

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between:

THE CITY OF SALEM,
 an Oregon Municipal Corporation
 ("*City*")

and

DLR GROUP ARCHITECTURE & PLANNING, INC.
 Domestic Business Corporation
 ("*Provider*")

for the project known as:
Architectural Services for the Salem Police Facility

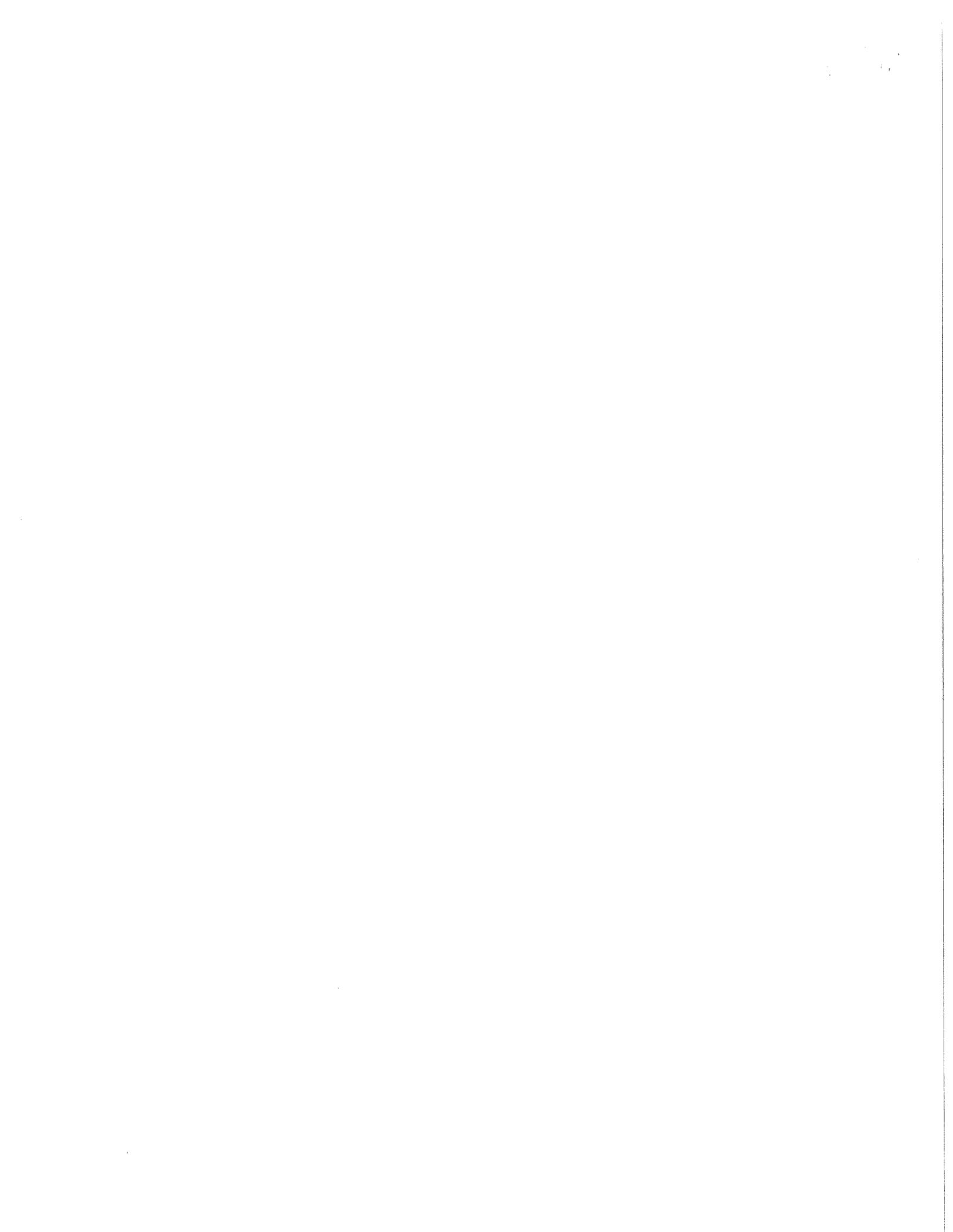
IN CONSIDERATION of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. PROVIDER'S OBLIGATIONS

- 1.1 Provider shall perform all tasks and complete all services defined and described in the SUPPORTING DOCUMENTS as listed in Article 7.1 of this Agreement. These tasks and services defined and described in the SUPPORTING DOCUMENTS shall hereinafter be referred to as "Work."
- 1.2 Provider shall be responsible for all subordinate tasks necessary to accomplish the Work described in the SUPPORTING DOCUMENTS, whether or not expressly enumerated therein; EXCEPT that Provider shall not be obligated to undertake any task or do any Work specifically designated therein as the responsibility of the City or a third party in the SUPPORTING DOCUMENTS.
- 1.3 Provider shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in the SUPPORTING DOCUMENTS, except as otherwise expressly provided therein.
- 1.4 Provider shall be fully and exclusively responsible to engage and compensate any and all subcontractors and subconsultants necessary to accomplish the Work described in the SUPPORTING DOCUMENTS.
- 1.5 Provider shall, within ten (10) calendar days after the execution of this Agreement and before engaging any subcontractor or subconsultant, furnish the City with a list of proposed subcontractors/subconsultants, and shall not employ any that the City may object to as incompetent or unfit.
- 1.6 Exhaustion of the maximum amount payable under Article 2 of this Agreement without completion of all Work described under Article 1 of this Agreement shall not relieve the Provider of the obligation to complete full performance of such Work. It is the intent of the parties that the basis for Provider's compensation is the hourly rate as described in the SUPPORTING DOCUMENTS not to exceed a total Agreement price of \$142,127.00
- 1.7 Provider's Work product furnished to the City shall be fit for all purposes and services as described in the SUPPORTING DOCUMENTS.
- 1.8 All Work performed under this Agreement shall meet or exceed the standard of professional quality of Provider's profession in the State of Oregon at the time such Work is performed.
- 1.9 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against minority-owned, women-owned or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.
- 1.10 In all solicitations either by competitive bidding or negotiation made by Provider for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Provider of the Provider's obligations under this Agreement, Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall compensate Provider for the Work performed under Article 1 as follows:
- 2.2 The Provider's fee for the performance of all Work described and defined in Article 1 of this Agreement and shall be based on the hourly rate as described in the SUPPORTING DOCUMENTS and shall not exceed a total Agreement price of \$142,127.00.
 - 2.2.1 City shall pay Provider based upon the hourly rate for the Work which has been performed the Provider during the billing period upon receiving Provider's monthly statement of account.
 - 2.2.2 Should the City request additional services beyond those set forth in the SUPPORTING DOCUMENTS, City shall compensate Provider according to the "extra work" provisions of the SUPPORTING DOCUMENTS. If no basis of extra work compensation is provided, City shall compensate Provider at whatever rate may be mutually agreed upon in writing between the parties prior to Provider's commencement of any such Work.



PROVIDER ACKNOWLEDGES THAT AUTHORIZATION FOR EXTRA WORK AND THE BASIS FOR ITS COMPENSATION, IF NOT PROVIDED FOR IN THE SUPPORTING DOCUMENTS, MUST COME FROM THE CITY OFFICIAL AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE TERMS GOVERNING SUCH WORK AND COMPENSATION MUST BE IN WRITING. PROVIDER AGREES THAT ANY WORK DONE WITHOUT SUCH AUTHORIZATION IS DONE AS A VOLUNTEER AND AT PROVIDER'S OWN RISK AND EXPENSE.

- 2.3 City shall furnish Provider all information, supplies, services, equipment, and other things specified in the SUPPORTING DOCUMENTS as required to be furnished by the City.

3. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 3.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 3.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
- 3.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
- 3.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 3.2 Original Works. All Work Product created by Provider pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Work Product is "Work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine shall vest in and is hereby assigned to the City. Provider retains no right, ownership, or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the Work as defined under this Agreement. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A.
- 3.3. Provider Intellectual Property. In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 3.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 3.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the Work only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only. Provider shall not use them for any other purpose.

4 WARRANTIES

- 4.1 Provider warrants that it owns or is the lawful licensee of all patents, copyrights, trademarks, service marks, and other intellectual property rights incorporated in the Work Product provided to the City and that it has the full legal right to provide the Work and all components thereof, including any license granted pursuant to Article 3.2 of this Agreement. Provider shall indemnify and defend the City, its officers, agents and employees against any and all claims of infringement of copyright, patent, trademark, or other intellectual property right arising out of Provider's production of the Work Product contemplated in this Agreement; PROVIDED, HOWEVER, that Provider shall have no such obligation with respect to Work Product which the City modified without Provider's consent, to the extent that such modification was a substantial factor in the alleged infringement.

5 RISK ALLOCATION

- 5.1 Provider shall indemnify and hold City and its officers, employees, and successors, harmless from and against any and all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from Provider's acts or omissions in the performance of its services or the Work and for any patent, copyright or trademark infringement attributable to Provider's services. City further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Provider shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Work.
- 5.2 To the extent permitted under the Oregon Constitution and the Oregon Tort Claims Act, City assumes liability for and agrees to indemnify, and hold Provider, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against any and all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from an act or omission of City, its agents, employees, contractors or construction manager. City shall provide written notice of any known inconsistencies in the Provider's Work expeditiously after discovery. City has no obligation to investigate Provider's Work for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of this Agreement.
- 5.3 Provider shall obtain and maintain in effect during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
- 5.3.1 The insurance required in this Article shall include the following coverages:
- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
- 5.3.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;

- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - The Provider shall immediately notify the City of any change in insurance coverage;
 - Provider shall supply an endorsement naming the City of Salem, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by an endorsement of such insurance approved by the City.
- 5.3.3 Provider shall carry Errors and Omissions (professional liability) coverage with combined single limits of not less than \$1,000,000 (one million dollars). Provider shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to the City.
- 5.3.4 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6 GENERAL PROVISIONS

- 6.1 This Agreement, including the SUPPORTING DOCUMENTS, represents the entire and integrated understanding between the City and Provider, and supersedes all prior negotiations, representations and agreements, whether written or oral. This Agreement may be amended only by written instrument executed by both the City and Provider with the same formalities as this Agreement. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of its provisions shall be held to be waived or modified by reason of any act whatever, other than by a written amendment as provided in this Article. One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.
- 6.2 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:
Notices relating to this Agreement shall be given:
If to the City:
- Public Works Department
Attn: Allen Dannen, P.E., Assistant City Engineer
555 Liberty Street SE, Room 325
Salem, OR 97301
Fax # (503) 588-6025
- With a copy to:
Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Fax # (503) 588-6400
- If to Provider:
DLR Group Architecture & Planning, Inc.
Attn: Kent R. Larson, Principal in the Firm
421 SW Sixth Avenue, Suite 1212
Portland OR 97204
Fax # (503) 274-0313
- 6.3 In the event the Work called for in the SUPPORTING DOCUMENTS calls for Provider to furnish a plan or design to be constructed by others, it is agreed that Provider has not been retained or compensated to provide construction review services relating to the subsequent contractor's safety precautions, or to means, methods, techniques, sequences, or procedures employed by that contractor to achieve the result called for in the Provider's plans, unless Provider's responsibilities under the SUPPORTING DOCUMENTS include construction management services, and Provider has specified a particular means, method, technique, sequence, or procedure in the plans or specifications for the Work.
- 6.4 Neither party to this Agreement shall assign its interest in the Agreement or any part thereof, nor sublet it as a whole without the written consent of the other; nor shall the Provider assign any monies due or to become due hereunder without the previous written consent of the City.
- 6.5 Nothing in this Agreement shall be construed to create any contractual relationship between any subcontractor/consultant and the City.
- 6.6 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.
- 6.7 Should litigation occur between the parties relating to the provisions of this Agreement, all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees, and court costs incurred by the prevailing party shall be paid to the prevailing party by the non-prevailing party, and all such expenses and costs may be included in the judgment entered in favor of the prevailing party.
- 6.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 6.9 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279C.505, 279C.515, 279C.520 and 279C.530.
- 6.10 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
- 6.11 Provider is an independent contractor and not an employee of the City for any purpose.

7 SUPPORTING DOCUMENTS

- 7.1 The following documents are, by this reference, expressly incorporated into this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The City's Request for Proposals #145145 (or other document, however named, which constituted the City's written request or invitation to submit proposals), together with any documents incorporated by reference therein.
 - The Provider's complete written Proposal dated June 19, 2015.
 - The Provider's letter dated August 3, 2015 Revised August 25, 2015.
- 7.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 7.1 of this Agreement.

8 REMEDIES

- 8.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 8.1.1 termination of this Agreement;
 - 8.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 8.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 8.1.4 exercise of its right of setoff.
 - 8.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 8.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
- 8.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 8.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 8.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider, Provider shall immediately pay any excess to City upon City's written demand.

9 TERM AND TERMINATION

- 9.1 This Agreement shall become effective on the date of execution on behalf of the City, as set forth below ("Effective Date,") and unless sooner terminated as provided in this Article, shall terminate upon the City's affirmative acceptance of Provider's Work as complete and Provider's acceptance of the City's final payment therefore. Provider's obligations shall be fully performed on or before June 30, 2016.
- 9.2 This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other in the event of the other's substantial failure to perform in accordance with the terms of this Agreement; provided, however, that if the breach is cured to the satisfaction of the aggrieved party within the 30-day period after notice, this Agreement shall continue in full force and effect.
- 9.3 This Agreement may be terminated by the City:
- 9.3.1 For any reason upon thirty (30) days' prior written notice by City to Provider;
 - 9.3.2 Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - 9.3.3 Immediately upon written notice if federal or state laws, regulations, or guidelines are modified to interpret in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- 9.4 The rights and obligations created under Articles 3, 4 and 5, and Articles 6.7 through 6.9 of this Agreement are continuing with respect to matters within the scope of this Agreement, and shall survive its termination.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

**DLR GROUP ARCHITECTURE &
PLANNING, INC.**

By: Kacey Duncan
Kacey Duncan, Interim City Manager

Date: 9/18/15

By: Kent R Larson

Printed Name: Kent R Larson

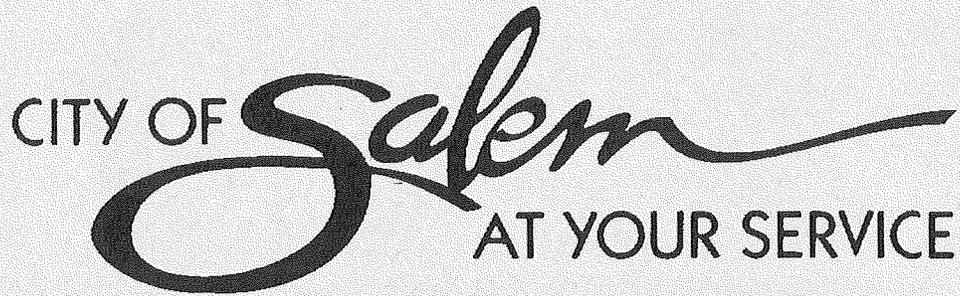
Title: Principal

Date: 9-16-15

10/10/10

10/10/10

10/10/10



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ARCHITECTURAL SERVICES
FOR THE
SALEM POLICE FACILITY**

PUBLIC WORKS DEPARTMENT

CITY OF SALEM, OREGON

PROJECT NUMBER: 609015

RFP NUMBER: 145145

CLOSING DATE: JUNE 19, 2015 AT 4:00 PM (LOCAL TIME)

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**REQUEST FOR PROPOSALS NUMBER: 145145
PUBLIC WORKS DEPARTMENT
CITY OF SALEM, OREGON**

**Architectural Services for
SALEM POLICE FACILITY**

The Public Works Department of the City of Salem, acting on behalf of the City of Salem hereinafter referred to as "City" invites proposals from qualified individuals or firms to participate in this Request for Proposal (RFP) for the "Salem Police Facility Architectural Services" to result in conceptual design and cost estimate for use in a possible future bond measure.

Note: This is a Qualifications Based Selection (QBS) pursuant to ORS 279C.110.

The scope of services consists of architectural services to assist with site evaluation and provide conceptual design and cost estimate for a new Salem Police Facility.

Proposals will be received until, **between the hours of 8 a.m.—12 p.m. and 1 p.m.—5 p.m., but not after 4:00 p.m. (local time), June 19, 2015.** One signed (preferably signed in blue ink) original, and four (4) copies of each Proposal, shall be sealed in an envelope or other delivery container, addressed to the Office of the Purchasing Administrator, Contracts and Procurement Division, 555 Liberty Street SE, Room 330, Salem, Oregon 97301, showing on the outside of the envelope/delivery container the name of the firm and the words "**Salem Police Facility—RFP No. 145145.**" Please identify the original Proposal copy with the printed words "Original Copy." The original Proposal shall bear an original signature of a representative of the Proposer who is authorized to enter into an Agreement for the Proposer in contractual matters.

The RFP documents are available from the office of the City of Salem Public Works Department, on City business days between the hours of 8 a.m. and 5 p.m. (local time), at 555 Liberty Street SE, Room 325, Salem, Oregon 97301-3513 (503-588-6211).

Proposers mailing Proposals should allow normal mail delivery time to ensure their timely receipt. Any Proposal received after the scheduled closing time for receipt of Proposals will not be considered and will be returned unopened to the Proposer. Proposals that are delivered to an office other than the office identified above will not be accepted. It is the responsibility of the party submitting the RFP response to ensure that the Proposal is received at the designated location on or before the deadline.

Any objections to or comments upon the RFP document must be submitted in writing to the office of the Purchasing Administrator, 555 Liberty Street SE, Room 330, Salem OR 97301-3513. They must be received no later than ten (10) City business days before the RFP closing date.

The Proposals received will be held confidential until an Agreement is executed with the successful Proposer. Thereafter, all Proposals will be available for public inspection by submitting a public records request through the City Records office

NOTE: Errors and Omissions Liability Insurance coverage **will be required** for this Project.

The City will be the sole judge in determining award of an Agreement and reserves the right to reject all Proposals.

Human Rights: It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity, or source of income as provided by Salem Revised code Chapter 97,

Title VI of the Civil Rights Act of 1964, and other Federal nondiscrimination laws. The City's complete Title VI Plan may be viewed at <http://www.cityofsalem.net/NonDiscrimination/Pages/default.aspx>. The successful Proposer agrees to comply with all applicable requirements of Federal, State, and local civil rights and rehabilitation statutes, rules, and regulations if awarded an Agreement by the City.

Solicitation for Subcontracts, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the successful Proposer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Proposer of the successful Proposer's obligations under an Agreement awarded pursuant to this RFP, Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

The City is an **Equal Employment Opportunity** employer.

Technical questions regarding the Proposal shall be directed in writing to the City's Project Manager, Allen Dannen, P.E., Assistant City Engineer, telephone number 503-588-6211.

The City operates and maintains **Americans with Disabilities Act** compliant facilities. Reasonable accommodations are available upon request.

CITY OF SALEM, OREGON

Gary Kanz, C.P.M., Administrator
Contracts and Procurement Division

REQUEST FOR PROPOSAL NUMBER: 145145

REQUEST FOR PROPOSAL CLOSING: Friday, June 19, 2015, at 4:00 p.m. (Local Time)

BACKGROUND

The City is seeking Proposals for architectural services that will support site selection and result in a conceptual design and cost estimate for a new Salem Police Facility for use in a possible future bond measure.

The City requires professional services from an architectural firm with expertise in designing essential facilities, preferably police facilities, evaluating sites for those facilities, and developing complete, accurate cost estimates.

This scope of services assumes the City is preparing materials for community outreach and Council decision-making process regarding a possible November 2016 bond measure. This scope of services is to be completed prior to the Council's decision in early 2016 regarding the possible bond measure. If the bond passes and funding for construction of the facility is approved by the voters in the November 2016 General Election, the City will undertake a subsequent procurement process for design of the facility. The Consultant will be free to compete for subsequent services procured for this project.

The Consultant will report to a core project team comprised of staff from Police, Public Works, and City Manager's Office. The Consultant will be tasked with making presentations of work products to a subcommittee of the City Council, and one or more optional community open houses. The Consultant shall be responsible for performing the tasks listed within this RFP.

SECTION 1—INFORMATION/INSTRUCTIONS TO PROPOSERS

This Section contains administrative and procedural information and instructions for preparation and submittal of the Proposal.

Note: This RFP process offers several opportunities for prospective Proposers to submit formal protests. Filing a protest with the City requires submitting \$500 with the formal written protest. Prospective Proposers and Proposers wishing to submit objections to or comments on RFP scope of services of a non-protest nature, must submit them in writing to the office of the Contracts and Procurement Division, 555 Liberty Street SE, Room 330, Salem OR 97301. They must be received no later than ten (10) days prior to the date set for the RFP closing date at 4:00 p.m. (local time). There is no fee for filing objections to or comments on an RFP if they are of a non-protest nature.

1.1 QUALIFICATION REQUIREMENTS

Each Proposer shall respond to the Proposal requirements as presented in Section 4, Proposal Submittal Requirements, of this RFP. Proposals received without the required information may be rejected as being non-responsive. The Proposer is also required to prepare and submit a response to the RFP that addresses the anticipated schedule included herein (Section 1.4, Closing Date and Anticipated Calendar).

The City shall have the right to disqualify any Proposal as a result of the information gathered in its research.

1.2 PRE-PROPOSAL INTERPRETATION OF AGREEMENT DOCUMENTS AND REQUESTED CHANGES

Any person who contemplates submitting a Proposal in response to this RFP, and who wishes to have the City consider a change in any part of the RFP document, must submit to the Contracts and Procurement Administrator a written request for a change or substitution at least ten (10) City business days prior to the date set for the RFP closing date. The request must include the proposed change and the reason for the change. Protest against award based on the scope of services or other content of the RFP will not be considered after this time. Changes to this RFP document shall only be by written addenda.

1.3 PROTESTS OF SOLICITATION DOCUMENT AND THE PROCUREMENT PROCESS

A prospective Proposer may protest the procurement process or the solicitation document for an Agreement. A prospective Proposer must deliver a written protest to the Purchasing Administrator (555 Liberty Street SE, Room 330, Salem OR 97301) no later than 4:00 p.m. (local time), ten (10) City business days prior to the date set for the RFP closing date. The prospective Proposers shall indicate the reasons for the disagreement through a written protest, and shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based their protest.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

1.4 CLOSING DATE AND ANTICIPATED CALENDAR

Submit one original and four (4) copies of your Proposal in an envelope marked "Salem Police Facility—RFP No. 145145" to:

City of Salem
Contracts and Procurement Division
555 Liberty Street SE, Room 330
Salem OR 97301

Proposals will be received until, but not after, the time and date indicated in this RFP solicitation.

Proposers submitting Proposals which are evaluated as being highly responsive to the RFP, may be requested to make an oral presentation to the Selection Committee.

ANTICIPATED CALENDAR

May 29, 2015	Begin RFP Solicitation
June 19, 2015	RFP Closing Date
July 10, 2015	Notice of Intent to Award Agreement
July 31, 2015	Agreement Award (Anticipated Date)
August 3, 2015	Notice to Proceed (Anticipated Date)
August 12, 2015	Project Kick-off
January 15, 2016	Estimated Design Completion Date

1.5 ADDENDA

In the event that it becomes necessary to revise any part of this RFP, a copy of any written clarification or interpretation, and of each addendum, will be mailed or delivered to each person who has received an RFP document. Any addendum so issued is to be considered a part of the RFP document. The City is not responsible for any explanation, clarification, interpretation, change, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued no later than five (5) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the Proposal and **SHALL BE SUBMITTED** with the Proposal, or as otherwise directed by instructions printed on the addenda. Proposals received without properly signed addenda will be considered nonresponsive.

1.6 PROTEST OF ADDENDA

A prospective Proposer may submit a written protest to an addendum within 48 hours by the close of the City's next business day after issuance of the addendum. The written protest shall: (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) Identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the prospective Proposer believes will remedy the conditions upon which the Proposer based their protest. The City will not consider a protest to matters not added or modified by the protested addendum. Deliver protests to the City Manager's Office, 555 Liberty Street SE, Room 220, Salem, Oregon 97301.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

1.7 PROPOSAL ACCEPTANCE

The written Proposal will be evaluated on the completeness and quality of content pursuant to Section 5, Proposal Selection Process and Evaluation Criteria, herein. Only those Proposers who supply complete information as required by this RFP will be considered for evaluation.

The contents of the Proposal of the successful Proposer will become obligations of the Agreement if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a Professional Services Agreement may result in cancellation of the award.

1.8 PUBLIC RECORDS AND CONFIDENTIALITY OF PROPOSALS

This RFP and one copy of each original response received, together with copies of all documents pertaining to the selection of the successful Proposer, and a copy of the executed Agreement, shall be kept for the City by the Contracts and Procurement Office for a period of five (5) years and be made a part of a file or record which shall be open to public inspection.

- A. *Public Records*—By submitting a Proposal, the Proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Oregon Public Records Law, ORS 192.410 through 192.505. The Proposers are responsible for becoming familiar with and understanding the provisions of the Public Records Law.

NOTE: Under no circumstances will any Proposal information be disclosed by the Contracts and Procurement Division prior to the execution of the Professional Services Agreement awarded to the successful Proposer.

1.9 RIGHTS OF THE CITY TO AWARD OR REJECT PROPOSALS

The RFP does not commit the City to award or enter into an Agreement for the services specified within this RFP document. The City reserves the right to:

- Accept or reject any or all Proposals received as a result of this RFP;
- Negotiate with any qualified Proposer;
- Waive or modify any irregularities in Proposals received, after prior notifications to the Proposer; and
- Request interviews with Proposers as necessary. In determining the most responsible Proposer, take into consideration any or all information supplied by the Proposer in their Proposal and the City's investigation into the experience and responsibility of the Proposer. In addition, the City may accept or reject Proposals based on variations from the stated scope of services when such action is deemed to be in the City's best interest. Furthermore, the City reserves the right to waive informalities in the submitted Proposal.
- Require a Proposer, who chooses to participate in negotiations, to submit additional information, or other revisions to their Proposal as needed.
- Negotiate a final scope and price with the selected Proposer that may differ in some respects from this RFP.
- Negotiate a final Agreement that is in the best interest of the City. The successful Proposer shall commence services only after an Agreement with the City is fully executed and the City has issued a "Notice to Proceed."

1.10 INCURRED COSTS

Neither the City, nor its officers, agents, or employees are liable for any cost incurred by Proposers prior to issuance of an Agreement, Contract, or purchase order. All prospective Proposers who respond to a City RFP do so solely at the Proposer's cost and expense.

1.11 EXECUTION OF THE PROPOSAL

The Proposal shall be executed in the name of the Proposer, followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held.

If the Proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

If the Proposal is made by a Limited Liability Company (LLC), it shall be executed in the name of the LLC followed by the signature of the authorized member(s) or manager(s) that are able to sign for the LLC and the printed or typewritten designation of the office held in the LLC.

If the Proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.

If the Proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

1.12 INFORMAL PROPOSALS

Proposals which are incomplete or which are conditioned in any way, or which contain erasures or alterations may be rejected as informal.

1.13 WITHDRAWAL OF PROPOSAL

Proposer may withdraw their Proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, and delivered to the Contracts and Procurement Office. To be effective, the withdrawal must be received prior to the closing date and time. The Proposer or Proposer's authorized representative may withdraw their Proposal by appearing in person before the Purchasing Administrator prior to closing, with presentation of appropriate identification and evidence of authority to make the withdrawal satisfactory to the Purchasing Administrator. The Proposer shall mark a written request to withdraw their Proposal as follows: "Proposal Withdrawal—RFP No. 145145."

1.14 NOTICE TO PROCEED

It is City policy to give the successful Proposer ten (10) days to execute the Agreement and return it to the City. Services of the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the Professional Services Agreement by the City. The Notice to Proceed will state the date services under this Agreement shall begin.

1.15 PROJECT MANAGER

The City's Project Manager for this Project is Allen Dannen, P.E., Assistant City Engineer; telephone number: 503-588-6211; fax number: 503-588-6095; mobile number: 503-871-0166; email address: adannen@cityofsalem.net. All communications regarding technical requirements and scope of services of the project shall be addressed to the Project Manager. All questions relating to the RFP process should be directed in writing to Gary Kanz, C.P.M., Purchasing Administrator, Contracts and Procurement Division, 555 Liberty Street SE, Room 330, Salem, Oregon 97301; phone number: 503-588-6136; fax number: 503-588-6400.

1.16 RESPONSE DATE

In order to be considered for selection, Proposals must arrive at the Contracts and Procurement Division Office in the manner and on or before the date and time specified in the RFP advertisement. Proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any Proposal received after the scheduled closing time for receipt of Proposals, or addressed to an office other than that of the Contracts and Procurement Division Office, will not be considered and will be returned to the Proposer unopened. Delivery in the manner stated herein and completeness of submittals as required by

this RFP shall be solely the responsibility of the Proposer. Submission of Proposals or additional information offered after the closing date and time shall not be accepted or considered.

1.17 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer capabilities to satisfy the requirements of this RFP. Special bindings, colored displays, promotional materials, etc., are to be used only to the extent necessary to convey the team's approach and qualifications. Emphasis should be on completeness and clarity of the content.

1.18 HUMAN RIGHTS

Proposer hereby agrees that no person shall, on the grounds of race, religion, color, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identify or source of income, suffer discrimination in the performance of this Agreement when employed by Proposer. Proposer agrees to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations, including Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898, and Executive Order 13166. Further, Proposer agrees not to discriminate against minority-owned, women-owned, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned, controlled by, or that employs a disabled veteran, as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

Solicitation for Subcontracts, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the successful Proposer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Proposer of the successful Proposer's obligations under an Agreement awarded pursuant to this RFP, Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

1.19 NOTIFICATION OF INTENT TO AWARD AN AGREEMENT

All responsive and evaluated Proposers to this RFP will be notified of the City's intent to award Agreements not less than ten (10) calendar days prior to award. The City will issue a notice of intent to award based on the results of its evaluation process. The notice of intent to award Agreements will be directed to the person who has signed the Proposal on behalf of the Proposer.

1.20 PROTEST OF INTENT TO AWARD

A Proposer may protest the award of Agreements or the intent to award such Agreements, whichever occurs first, if the Proposer claims to have been adversely affected or aggrieved by the selection of a Proposer. A Proposer submitting a protest must claim that they are the highest ranked Proposer because the Proposals of all other higher ranked Proposers failed to meet the requirements of this RFP, or because the highest ranked Proposers otherwise are not qualified to perform the services described in the RFP. All protests to the award of an Agreement shall be written and filed with the City Manager of the City within seven (7) days after the City issues a Notice of Intent to Award. The City Manager will not consider any protest that is submitted after the deadline.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

1.21 DISCRIMINATION IN SUBCONTRACTING PROHIBITED

Proposers certify by submitting their Proposal that they have not discriminated, and will not discriminate, in obtaining any required subcontract, against any minority, women, or emerging small business enterprise certified under ORS 200.055; or a business enterprise that is owned, controlled by, or that employs a disabled veteran, as defined in ORS 408.225. Further, Proposers will strictly comply with the provisions of Oregon Revised Statute 279A.110 "Discrimination in Subcontracting Prohibited: Remedies," in the performance of any Agreement entered into as a result of this RFP process.

1.22 ADDITIONAL INFORMATION

The City reserves the right to request additional information that it deems reasonably necessary, following their initial review of the Proposal documents, to evaluate, rank, and select the most qualified Proposer. City staff may conduct a review and verification of confidential information with staff and consultants.

1.23 RIGHT TO MODIFY PROCESS

The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The Contracts and Procurement Division Office will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the Public Works Department Office.

1.24 DEBARMENT OF PROPOSER

The Purchasing Administrator may debar prospective Proposers from consideration for Agreements for a period of not more than three (3) years if:

- (1) The prospective Proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract, subcontract, or in the performance of such contract or subcontract;
- (2) The prospective Proposer has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the prospective Proposer's responsibility as a Contractor;
- (3) The prospective Proposer has been convicted under State or Federal antitrust statutes;
- (4) The prospective Proposer has committed a violation of an Agreement provision, and debarment for such a violation was listed in the Agreement terms and conditions as a potential penalty. A violation may include, but is not limited to, a failure to perform the terms of the Agreement or an unsatisfactory performance of the terms of the Agreement. A failure to perform or an unsatisfactory performance caused by acts beyond the control of the Consultant may not be considered to be a basis for debarment; or
- (5) The prospective Proposer does not carry workers' compensation or unemployment insurance as required by applicable law.

The Purchasing Administrator shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The Proposer shall be given not less than 14 days to respond to the Purchasing Administrator in writing. The Purchasing Administrator shall issue a written decision that states the reason for the action taken and that informs the Proposer of the Proposer's appeal rights.

1.25 PROPOSALS SUBMITTED BY CITY EMPLOYEES PROHIBITED

The City will not purchase any goods or services from City employees unless City Council expressly authorizes the purchase or the purchase is necessary during a state of emergency and the City Manager approves the purchase.

1.26 NO WARRANTY

All facts and opinion stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

1.27 STATEMENT OF TIME

A period of time, unless stated as a number of City business days, shall include Saturdays, Sundays, and holidays.

The word "day" as used in this RFP document, and any resulting Agreement awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

When a time period is identified by days, it is computed by excluding the first day and including the last day. When the last day falls on a Saturday, Sunday, or City holiday, that time period shall extend to the next City business day.

1.28 RIGHT TO AUDIT

The successful Proposer shall maintain financial records and other records as may be prescribed by the City or by applicable Federal and State laws, rules, and regulations. The successful Proposer shall retain these records for a period of five (5) years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the Agreement and the subsequent five-year period for examination, transcription, and audit by the City, its designees, or other authorized bodies.

1.29 ACCEPT OR REJECT PROPOSALS

The City reserves the right to accept or reject any or all Proposals in response to this RFP without cause, or to delay or cancel this RFP process without liability to the City, if the City determines it is in the public interest to do so.

SECTION 2—AGREEMENT TERMS AND REQUIREMENTS

2.1 PROPOSER'S RESPONSIBILITIES

The successful Proposer will be required to assume responsibility for all services offered in their Proposal, whether or not the successful Proposer or a subconsultant produces them. The City will consider the selected successful Proposer responsible for all matters of an Agreement.

2.2 INVOICING

Upon invoice, supported by appropriate documentation and description of work completed, and approved by the Contract Administrator, the City will issue partial payments proportional to the work accomplished.

2.3 LIABILITY INSURANCE COVERAGE

The successful Proposer will be required to provide Errors and Omissions Liability Insurance for this Agreement, as well as the other insurance coverage identified in Article 5—Risk Allocation, of the Sample Professional Services Agreement (Appendix A).

2.4 WORKERS' COMPENSATION LAW

All subject employers working under an awarded Agreement are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126 (see Appendix A of the Sample Professional Services Agreement). Proof of compliance will be required prior to Agreement execution.

2.5 PROFESSIONAL SERVICES AGREEMENT

Upon award of an Agreement, the successful Proposer will be required to enter into a Professional Services Agreement (See sample Professional Services Agreement, Appendix A) with the City. It is anticipated that the Professional Services Agreement will include supporting documents. Supporting documents will include the RFP, the Consultant's written Proposal, and any other documents incorporated by reference therein.

2.6 NON-ASSIGNMENT

If Agreements are awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of the City. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of the City.

2.7 FORFEITURE OF THE AGREEMENT

This Agreement may be canceled at the election of the City at any time for any willful failure or refusal by the Proposer to perform according to the terms of the Agreement as herein provided.

2.8 LAWS OF THE STATE OF OREGON

By submitting a Proposal in response to this RFP, Proposer agrees that any terms and conditions stated within any agreement that is awarded as a result of this RFP shall also include the following laws of the State of Oregon, and are hereby incorporated by reference into the Agreement: ORS 279C.505, 279C.515, 279C.520 and 279C.530.

Any Agreements awarded and/or purchase order issued as a result of this RFP shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the Agreement shall be in the Circuit Court of the State of Oregon for Marion County, unless exclusive jurisdiction is in Federal court; in which case exclusive venue shall be in the Federal District Court for the District of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

2.9 INTELLECTUAL PROPERTY RIGHTS

If the successful Proposer creates work pursuant to these documents that results in a copyright, patent, or any other protected intellectual property right, the City shall obtain a royalty-free, non-exclusive, and irrevocable right and license to reproduce, publish, or otherwise use, and to authorize others to use the work, or any part thereof, developed.

2.10 PROPOSER'S FORMS

Any additional forms that the Proposer expects to submit to the City at a later date for signature may not conflict with the intent or specifics of this RFP and, although they will not be evaluated, they must be submitted with the Proposal. Any such form must include the Agreement terms identified in the RFP.

Examples of these forms include, but are not limited to, the following:

1. Agreement form(s)
2. Supplemental agreement forms
3. Ordering forms
4. Work order forms
5. Software licensing agreements, if applicable

Submission of any such forms shall not be considered a waiver or amendment to any RFP requirement, and any Proposal conditioned upon acceptance of any such forms shall be considered nonresponsive. The City in its sole discretion may approve the form, require modifications, or reject the forms.

2.11 TERMINATION FOR LACK OF APPROPRIATIONS

The City may terminate all or portions of this Agreement for lack of funds, if the successful Proposer is notified by certified mail thirty (30) days in advance.

SECTION 3—SCOPE OF SERVICES

3.1 INFORMATION PROVIDED FOR PREPARATION OF PROPOSALS

The City has provided the following as appendices in this RFP document:

- Police Program Summary 2010
- Police Program Adjacency Diagram
- City of Salem Police Facility Architectural Services Scope Diagram

3.2 SCOPE OF SERVICES TASKS

For this RFP, the City proposes engaging a professional architect to update existing analyses of space needs and programming requirements for the Salem Police Department, and how those spaces could be most effectively located adjacent to each other to benefit work flow and safe community access to police services (Task 3.2.1). The Consultant will support development of evaluation criteria and assessment of viability and feasibility of sites for the Salem Police Facility (Task 3.2.2). Following initial site screening, the Consultant will develop conceptual architectural sketches with high level cost estimates for several sites to support community outreach and the Council's decision-making process (Task 3.2.3). A more detailed conceptual design and cost estimate (Task 3.2.4) will then be prepared by the Consultant for the preferred location.

It is expected that this scope of services will result in site-specific drawings to support community outreach, generate community input, and support Council decision-making regarding a possible future bond measure. Five (5) public presentations led by the Consultant are expected to support the project.

3.2.1 Determine Appropriate Size, Programming, and Adjacencies

Review available material cataloguing: (a) current space occupied by the Salem Police Department, (b) projected future space needs, and (c) layout and adjacencies to determine appropriate size for the new facility. Copies of the current program for the new facility and adjacency diagram are enclosed in Appendix C for review. The goal is to ensure community safety, effective and responsive Police Department interactions with the public, and workflow efficiencies. The Consultant will also help to identify characteristics of a location or specific site that would best suit the needs outlined above.

A recommendation on the optimum size for the facility is to be prepared by the Consultant for review by the core project team.

Anticipated Deliverables:

- Detailed program presenting current and future department space needs, articulating optimum adjacencies, and layout for efficient work flow.

3.2.2 Assess Viability and Analyze Feasibility of Possible Facility Locations

Develop criteria for site review and evaluation based on International Association of Chiefs of Police (IACP) Police Facility Planning Guidelines. Work with core project team and Council subcommittee to determine most appropriate weight of individual criteria. Review initial site analyses and confirm candidate sites are viable for the proposed program detailed in Task 3.2.1. Analyze as many as six (6) sites based on Consultant's informed experience with police facility design, IACP Guidelines, and the costs and benefits relative to the developed criteria for each specific site. Develop a site comparison matrix and rough sketches as necessary to support the analysis. Present site feasibility findings to the Council subcommittee.

Anticipated Deliverables:

- Technical memorandum summarizing recommended site criteria.
- Technical memorandum summarizing site analysis and feasibility assessment of candidate sites with supporting documentation and recommendation as to no more than three (3) sites to carry forward into Task 3.2.3.
- Two presentations to the Council subcommittee—one to lead discussion of site evaluation criteria and their relative weighting, and one to present site feasibility findings.

3.2.3 Develop Architectural Site Sketches

Develop architectural sketches in plan view of the proposed building on as many as three (3) of the proposed sites with high level or order-of-magnitude cost estimates. Update the site comparison matrix as necessary to facilitate decision making. Support community outreach to consist of presentations to the Council subcommittee and one community open house.

Anticipated Deliverables:

- Technical memorandum with supporting drawings and documentation presenting a Police Facility building on each of no more than three (3) sites.
- High level cost estimate to support analysis of building on each of three (3) sites.

- Architectural sketches and drawings (two (2) hard copies and one (1) electronic copy in PDF format **for each site**) to support outreach and decision making.
- Two public presentations of the deliverables at the Council subcommittee and open house.

3.2.4 Conceptual Design and Cost Estimate

Prepare conceptual design drawings in plan and elevation view for the preferred site. Develop cost estimates for design, construction and furnishings, fixtures, and equipment for inclusion in Council decision-making process regarding a possible future bond measure. Lead a public presentation of the findings of this project at a City Council meeting or other forum determined to be most appropriate for concluding this scope of services.

Anticipated Deliverables:

- Conceptual design (three (3) hard copies and one (1) electronic copy).
- Technical summary report of all work products to include narrative of community outreach and Council decision-making process.
- Public presentation of findings.

SECTION 4—PROPOSAL SUBMITTAL REQUIREMENTS

4.1 GENERAL INFORMATION

The Proposer must have available a Project Manager and project team with demonstrated experience delivering this type of Project on time and within budget. The City expects the Consultant to maintain the same Project Manager and key team members for the duration of the Project. The City reserves the right to accept or reject requests by the Consultant to change the team during the Project. If a change is proposed in key personnel, the Consultant shall submit full resumes and qualifications for proposed personnel. The City may request an oral interview with the proposed personnel. Subproposers to be used by the Proposer shall be listed in the Proposal, and shall be subject to the approval of the City.

4.2 REQUIRED SUBMITTAL INFORMATION

The Proposal, excluding appropriate resumes, shall not exceed 15 pages. If a Proposer submits a Proposal exceeding this limit, the City will consider the pages up to the allowable page limit and discard all subsequent pages.

The Proposal will be rated on a 100-point scale and shall include, as a minimum, the following items:

A. Cover Letter (Pass/Fail):

The cover letter should indicate your understanding of the services to be performed and be signed by a person authorized to contractually bind your company to a contract with the City.

B. Organization and Project Team (up to 25 points):

Include a brief summary of your organization describing its ability, knowledge, and experience with architectural services for police departments and other public sector organizations. Include information regarding your company: its principals, size, and location(s); experience levels as they relate to this RFP; number of years in business; and what makes you stand out over your competitors. Identify the proposed project team and their roles to execute the proposed scope of

services. Highlight team members with specific experience designing police facilities and/or other essential facilities.

C. Support of City Staff (up to 10 points):

1. A brief summary of how you intend to interact with City staff in providing the required services.
2. Provide examples of demonstrated past experience in leading discussions with elected officials and the public to facilitate decision making for similar projects.
3. Assuming you are awarded the Contract, please indicate your earliest availability to begin the contracted services for the City.

D. Technical Approach (up to 40 points):

This section of the Proposal should provide the information necessary to determine if the Consultant's work products will meet the City's needs. The Proposal must contain the following sections in the order indicated:

1. Describe your ability to provide the services requested in this RFP, your proposed plan to complete the work, and provide a schedule to demonstrate your understanding of the Project. The schedule should feature key milestones and deliverables anticipated as the result of each task.
2. Outline the information required and method proposed to update programming, develop site criteria, and perform site analysis and how you propose to secure the information required.
3. Describe your approach to creating conceptual sketches and drawings to effectively support decision making. If possible, provide examples from similar projects to demonstrate your ability to communicate using simple visual aids.
4. Describe your experience in providing similar architectural services in designing public spaces and government facilities on tight timelines, and strategies you may have employed to increase the opportunity for success.
5. Describe your most challenging assignment for a similar scope of services and how you resolved the issues faced.

E. References (up to 25 points):

Include a list of your clients and their contact information for services provided within the last three (3) years that are most closely related to the scope of services listed in this RFP.

Note engagements that involved the key personnel to be assigned to this project.

Include resumes for key personnel who will provide the services requested in this RFP. Resumes should include general qualifications and other relevant information that demonstrates the ability to perform these services.

At least three (3) references will be checked.

SECTION 5—PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA

5.1 SELECTION PROCESS

A selection committee, comprised of City staff, will be used for the purposes of evaluating all responsive Proposals received by the closing date and time. Each of the criteria listed in Section 4, Proposal Submittal Requirements, will be evaluated by the Selection Committee for the purpose of ranking Proposals. The City reserves the right to conduct interviews, or ask follow-up questions, if they are necessary based on the City's sole determination. If interviews/follow-up questions are conducted, the Proposers selected will be notified by the City's Project Manager, at least five (5) business days in advance, and the following shall apply:

- The number of Proposers selected for interviews/follow-up questions is at the sole discretion of the selection committee.
- A minimum of three (3) evaluators shall score the interviews/follow-up questions.
- Interview/follow-up question scores (up to a maximum of 20 points) will be combined with the other criteria scores to obtain a total score. The total score will be ranked to determine the apparent successful Proposer.
- Interviews normally require physical attendance at City offices; however, the City may elect to conduct interviews via teleconference. Further details will be included with notification of time and date of interviews, if conducted.

Neither the City, nor its agents, shall be responsible for any costs incurred by any Proposer as a result of preparing a Proposal or presentation in response to this RFP.

5.2 EVALUATION CRITERIA

The evaluation criteria and points to be used for this Project are summarized in the following table:

SCORING CRITERIA SUMMARY		
ITEM		PERCENTAGE OF TOTAL
4.2 (a)	Cover Letter	Pass/Fail
4.2 (b)	Organization and project team	25
4.2 (c)	Support of City staff	10
4.2 (d)	Technical Approach	40
4.2 (e)	References	25
Total		100

Note: If interviews and/or follow-up questions are conducted, scores (up to a maximum of 20 points) will be combined with the other criteria scores to obtain a total score. The total score will be ranked to determine the apparent successful Proposer.

SECTION 6—CONSULTANT SELECTION AND FEE NEGOTIATIONS

6.1 SELECTION

The final recommendation for selection will be made following the review and ranking of the written Proposals, and any oral presentations by Proposers, if required, by the selection committee. The selection committee shall recommend awarding an Agreement to the Proposer having the best overall qualifications to provide the services as set forth in this RFP.

6.2 FEE NEGOTIATIONS

Fee negotiations for this project will be conducted after selection of the best qualified Proposer. If an acceptable agreement cannot be developed, negotiations with the next highest ranked firm(s) will occur.

Appendix A

SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

(Compensation Set by RFP/Proposal, E&O Coverage Required)

This Agreement is made between:

THE CITY OF SALEM,
an Oregon Municipal Corporation
("City")

and

[Type Provider's Status]
("Provider")

for the project known as:
[Type PROJECT TITLE in caps]

IN CONSIDERATION of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. PROVIDER'S OBLIGATIONS

- 1.1 Provider shall perform all tasks and complete all services defined and described in the SUPPORTING DOCUMENTS as listed in Article 7.1. These tasks and services defined and described in the SUPPORTING DOCUMENTS shall hereinafter be referred to as "Work".
- 1.2 Provider shall do all things necessary to accomplish the tasks and goals described in the SUPPORTING DOCUMENTS, whether or not expressly enumerated therein; EXCEPT that Provider shall not be obligated to undertake any task or do any Work designated as the responsibility of the CITY or others in the SUPPORTING DOCUMENTS.
- 1.3 Provider shall furnish all labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in the SUPPORTING DOCUMENTS, except as otherwise expressly provided therein.
- 1.4 Provider shall be fully and exclusively responsible to engage and compensate all subcontractors and sub-consultants necessary to accomplish the Work described in the SUPPORTING DOCUMENTS.
- 1.5 Provider shall, within ten calendar days after the execution of this Agreement and before engaging any subcontractor or subconsultant, furnish the City with a list of proposed subcontractors/consultants, and shall not employ any that the City may object to as incompetent or unfit.
- 1.6 Exhaustion of the total amount payable under Article 2 without completion of all Work described in this Article 1 shall not relieve the Provider of the obligation to complete full performance of such Work. It is the intent of the parties that the basis for Provider's compensation is a fixed fee for completion of all Work on the project as described in the SUPPORTING DOCUMENTS is the hourly rate as described in the SUPPORTING DOCUMENTS not to exceed a total Agreement price of \$[Type award amount]
- 1.7 Provider's Work product furnished to the City shall be fit for all purposes and service described in the SUPPORTING DOCUMENTS.
- 1.8 All Work performed under this Agreement shall meet or exceed the standard of professional quality of Provider's profession in the State of Oregon at the time such Work was performed.
- 1.9 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against minority-owned, women-owned or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.
- 1.10 In all solicitations either by competitive bidding or negotiation made by Provider for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and the Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall compensate Provider for the Work performed under Article 1 as follows:
- 2.2 The Provider's fee for the performance of all Work described and defined in Article 1 and shall be the hourly rate as described in the SUPPORTING DOCUMENTS and shall not exceed a total Agreement price of \$[Type Compensation cap].
 - 2.2.1 City shall pay Provider based upon the hourly rate for Work which has been performed during the billing period upon receiving Provider's monthly statement of account.
 - 2.2.2 Should the City request additional services beyond those set forth in the SUPPORTING DOCUMENTS, City shall compensate Provider according to the "extra work" provisions of the SUPPORTING DOCUMENTS. If no basis of extra work compensation is provided, City shall

compensate Provider at whatever rate may be mutually agreed upon in writing between the parties prior to Provider's commencement of any such Work.

PROVIDER ACKNOWLEDGES THAT AUTHORIZATION FOR EXTRA WORK AND THE BASIS FOR ITS COMPENSATION, IF NOT PROVIDED FOR IN THE SUPPORTING DOCUMENTS, MUST COME FROM THE CITY OFFICIAL AUTHORIZED TO SIGN THIS AGREEMENT, AND THAT THE TERMS GOVERNING SUCH WORK AND COMPENSATION MUST BE IN WRITING. PROVIDER AGREES THAT ANY WORK DONE WITHOUT SUCH AUTHORIZATION IS DONE AS A VOLUNTEER AND AT PROVIDER'S OWN RISK.

2.3 City shall furnish Provider all information, supplies, services, equipment, and other things specified in the SUPPORTING DOCUMENTS as required to be furnished by the City.

3. OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY.

- 3.1 Definitions. As used in this Article and elsewhere in this Agreement, the following terms have the meanings set forth below:
- 3.1.1 "Provider Intellectual Property" means any intellectual property owned by Provider and developed independently from the Work.
- 3.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Provider.
- 3.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret document or other tangible or intangible item and all intellectual property rights therein that Provider is required to deliver to City pursuant to the Work.
- 3.2 Original Works. All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a Work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original Works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider shall execute such further documents and instruments necessary to fully vest such rights in City. Provider forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A.
- 3.3 Provider Intellectual Property. In the event that any Work Product is Provider Intellectual Property Provider hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 3.4 Third Party Works. In the event that Work Product is Third Party Intellectual Property, Provider shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and an irrevocable, non-exclusive, perpetual, royalty-free license to authorize others to do the same on City's behalf.
- 3.5 All drawings, specifications, data, maps, photographs, renderings, documents, recordings, computer files (including but not limited to programs), and other like material furnished by the City are instruments of service for the project only, and shall remain the property of the City whether the project is completed or not. Provider is granted a limited license to use such materials in conjunction with Work under this Agreement only, and Provider shall not use them for any other purpose.

4 WARRANTIES

- 4.1 Provider warrants that it owns or is the lawful licensee of all patents, copyrights, trademarks, service marks, and other intellectual property rights incorporated in the Work Product provided to the City, and that it has the full legal right to provide the Work and all components thereof, including the license granted in Article 3.2. Provider will indemnify and defend the City, its officers, agents and employees against any and all claims of infringement of copyright, patent, trademark, or other intellectual property right arising out of Provider's production of the Work Product contemplated in this Agreement; PROVIDED, HOWEVER, that Provider shall have no such obligation with respect to Work Product which the City modified without Provider's consent, to the extent that such modification was a substantial factor in the alleged infringement.

5 RISK ALLOCATION

- 5.1 Provider shall indemnify the City of Salem, its officers, employees and agents from and against any and all claims, demands, suits and legal actions including appeals arising out of or in connection with Provider's and its officers', employees', agents' and subcontractors', performance or provision of any service under this Agreement; provided, however, that Provider shall have no such obligation with respect to any such claim, demand, suit or legal action which arises out of or in connection with Work Product which has been materially altered without Provider's express written authorization, or which has been used contrary to Provider's express instructions or for other than its intended purpose, if such misuse is a substantial factor in causing the asserted loss or injury.
- 5.2 Provider agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors, consultants and of any other persons either directly or indirectly employed by its subcontractor and consultant, as Provider is for the acts and omissions of persons directly employed by Provider.
- 5.3 City agrees to indemnify Provider from each and every claim which the City would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the City, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the City, its officers and employees.
- 5.4 "Indemnify," as used herein, means to indemnify, defend, and save harmless.
- 5.5 Provider shall obtain and maintain in effect during the term of this Agreement and until City's final acceptance of all Work performed hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.
- 5.5.1 The insurance required in this Article shall include the following coverages:
- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
 - Automobile Liability.
- 5.5.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
- Name as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to claims arising out of Provider's Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;

- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - The Provider shall immediately notify the City of any change in insurance cover;
 - Provider shall supply an endorsement naming the City of Salem, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.
- 5.5.3 Provider shall carry Errors and Omissions (professional liability) coverage with combined single limits of not less than \$1,000,000. Provider shall furnish evidence of such coverage through a certificate of insurance in form acceptable to the City.
- 5.5.4 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6 GENERAL PROVISIONS

- 6.1 This Agreement, including the SUPPORTING DOCUMENTS, represent the entire and integrated Agreement between the City and the Provider, and supersede all prior negotiations, representations and agreements, whether written or oral. This Agreement may be amended only by written instrument executed by both the City and the Provider with the same formalities as this Agreement. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of its provisions shall be held to be waived or modified by reason of any act whatever, other than by a written amendment as provided in this Article. One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.
- 6.2 Notices relating to this Agreement shall be given:
- If to the City:
City Department
Attn: Contract Administrator
Address
Salem, OR 97301
Fax # (503) Fax #
- With a copy to:
Contracts & Procurement Division
City of Salem, Oregon
555 Liberty Street SE, Room 330
Salem, OR 97301-3503
Fax # (503) 588-6400
- If to Provider:
Providers Company Name
Attn: Providers Project Manager
Address
City, State, Zip
Fax # Fax #
- 6.3 In the event the Work called for in the SUPPORTING DOCUMENTS calls for Provider to furnish a plan or design to be constructed by others, it is agreed that Provider has not been retained or compensated to provide design and construction review services relating to the subsequent contractor's safety precautions, or to means, methods, techniques, sequences, or procedures employed by that contractor to achieve the result called for in the Provider's plans, unless Provider's responsibilities under the SUPPORTING DOCUMENTS include construction management services, and Provider has specified a particular means, method, technique, sequence, or procedure in the plans or specifications for the project, and then only to the extent of such specification.
- 6.4 Neither party to this Agreement shall assign its interest in the Agreement or any part thereof, nor sublet it as a whole without the written consent of the other; nor shall the Provider assign any monies due or to become due hereunder without the previous written consent of the City.
- 6.5 Nothing in this Agreement shall be construed to create any contractual relationship between any subcontractor/consultant and the City.
- 6.6 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.
- 6.7 Should litigation occur between the parties relating to the provisions of this Agreement, all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees, and court costs incurred by the prevailing party shall be paid to the prevailing party by the non-prevailing party, and all such expenses and costs may be included in the judgment entered in favor of the prevailing party.
- 6.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 6.9 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279C.505, 279C.515, 279C.520 and 279C.530.
- 6.10 In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

7 SUPPORTING DOCUMENTS

- 7.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The City's Invitation for Proposals (or other document, however named, which constituted the City's written request or invitation to submit proposals), together with any documents incorporated by reference therein.
 - The City's Letter of Award (or other written document accepting Provider's Proposal with any modifications or clarifications).
 - The Provider's written Proposal (or other written response to the City's invitation, as accepted by the City).

7.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 7.1.

8 REMEDIES

- 8.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - 8.1.1 termination of this Agreement;
 - 8.1.2 withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - 8.1.3 initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 8.1.4 exercise of its right of setoff.
 - 8.1.5 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 8.2 In the event City terminates the Agreement, or in the event City is in default, Provider's sole monetary remedy shall be:
 - 8.2.1 with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and
 - 8.2.2 with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider.
 - 8.2.3 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider, Provider shall pay immediately any excess to City upon written demand provided.

9 TERM AND TERMINATION

- 9.1 Unless sooner terminated as provided in this Article, this Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and shall terminate upon the City's affirmative acceptance of Provider's Work as complete and Provider's acceptance of the City's final payment therefore. Provider's obligations shall be fully performed on or before [Type contract completion date].
- 9.2 This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other in the event of the other's substantial failure to perform in accordance with the terms of this Agreement; provided, however, that if the breach is cured to the satisfaction of the aggrieved party within the 30-day period after notice, this Agreement shall continue in full force and effect.
- 9.3 This Agreement may be terminated by the City:
 - 9.3.1 For any reason upon thirty (30) days' prior written notice by City to Provider;
 - 9.3.2 Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - 9.3.3 Immediately upon written notice if federal or state laws, regulations, or guidelines are modified to interpret in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- 9.4 The rights and obligations created under Articles 3, 4 and 5, and Articles 6.7 through 6.9 of this Agreement are continuing with respect to matters within the scope of this Agreement, and shall survive its termination.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

THE CITY OF SALEM, OREGON

By: _____
Linda Norris, City Manager

By: _____

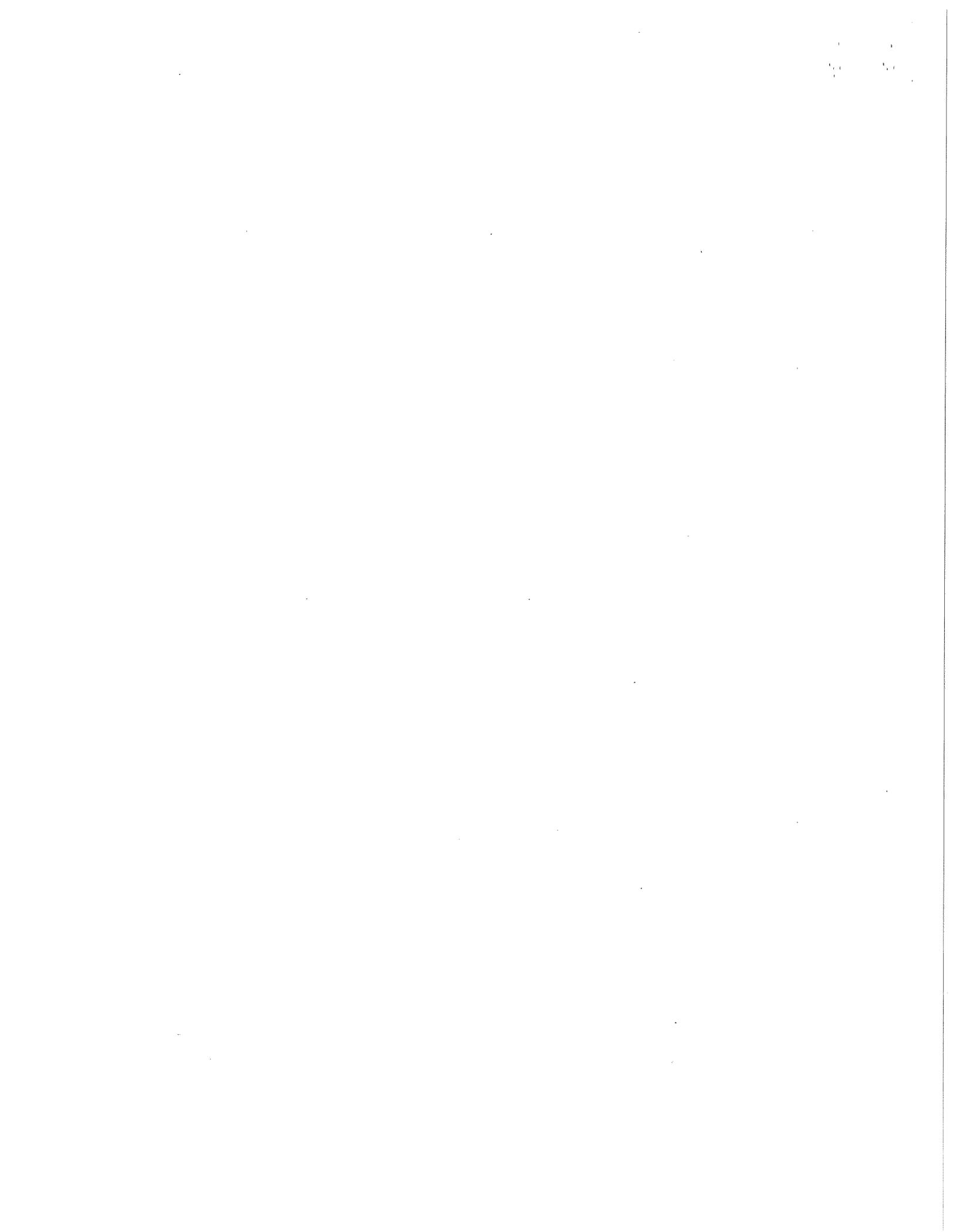
Title: _____

Date: _____

Date: _____

Appendix B

CITY OF SALEM EQUAL OPPORTUNITY POLICY FOR CONTRACTORS



City of Salem Equal Opportunity Policy For Contractors

1. Non-Discrimination Policy, General.

It is the policy of the City of Salem to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap in respect to employment, housing, and public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, housing, or public services, facilities, or accommodations, the following more specific obligations, terms and conditions shall apply.

2. Discrimination Because of Religious Belief.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodations cannot be made without undue hardship to the employer.

3. Discrimination Because of Sex.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decisions is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to housing and to public services, facilities and accommodations, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on the basis of sex where:

- (a) Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or
- (b) The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing

benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. Discrimination Because of Disability.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without hardship to the employer.

With respect to housing and to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

- (a) Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or
- (b) A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.
- (c) The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular disability in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs of persons so disabled.

5. Discrimination Because of Age.

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

- (a) Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;
- (b) The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to housing and to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

- (a) The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such person; or
- (b) The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. Definitions.

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

- (a) Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.
- (b) "Disability" and "handicap" are intended to be synonymous.
- (c) The Contractor is entitled to advisory options as to the specific application of this policy from the designated representative of the City's Director of Community Development. The Contractor is entitled to rely on such advice only to the extent of the completeness and accuracy of the facts presented by the Contractor who is requesting such advice. The City expressly disclaims any responsibility for the Contractor's reliance on advice which later proves erroneous or inapplicable because of facts not known to the City's representative who gave the advice.
- (d) The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. Advertising and Promotional Material.

- (a) In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

(Name of Contractor) is an equal opportunity employer, and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, sex, age, handicap, religion, ethnic background, or national origin.

EXCEPTION: In "Classified" advertising the Contractor need only include the statement "an equal opportunity employer".

- (b) In all advertising, postings, and promotional material relating to housing, and to programs and services funded in whole or in part under a contract with the City of Salem, the Contractor shall include the following statement:

This (housing, program, or service as applicable) is open to all persons without regard to race, sex, age, handicap, religion, ethnic background or national origin. For further information about this equal opportunity policy, contact (name of Contractor's representative) at (phone number).

8. Retaliation.

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Salem, or any state or federal court or agency.

9. Grievance Procedure.

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached—"Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Salem where it conducts any operations. Likewise the Contractor shall fully cooperate with designated representatives of the City of Salem, and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. Violations.

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Salem contracts, or both.

11. Contracts Directly Funded by Federal or State Agencies.

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of “affirmative action” to insure equal opportunity, and specific standards and reporting requirements to be met. “Affirmative action”, in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this Policy, the Invitation to Bidders or Request for Proposals will state, “This project is funded in whole or in part through (name of agency). Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bid.”

11/29/04

NOTICE:

YOUR RIGHTS TO HAVE DISCRIMINATION COMPLAINTS HEARD

This organization receives funding or contract payments from the City of Salem. Some or all of those funds may originate with one or more federal or state agency. Organizations receiving grants or contracts from the City of Salem are obligated to accord equal opportunity in employment, and in access to programs and services without regard to a person's race, sex, age, religion, handicap, ethnic background, or national origin.

If you believe that this organization has discriminated against you in violation of that obligation, you have a right to complain without fear of retaliation. The City of Salem has a process for investigating and acting on your complaint. In addition, there may be federal or state courts or agencies who have a process for responding to your complaint.

The duty not to discriminate is clear, but the various agencies who have discrimination complaint procedures each have special rules.

To assist you in the filing of a complaint with the proper agency, you should contact the City of Salem Human Rights and Relations Commission Staff at (503) 588-6261, or visit or write to:

City of Salem Human Rights & Relations Advisory Commission Staff,
Room 300, City Hall
555 Liberty Street SE
Salem, Oregon 97301-3503

Appendix C

POLICE PROGRAM SUMMARY 2010

POLICE PROGRAM ADJACENCY DIAGRAM

Police Headquarters				
Division/Section Name	2007 Area	Area Changes	2010 Area	2010 Division Totals
Public Facilities	781			1,781
Police Lobby and Community Room	781	1,000	1,781	
Administration & Support				12,448
Administration	3,459	-918	2,541	
Fleet Vehicles	330	-85	245	
Planning & Research	410	0	410	
Internal Affairs	832	-120	712	
Personnel & Training	2430	-565	1,865	
Property	1185	-225	960	
Evidence	6255	-890	5,365	
Jail Transport	350	0	350	
Investigations				10,581
Criminal Investigations	4,866	-780	4,086	
Street Crimes & DART	2,480	-430	2,050	
Gang Enforcement/Graffiti Abatement	2,020	-1,310	710	
Youth Services & DARE	1,925	-895	1,030	
Crime Prevention	2,180	-1,395	785	
Domestic Violence	665	-165	500	
Cadets	270	0	270	
Crime Lab	2,495	-1,345	1,150	
Patrol				9,206
Shift Command	1230	-216	1,014	
Patrol - General	1790	-100	1,690	
Downtown Bicycle Patrol	0	300	300	
Traffic Control	820	-60	760	
Community Service	550	-370	180	
Telephone Reporting	756	-284	472	
Special Teams	4,576	-1,736	2,840	
Patrol Support	1870	80	1,950	

DRAFT

City of Salem
Police Headquarters

Summary
Area Program

Communications				8,234
Records	1906	-965	941	
Information Technology	150	0	150	
WVCC	7,318	0	7,143	
Department Support Areas				4,814
Locker Rooms	3396	-1700	1,696	
Toilets & Showers	910	0	910	
Exercise Room	750	-150	600	
Mat Room	650	0	650	
Break/Lunch Room	608	0	608	
Department Storage	150	0	150	
Custodial	200	0	200	
Sub-Total Police Headquarters	61,344	-13,324	47,064	47,064
Circulation factor @ .2	12,269			
2007 Main Building Sub-total	73,613			
Total Police Headquarters	61,344	-13,324	47,064	47,064
Circulation Factor @ 20%	12,269	-2,665	9,413	9,413
Sub total	73,613	-15,989	56,477	56,477
Allowances @ 30%	22,084	-4,797	16,943	16,943
Grand Total Police Headquarters	95,697	-20,785	73,420	73,420

ANCILLARY FACILITIES				
Police Headquarters				
Division/Section Name	2007 Area	Area Changes	2010 Area	Division Totals
Enclosed				
Sally Port	1,200	-400	800	
Street Crimes/DART Tech Room	0	0	0	
Motorcycle Garage	0	0	0	
Flamable Storage	100	0	100	
Patrol Bicycle Storage	450	0	450	
K-9 Kennel	45	0	45	
Vehicle Support	1,050	0	1,050	
Emergency Generator	150	0	150	
Total Enclosed	2,995	-400	2,595	
Covered				
Official Parking Covered - 20' or Less	2,220			
Patrol	6 spots			
Motorcycles	9 spots			
Total Enclosed and Covered	5,215			

SITE FACILITIES				
Police Department Headquarters				
Division/Section Name	2007 Area	Area Changes	2010 Area	Division Totals
Fire Arms Program - Storage	150	0	150	
Trash & Recycle	100	0	100	
Sub-Total Site Facilities	250	0	250	
Covered Parking Specialty Vehicles				
Type	Spots	Area		
Motorcycles	8	?		
Bomb TK @ Trailer	1	60		
Swat Armor TK1	1	45		
Swat Armor TK2	1	45		
TNT Van	1	45		
Equipment Truck	1	60		
Traffic Control Van	1	45		
Subtotal	14	300		
Police Covered Parking	100			
Civilian Parking	30			
Total Police Parking	210			

PUBLIC FACILITIES

Division/Section Name	2007 Area		2010 Area	Sub-Total
Police Lobby and Community Room				
Entry Vestibule	70		70	
Lobby Open Space	200		200	
Seating 12 @ 15	180		180	
Records Service Counter 3 Position (1 ADA) with queing area for 2 deep in line - 3x4x9	108		108	
Display Pamphlets	25		25	
Display Case	25		25	
Public Writing Counter	25		25	
Public Telephones - 2 @ 10	20		20	
Emergency Phone	10		10	
ATM Machine	10		10	
Computer Station - 3 @ 24	72		72	
Telephone Report Writing Counter 1 Position ADA	36		36	
Community Room	0	1000	1000	
SUB TOTAL NET AREA				
POLICE LOBBY	781	1000	1781	

ADMINISTRATION & SUPPORT

ADMINISTRATION				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Reception				
Entry	72	-72	0	
Waiting - Seat 2 + Table	45		45	
Secretary/Receptionist (1)	90		90	
Secretary (1)	180		180	
Secretary (1)	70		70	
Chief of Police (1)	300		300	
Deputy Chief (4)	900		900	
Community Room	150		150	
Support Lieutenant (2)	432	-132	300	
Support Sergeants (1)	150		150	
Planning/Research (1)	140			
Work/File Room	180	-48	132	
Conference Room	750	-450	300	
Seat 30 @ 25 sf				
2nd 1A Supervisor		-216	-216	
SUB TOTAL NET AREA ADMINISTRATION	3459	-918	2541	

ADMINISTRATION & SUPPORT

FLEET VEHICLES				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Supervisor	100		100	
Field Accreditation				
Manager (1)	45	-45	0	
Police Assistant (1)	45		45	
Volunteer (1)	40	-40	0	
Fil/Storage	100		100	
Sub-Total Net Area Fleet Vehicles	330	-85	245	

PLANNING & RESEARCH				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Business Manager (1)	150		150	
Crime/Intelligence Analyst (2)	180		180	
Plotter Room	80		80	
Work Room				
Sub-Total Net Area Planning & Research	410	0	410	

ADMINISTRATION & SUPPORT

INTERNAL AFFAIRS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Family Waiting Room - Seat 4	120	-120	0	
Sergeants (2)	432		432	
Work Stations	180		180	
Work/File/Storage Room	100		100	
Sub-Total Net Area Internal Affairs	832	-120	712	

PERSONNEL & TRAINING				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sergeant (1)	300	-150	150	
Officers (2)	210		210	
Office Assistant (1)	140		140	
Office Assistant (part time) (3)	140		140	
Library				
Entry Area	40	-40	0	
Table Seat 3 @ 25	0	0	0	
20 L.F. counter w/shelves over @ 5	100	-75	25	
Training Room & Storage - Seat 40	1000	-300	700	
Podium/TV/Display/Maps/Marker Board	200		200	
Kitchenette Alcove			0	
Counter w/under counter refrigerator	50		50	
A/V Storage	50		50	
Chair/Table Storage	100		100	
Mat Room & Storage				
Physical Training				
Work/File Room	100		100	

ADMINISTRATION & SUPPORT

SUB TOTAL NET AREA				
PERSONNEL & TRAINING	2430	-565	1865	

ADMINISTRATION & SUPPORT

PROPERTY				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Department Supply Storage	150		150	
Police Entry	75	0	75	
Property Control Supervisor/QM	180	0	180	
Quartermaster	0	0	0	
Police Assistant	70	0	70	
Uniform Storage	150	0	150	
Change Room	35	0	35	
Department Supply Storage	300	0	300	
Fire Arms/Taser Vault	225	-225	0	
Sub-Total Net Area Property	1185	-225	960	

ADMINISTRATION & SUPPORT

EVIDENCE				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Public Viewing/Receiving Room	120	0	120	
Police Entry	250	-250	0	
Report Writing				
2 WS 40	80	0	80	
12' counter w/storage	60	0	60	
Evidence Submit/Lockers	150	0	150	
Evidence Receive	150	0	150	
Biohazard Lockers	75	0	75	
Evidence Purge	160	0	160	
Evidence Technician	140	-70	70	
Office Assistant	70	0	70	
Police Assistant	70		70	
Evidence Storage Work Room	400	-400	0	
Property Unloading Bay	170	-170	0	
General Evidence Storage	3,000	0	3,000	
Refrigerators -7 @ 2.5 x 6	105	0	105	
Marijuana Storage (Drying Room)	100	0	100	
Drugs	400	0	400	
Guns	400	0	400	
Money	30	0	30	
Bicycle Storage	0	0	0	

ADMINISTRATION & SUPPORT

Evidence Submit/Lockers	150		150	
Evidence Receive	100		100	
Biohazard Lockers	75		75	
Sub-Total Net Area Evidence	6255	-890	5365	

ADMINISTRATION & SUPPORT

JAIL TRANSPORT				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry	25		25	
Prisoner Bench - 2 @ 20	40		40	
Storage	20		20	
2 WS @ 45 (2)	90		90	
	175		175	
Sub-Total Net Area Jail Transport	350	0	350	

INVESTIGATIONS

CRIMINAL INVESTIGATIONS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40	-40	0	
Seat 3 @ 15	45		45	
Staff Assistants (3)	140		140	
Volunteer (1)	40	-40	0	
Lieutenant (1)	216		216	
Sergeants (2)	300		300	
Corporal (2)	150		150	
Community Room	150		150	
Detectives (18)	1,350		1350	
Polygrapher (1)	150			
Digi-Server	45		45	
"Soft" Interview	150		150	
Interview Rooms	560	-140	420	
Observation Room	70	-70	0	
Male Holding Cell	70	-70	0	
Female Holding Cell	70	-70	0	
Toilet - ADA	60		60	
Computer Forensics				
Vestibule	45		45	
Office - 3 WS @ 45	135		135	
Computer Storage	90		90	
Conference Room - Seat 30	750	-350	400	

INVESTIGATIONS

Work/File Room	120		120	
Storage Room	120		120	
Sub-Total Net Area				
Criminal Investigations	4,866	-780	4,086	

INVESTIGATIONS

STREET CRIMES & DART				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40		40	
Seat 3 @ 15	45		45	
Admin Support (1)	90		90	
Lieutenant (1)			180	
Street Crimes Sergeant (1)	150		150	
Street Crimes Corporal (1)	75		75	
Street Crimes Officers (5)	375		375	
Street Crimes Technical Officer (1)	75		75	
DART Sergeant (1)	150		150	
DART Corporal (1)	75		75	
DART Officers (4)	375		375	
K-9 Office				
Vestibule	50	-50	0	
Office-2 WS @ 50 (6)	100		100	
Table Seating 6 @ 25	150	-150	0	
K-9 Kennel (6 dogs)				
Conference Room - Seat 15	350		350	
	0	0	0	
Tech Room				
Interview Rooms				
Work/File Room	100		100	
Storage Room	80	-80	0	
Lockers				

INVESTIGATIONS

24x24x72-15 @ 10	150		150	
Safe	10		10	
Gun Cabinet	40		40	
Briefing Room		-150	-150	
Sub-Total Net Area				
Street Crimes & DART	2,480	-430	2,050	

INVESTIGATIONS

GANG ENFORCEMENT/GRAFFITI ABATEMENT				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40	-40	0	
Seat 3 @ 15	45	-45	0	
Gang - Clerical Assistants (1)	70		70	
Gang Sergeant (1)	150		150	
Gang Corporal (1)	70	-70	0	
Gang Officer (2)	210	-70	140	
Gang Multi-Agency Partners	420	-420	0	
Gang Intelligence Analyst	90	-90	0	
Graffiti Police Assistant (3)	210		210	
Graffiti Analyst	75	-75	0	
Interview Rooms	200	-200	0	
Conference Room - Seat 12	300	-300	0	
Work/File Room	100		100	
Storage Closet	40		40	
Flammable Storage Room				
Sub-Total Net Area Gang Enforcement/ Graffiti Abatement	2,020	-1310	710	

INVESTIGATIONS

YOUTH SERVICES & DARE				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40	-40	0	
Seat 3 @ 15	45	-45	0	
Support Staff	90	-20	70	
Multi-Agency Staff				
Sergeant (1)	450	-150	300	
Corporal (1)	90	-90	0	
Officers (11)	180		180	
Multi-Agency Officers		-270	-270	
DARE (2)	360	-180	180	
Interview Room				
Conference Room - Seat 18	350		350	
Work/File Room	120		120	
Storage - YSU	100	-100	0	
Storage - DARE	100		100	
Sub-Total Net Area Youth Services & DARE	1,925	-895	1,030	

INVESTIGATIONS

CRIME PREVENTION				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40	-40	0	
Seating - 3 @ 15	45	-45	0	
Brochure Display	40	-40	0	
Volunteer Check-In				
Coat Closet	30	-30	0	
Key Rack	10	-10	0	
Mail Boxes	20	-20	0	
Battery Charge	20	-20	0	
Work/File Room				
		0	0	
		0	0	
Sergeant (1)				
Table Seating 30 @ 25				
Crime Prevention Officer (2)	225		225	
Management Analyst (1)	75	-75	0	
Volunteer Coordinator (1)	150		150	
Volunteer (3)	160		160	
Conference Room - Seat 25	625	-625	0	
Work/File Room	200		200	
Brochure Storage	50		50	
Toy Drive Storage	400	-400	0	
Vehicle Inspection Office	90	-90	0	
Sub-Total Net Area Crime Prevention	2,180	-1395	785	

INVESTIGATIONS

DOMESTIC VIOLENCE AND VOLUNTEERS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Entry/Waiting				
Vestibule	40	-40	0	
Seating 3 @ 15	45	-45	0	
Child Play Area	80	-80	0	
Staff Assistant	90		90	
Volunteer Advocate	110		110	
Interview Room - Seat 3	100		100	
Work/File Room	100		100	
Storage	100		100	
20' Wall for Brochures				
Advocate Bags, Victim Packets				
Sub-Total Net Area Domestic Violence	665	-165	500	

CADETS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Work Stations				
2 @ 45	90		90	
Lockers				
20 - 24x24x36 stacked @ 9	180		180	
Sub-Total Net Area Cadets	270	0	270	

INVESTIGATIONS

CRIME LAB				
Division/Section Name	2007 Area	Area Reductions	2010 Area	Sub-Total
Public Entry				
Vestibule	40	-40	0	
Seating - 3 @ 15	45	-45	0	
Counter	40	-40	0	
Fingerprinting/Photography	150	-150	0	
Police Assistant	210		210	
Lab Technician	270	-180	90	
Laboratory	800		800	
Digital Imaging	270	-270	0	
AFIX Tracker Station	140	-140	0	
Fingerprint Card Storage - 5 @ 10	50	-50	0	
Evidence Lockers	100	-50	50	
Training/Conference Room - Seat 12	300	-300	0	
Work/File Room				
Library	80	-80	0	
Crime Lab Vehicle Garage				
Sub-Total Net Area Crime Lab	2,495	-1,345	1,150	

PATROL

SHIFT COMMAND				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Commander Office				
Desk Area	150		150	
Work Stations - 2 @ 50	100		100	
Files - 6 @ 18"	54		54	
Counter/Storage 10'	50		50	
Monitors - 18'	36	-36	0	
Seat - 4 @ 15	60		60	
Patrol Lieutenants (4)	540	-180	360	
Conference Room - Seat 3	100		100	
Office Assistant (1)	140		140	
Sub-Total Net Area Shift Command	1230	-216	1014	

PATROL - GENERAL				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sergeant (12)	540		540	
Officers (72)				
Conference Room - Seat 3	100	-100		
Patrol Briefing				
Table Seating facing front				
24 @ 25	600		600	
Podium/TV/Display/Maps/Marker Board	200		200	
Form Storage	50		50	
Storage Room	100		100	
General Storage	200		200	
Sub-Total Net Area Patrol - General	1790	-100	1690	

PATROL

DOWNTOWN BICYCLE PATROL				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sergeants (1)				
Corporal (1)				
Officers (5)				
Bike Shop and Workshop	0	300	300	
Sub-Total Net Area Downtown Bicycle Patrol	0	300	300	

TRAFFIC CONTROL				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sergeant (1)	225	-60	165	
Officers (6)	420		420	
Conference Room - Seat 20	0		0	
Work/File Room	100		100	
Storage	75		75	
Motorcycle Bay				
Sub-Total Net Area Traffic Control	820	-60	760	

PATROL

COMMUNITY SERVICE OFFICERS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sergeant	150	-150	0	
Officers (8)	315	-135	180	
Waiting Room	85	-85	0	
			0	
Sub-Total Net Area Community Service	550	-370	180	

TELEPHONE REPORTING (TRO)				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Public Counter	32		32	
Entry/Waiting				
Vestibule	40	-40	0	0
Seat 3 @ 15	0	0	0	
Child Play Area	64	-64	0	
Interview Room				
Seat 5	150	-150	0	
Interview Room				
Seat 3	100	-100	0	
Sr. Telephone Report Specialist (1)	100	-25	75	
Telephone Report Specialist (2)	180	195	375	
Part Time Exempt (@ 1/2 time) (1)	90		90	
Work Room		-100	-100	
Sub-Total Net Area Telephone Reporting	756	-284	472	

4 Full Time
2 Limited Duty Officers

PATROL

PATROL/SPECIAL TEAMS				
Division/Section Name	2007 Area	Area Reductions	2010 Area	Sub-Total
Teams & Staff				
SWAT				
Tactical Negotiations Team (TNT)				
Hazardous Device Team (HDT)				
Mobile Response Team				
Operations Commander (EOGC)	216	-216	0	
Team Leaders	280	-280	0	
Team Rooms	1,280	-640	640	
20' Work Bench				
11' Open Work Space				
20' Storage Wall w/2" shelves				
SWAT Armory				
Weapons Storage/Repair	200		200	
Ammunition	100		100	
Training/Briefing/Staging				
Table seating 40@25	1,000	0	1,000	
Podium/TV/Display/Maps/Marker Board	200	0	200	
Storage Room	100	0	100	
Locker Room				
24" x 30" lockers - 80 @ 15	1,200	-600	600	
Sub-Total Net Area Special Teams	4,576	-1,736	2,840	

PATROL

PATROL SUPPORT				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Office Entry				
Briefing Room				
Debriefing Room (Report Writing)				
Entry	25		25	
24 - WS 40	960		960	
Conference Table - Seat 6 @ 25				
15' Counter for Printers, Forms, Storage	75		75	
Gear Storage				
Cubicles 60 - 24" w x 24" d x 27 " h	200		200	
Vehicle Support				
Armory				
Weapons Storage/Repair	200		200	
Ammo and Targets	50		50	
Exterior Firearms Program Storage				
Video Imaging/Fingerprinting/ Intoxilyzer				
Work Station - Officer/Suspect	70		70	
Work Station - Computer Photo Equip.	70		70	
Imaging	50		50	
Fingerprint	50		50	
Intox.	50		50	
Sleeping Rooms	70	80	150	
Sub-Total Net Area Patrol Support Space	1870	80	1950	

COMMUNICATIONS

RECORDS				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Police Lobby				
Vestibule		-20	-20	
Public Counter				
3 Positions @ 20	60		60	
Records Technicians (16)	490	-245	245	
Records Specialist	140		140	
Shift Supervisor (3)	450	-150	300	
Community Room	150		150	
Records Manager	216		216	
Copy/Work Area				
Mail Area	100		100	
Officer Inquiry	50		50	
Files	200		200	
Supply/Storage	50		50	
Conference/Briefing		-550	-550	
Seat 22				
Sub-Total Net Area Records	1,906	-965	941	

Supervisor (1)
Records Analyst (1)
Work/File/Storage Room
Break Area

INFORMATION TECHNOLOGY				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
IT Staff				
Work Station	70	0	70	

COMMUNICATIONS

Computer Storage	80	0	80	
Sub-Total Net IT	150	0	150	

COMMUNICATIONS

WILLAMETTE VALLEY COMMUNICATIONS CENTER				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
ADMINISTRATION				
Reception				
Entry				
Waiting - Seat 2 + Table	117	0	117	
Office Assistant	90	0	90	
Director	216	0	216	
Operations Manager	150	0	150	
Technical Manager	150	0	150	
Training Coordinator	90	0	90	
Project Supervisor	70	0	70	
Administrative Analyst	70	0	70	
Information Specialist	140	0	140	
Address/GIS	70	0	70	
Emergency Manager	150	0	150	
Community Emergency Response				
Team Volunteer	45	0	45	
Conference Room - Seat 20				
Work/File Room				
WVCC	150	0	0	
Mail Counter	25	0	0	
Training Room/EOC				
Table Seating 30 @ 25	750	0	750	
Podium/TV/Display/Maps/Marker Board	150	0	150	
EOC Storage	150	0	150	
Training Console	135	0	135	2543

COMMUNICATIONS

DISPATCH FLOOR				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Shift Supervisor				
Console	135	0	135	
Work Station	70	0	70	
Dispatch/Call Taking	1,890	0	1,890	
Copy/Printer Alcove	50	0	50	
File/Storage Alcove	50	0	50	
Supply Alcove	50	0	50	
				2245

SUPPORT SPACE				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Staftt Entry	50	0	50	
Lockers				
15 x 24 x 36 - 2 high - 63 @ 3.25	205	0	205	
Training/EOC Entry	120	0	120	
Staff Toilets - Men				
1 Toilet ADA	50	0	50	
1 Urinal	30	0	30	
1 Lav	30	0	30	
Entry Screen	50	0	50	
Staff Toilets - Women				
1 Toilet ADA	50	0	50	
1 Toilet	30	0	30	
2 lavs @ 30	60	0	60	
Entry Screen	50	0	50	

COMMUNICATIONS

Training/EOC Toilets - Men				
1 Toilet ADA	50	0	50	
2 Urinal @ 30	60	0	60	
2 lavs @ 30	60	0	60	
Entry Screen	50	0	50	

Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Training/EOC Toilets - Women				
1 Toilet ADA	50	0	50	
1 Toilet	30	0	30	
2 lavs @ 30	60	0	60	
Entry Screen	50	0	50	
Break Room				
Kitchen Alcove				
10' Counter w/sink, garbage disposal, microwave, over-head cabinets	50	0	50	
Dishwasher	10	0	10	
Refrigerator	18	0	18	
Vending Machines - 2 @ 20	40	0	40	
Table Seating 8 @ 25	200	0	200	
Lounge Area, Couch, Chair, Table	72	0	72	
Service Entry				
	30	0	30	
Equipment Room(s)				
Radio, Phone, CAD 800	800	0	800	2355
Mechanical & Electrical Equipment				
Sub-Total Net WVCC	7,318	0	7,143	7143

DEPARTMENT SUPPORT FACILITIES

LOCKER ROOMS - GENERAL				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Lockers - Sworn			0	
24" x 24" with projecting bench and aisle: 12 sf each - Total: 227			0	
Lockers - Civilian			0	
12" x 24" with projecting bench and aisle: 6 sf each - Total: 62			0	
Locker Room - Men			0	
Sworn:			0	
.67 x 227 x 1.1 = 167 @ 12	2,004	-1,000	1004	
Civilian:			0	
.50 x 62 x 1.1 = 34 @ 6	204		204	
Locker Room - Women			0	
Community Room	204		204	
Sworn:			0	
.33 x 227 x 1.1 = 82 @ 12	984	-700	284	
Civilian:			0	
Sub-Total Net Area				
Locker rooms	3396	-1700	1696	

DEPARTMENT SUPPORT FACILITIES

Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Toilets & Showers			0	
Toilet & Shower - Men				
3 lavatories @ 30	90		90	
1 Toilet ADA @ 50	50		50	
2 Toilet @ 30	60		60	
3 Urinal @ 30	90		90	
1 shower/dry ADA @ 50	50		50	
2 shower/dry @ 30	60		60	
Entry Screen 2 @ 50	100		100	
Toilet & Shower - Women				
3 lavatories @ 30	90		90	
1 Toilet ADA @ 50	50		50	
3 Toilet @ 30	90		90	
1 shower/dry ADA @ 50	50		50	
1 shower/dry @ 30	30		30	
Entry Screen 2 @ 50	100		100	
Sub-Total Net Area				
Showers	910	0	910	

DEPARTMENT SUPPORT FACILITIES

Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Exercise Room			0	
Free weight and exercise equipment 15 items @ 50 (average)	750	-150	600	
Sub-Total Net Area Exercise Room	750	-150	600	

Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Mat Room			0	
(Physical Training)			0	
Instructor	50		50	
16 participants @ 25	400		400	
8 observers @ 10	80		80	
Storage Area:			0	
Mats, bags, batons	120		120	
Sub-Total Net Area Mat Room	650	0	650	

DEPARTMENT SUPPORT FACILITIES

Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Break/Lunch Room			0	
Kitchen Alcove			0	
12' counter with sink, garbage disposal, microwave, dishwasher, overhead cabinets	60		60	
Refrigerator	24		24	
Vending Machines - 4 @ 24	96		96	
Small Table - Seating for 16 @ 20	320		320	
Couch	42		42	
2 Chair @ 18	36		36	
2 Tables & lamps @ 15	30		30	
Sub-Total Net Area				
Break Room	608	0	608	
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Department Storage			0	
Allowance	150		150	
Sub-Total Net Area				
Department Storage	150	0	150	
Division/Section Name	2007 Area	Area Changes	2010 Area	0
Custodial	0	0	0	
PC Work Station	70		70	
Central Supply	100		100	
Clean Equipment	30		30	
Sub-Total Net Area				
Custodial	200	0	200	

ANCILLARY FACILITIES

GENERAL				
Division/Section Name	2007 Area	Area Changes	2010 Area	Sub-Total
Sally Port				
2 bay tandem - 2 @ 16 x 25	800	0	800	
Passing lane - 8 x 50	400	-400	0	
Street Crimes/DART Tech. Room				
Flamable Storage				
Storage 5 x 10	50	0	50	
Clean up Area	50	0	50	
Patrol Bicycle Storage				
Bike Storage - 25 @ 15	375	0	375	
Helmets and packs	75	0	75	
K-9 Kennel				
3 @ 15	45	0	45	
Vehicle Support				
2 bay @ 16 x 25	800	0	800	
Support Space				
Vacuum cleaner, mop sink, cleaning supplies, traffic cones	200	0	200	
Enclosed Storage				
Flares	50	0	50	
Emergency Generator				
	150	0	150	
Sub-Total Net WVCC				
	2,995	-400	2,595	
Official Parking - Covered 20' or Less				
Patrol	2,220			
Motorcycles				

PARKING			
Type	Spaces	Area	
Police Covered Parking	100		
Total Police Parking	210		
Total Civilian Parking	30		
Covered Parking Specialty Vehicles			
Type	Spaces	Size	
Motocycles	8	60'	
Bomb TK @ Trailer	1	45'	
SWAT Armor TK1	1	45'	
SWAT Armor TK2	1	45'	
TNT Van	1	45'	
Equipment Truck	1	60'	
Traffic Control Van	1	45'	

Site Facilities 250 SF
 Flammable Storage
 Bicycle Storage 450 SF
 Vehicle Support 1050 SF
 Fleet Vehicles 245 SF
 Gen K-9

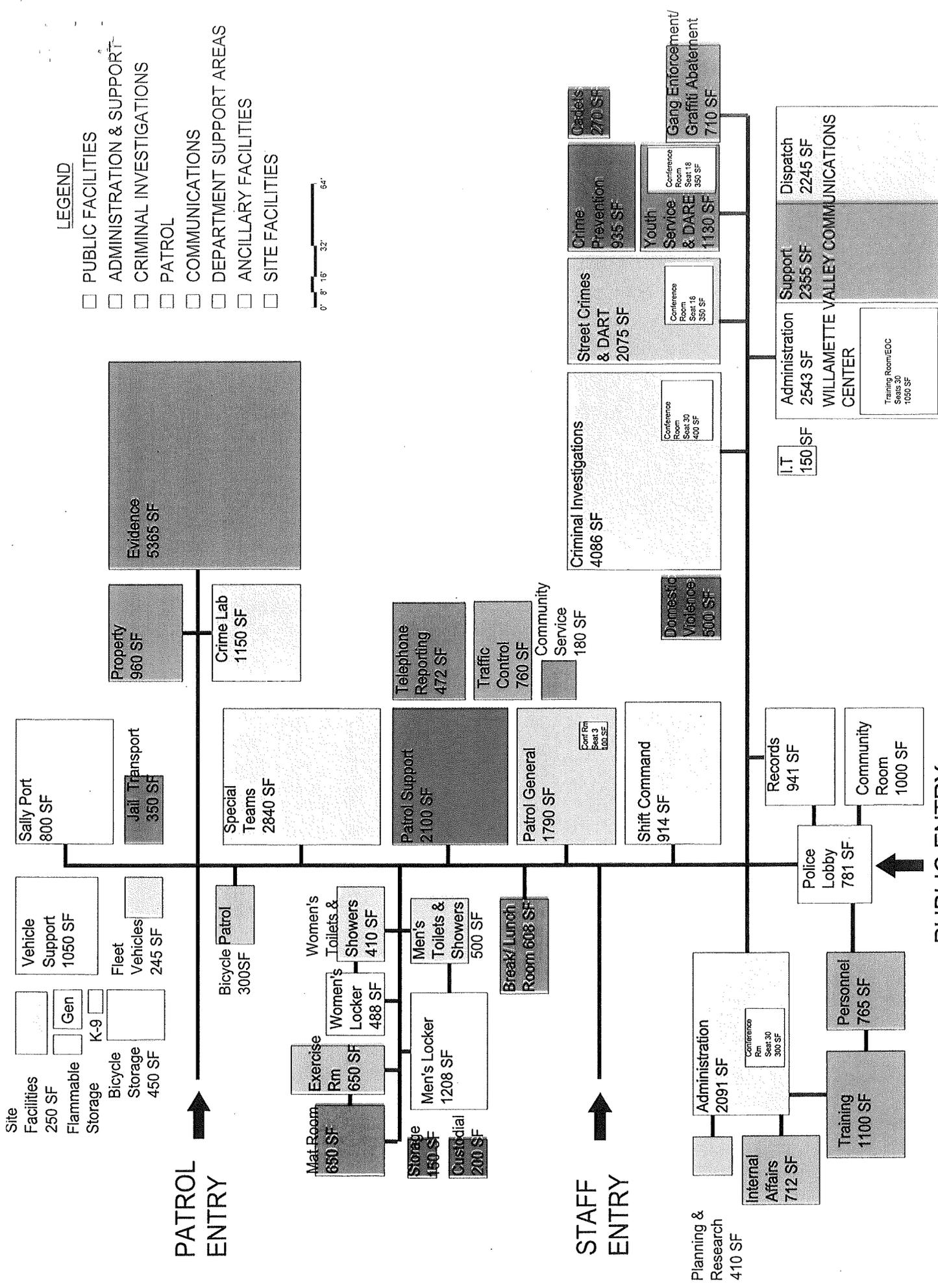
PATROL ENTRY

STAFF ENTRY

PUBLIC ENTRY

LEGEND

- PUBLIC FACILITIES
- ADMINISTRATION & SUPPORT
- CRIMINAL INVESTIGATIONS
- PATROL
- COMMUNICATIONS
- DEPARTMENT SUPPORT AREAS
- ANCILLARY FACILITIES
- SITE FACILITIES

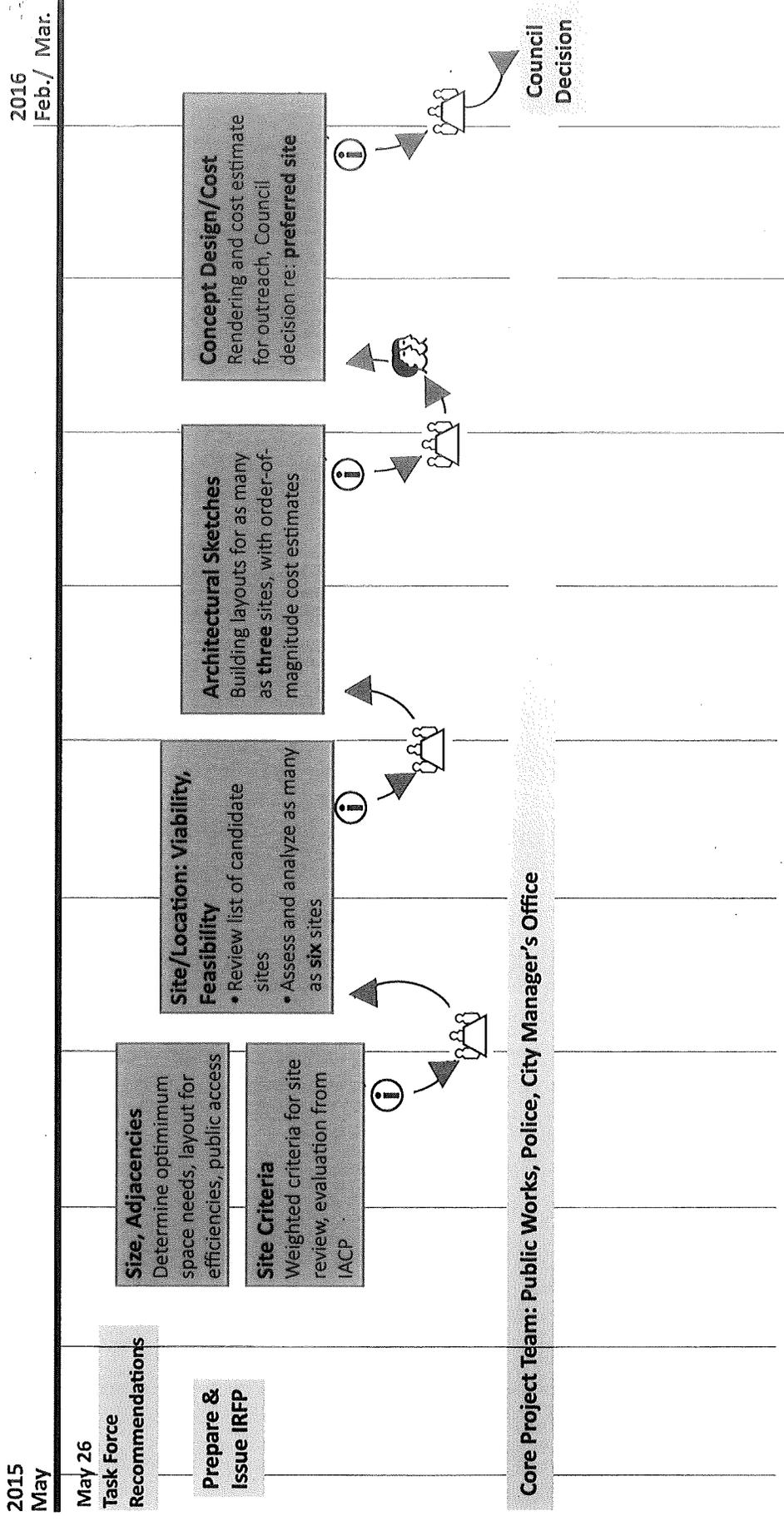


Appendix D

CITY OF SALEM POLICE FACILITY ARCHITECTURAL SERVICES SCOPE DIAGRAM

City of Salem: Police Facility Architectural Services

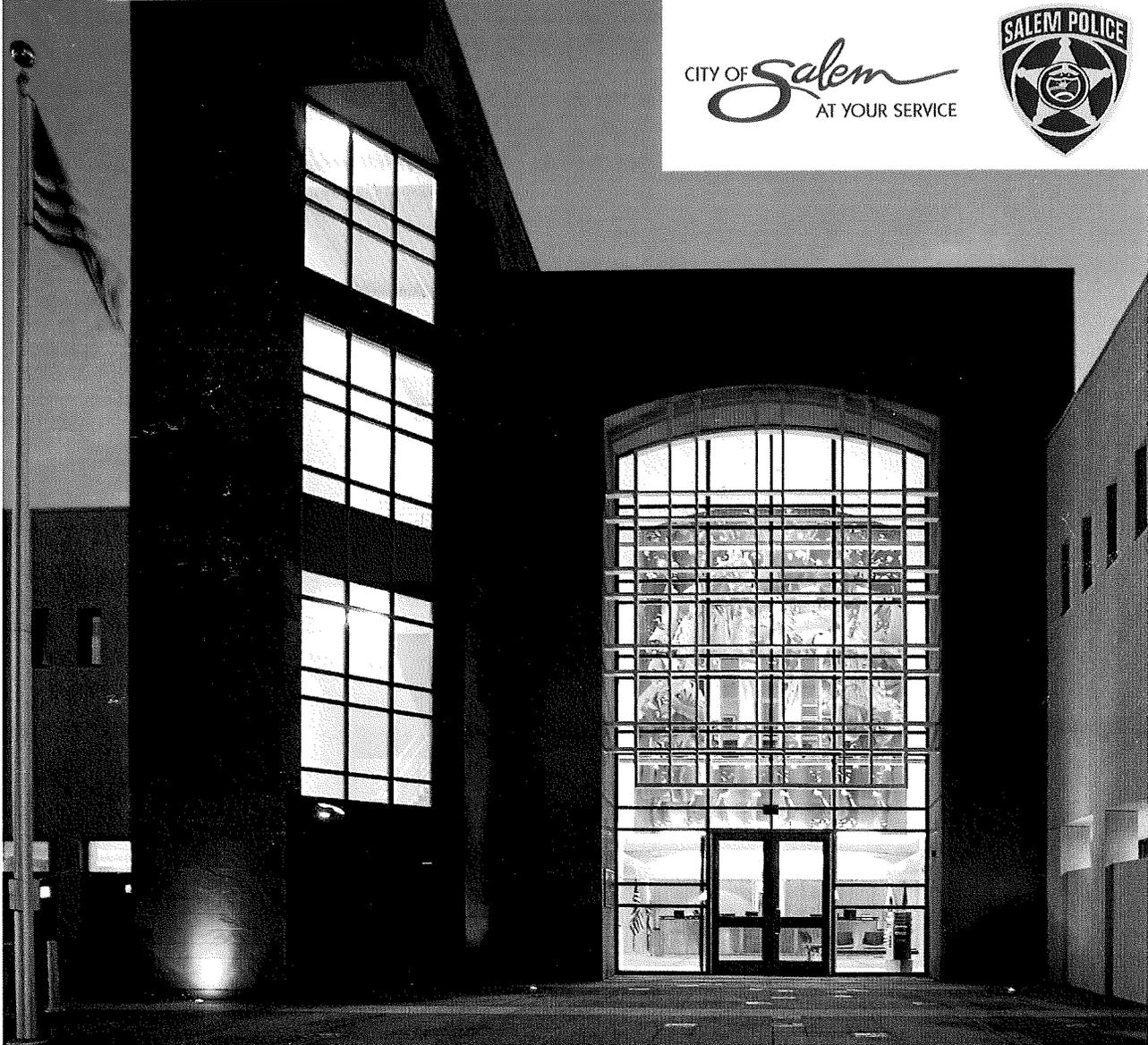
Preliminary Draft: May 8, 2015



- Key**
- Deliverable/Consultant Product.
 - Council Subcommittee Presentation
 - (OPTIONAL) Community Open House
 - Lead Responsibility: City
 - Lead Responsibility: Consultant

City of Salem | Architectural Services for Salem Police Facility

CITY OF *Salem*
AT YOUR SERVICE



PROPOSAL FOR A/E SERVICES
statement of qualifications

submitted by:

 **DLR Group**
Architecture Planning Interiors

CB|Two
ARCHITECTS

DLR Group
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Portland, OR 97204
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dlrgroup.com

ORIGINAL

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Cover Letter



June 19, 2015

Purchasing Administrator
555 Liberty Street SE
Room 330
Salem, OR 97301-3513



Architecture Planning Interiors

DLR Group Architecture & Planning
421 SW Sixth Avenue
Suite 1212
Portland, OR 97204

o: 503/274-2675
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Re: Request for Proposals | Architectural Services for the Salem Police Facility

Dear Selection Panel,

It takes courage to take a step back in the process of building a new police headquarters in order to take a confident step forward. But that's what the City did by seeking input from the Police Facilities Task Force on its initial public safety plan, and we laud you for that.

In December of 2014, at your invitation, Justin Stranzl and I told the Police Facility Task Force that we believe a modern police facility for a large department like Salem's should expect to be closer to 90,000 square feet than the 75,000-square-foot floor. Others have suggested larger. Which number is correct? The City has arrived at a critical juncture to identify the ceiling or, more accurately, a sensible mid-point for needs, and it has a mandate to zero in on the right answer. Good work has been done, and we're not here to reinvent the wheel. We're here to help.

DLR Group has been following your story – meeting and talking with Chief Moore, Deputy Chief Bellshaw, City officials and task force members – and we've been thinking about your police station needs for a significant period of time. Our commitment to helping you identify the correct building size and confidently step forward toward the design of a new police headquarters has led us to team with CB Two Architects to pursue this work. We strongly believe that CB Two's strong management abilities, married with their keen understanding of the Salem community and their ongoing work with the City, are a perfect complement to our police programming expertise. More than those practical concerns, their entrepreneurial culture is a mirror of our own and we share a commitment to the City of Salem.

Now it's time to roll up our sleeves and get to work. We will meet with a broad cross-section of departmental and specialty leadership within the Police Department and the City to thoroughly observe and understand functions and intents. We will challenge and offer key context. We will listen, document, report, revise and document again. We will work with you to get it right. While helping you evaluate sites, we will champion best practices for public, staff and police; vehicle and pedestrian movements; opportunities for smart growth; and security and safety protocols. We will sketch it to build viability, and we'll use our experience to skillfully cost it out. We have the tools, the experience and the desire to take you where you want to go – and beyond.

We are not here to add another police station to some anonymous portfolio. Our team has an ongoing commitment to Salem and skin in the game. We want to work with the City and are poised to help you make a world class police facility a reality in Salem.

Many thanks,

DLR Group

A handwritten signature in black ink, appearing to read "Jake Davis".

Jake Davis, AIA, LEED AP
Principal

Organization and Project Team



About DLR Group

DLR Group is international in scope with 650 staff in 20 offices coast to coast and one in Shanghai. The Northwest region is a major architectural and engineering hub with over 100 staff located in offices in Portland, Seattle and Honolulu.

There are 14 Principals located in the Northwest region, including Kent Larson, who is also the Justice+Civic Sector Leader for Oregon.

History and ownership

Founded in 1966, DLR Group has grown to be one of the leading design firms today, lauded for design excellence as well as client-focused service quality. In the Northwest we have a rich history that dates back to 1900 when John Graham and Associates was established in Seattle.

We are employee-owned, which empowers each and every team member to ensure success for our clients.

DLR Group's contribution to the local design community recently earned our firm the title of one of the 10 "Top Architects and Engineers of the Century" from Seattle's Daily Journal of Commerce. We're proud of our dedication to the local design and construction community.

Justice Facility Experts

DLR Group is a nationally and locally recognized expert in justice facilities design. We have completed over 80 justice facilities nationally in the past eight years, with a construction value of more than \$3.2 Billion. We are proud of our reputation and recent national rankings:

- No. 1 justice design firm in the world by *BD World Architecture* magazine for eight of the last 10 years;
- No. 3 largest firm by work volume in the U.S. by *Building Design & Construction*;
- One of the "Top 10 Sustainable Design Firms" in the U.S. by *Architect Magazine*.

We are active members of the National Association of Court Managers, American Jail Association, and the AIA Justice Facilities Review Committee and IACP.

Industry-Recognized as a Leading Design Firm

DLR Group is ranked #1 by ARCHITECT, the official publication of the American Institute of Architects, in its 2012 ARCHITECT 50 ranking of U.S. firms. This ranking is based on design excellence (reflected in repeat clients, awards, and pro bono), sustainability (Architecture 2030 commitment, LEED, and proven building performance), and business practices.

DLR Group has ranked in the top 10 of U.S. firms each year since the ARCHITECT 50 debuted in 2009.

Services we offer include:

- Integrated Design
- Needs Assessments
- Facility Assessments
- Architectural Services
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Sustainable Design / LEED
- Interior Design
- Technology Planning and Design
- Security
- Construction Administration
- Commissioning

Integrated Team

DLR Group offers clients the opportunity to work with a single-source provider of complete project design services in architecture, engineering, planning and interiors. Our team can lead a project forward from the earliest stages of planning through to final documentation, and then continue to support the client through construction administration and closeout. DLR Group clients acclaim our ability to get a comprehensive project team on the job immediately; our integrated process involving all disciplines as design collaborators; and our delivery of impressive facilities that exhibit the kind of clarity of purpose and effective functionality that only a unified design team can produce.

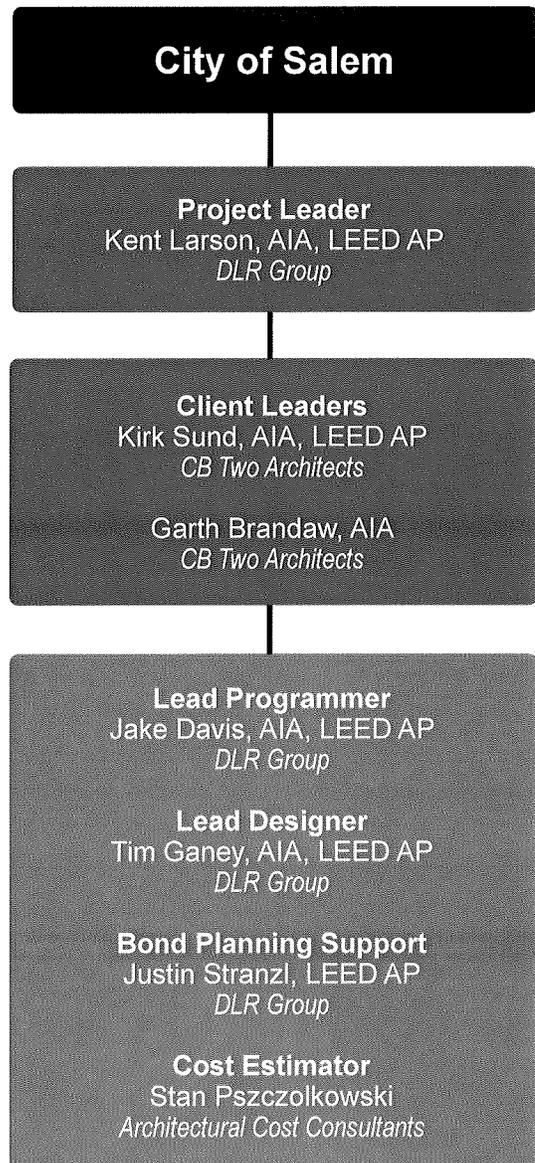
Make no assumptions about what architecture, engineering, planning and interiors entails. Within this umbrella, you're sure to run into something that surprises you; something that you may not have thought that a design firm could provide.

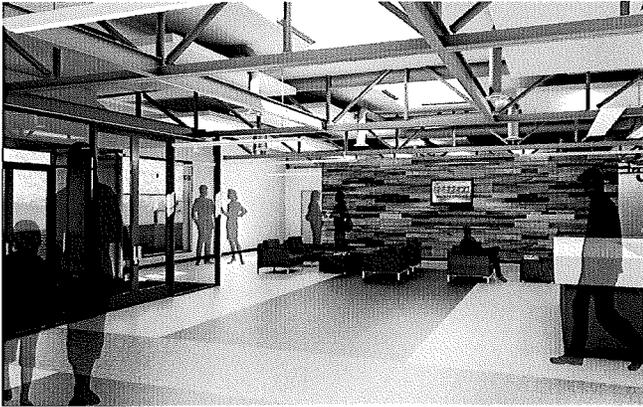
DLR Group Police Station Design Projects

- Aberdeen Police and Public Safety Facility, Aberdeen, SD
- Ashland Police Station Renovation, Ashland, OR
- Bay Village Police Facility, Bay Village, OH
- Bellevue Police Custody, Bellevue, WA
- Camas Police Facility, Camas, WA
- Canon City Police Department, Canon City, CO
- Cheyenne Police Facility, Cheyenne, WY
- City of Burbank Police, Burbank, CA
- City of Pomona Police Station, Long Beach, CA
- Council Bluffs Police Facility, Council Bluffs, IA
- Culver City Police Station, Culver City, CA
- Edgewater Police Department, Edgewater, CO
- Everett Police Department, Everett, WA
- Fontana Police Department Expansion, Fontana, CA
- Kenmore Police Renovation, Kenmore, WA
- LaVista Police Facility, La Vista, NE
- Lafayette Police Facility, Lafayette, CO
- Las Vegas Metro Police Headquarters, Las Vegas, NV
- Los Angeles Valley Police Station, Canoga Park, CA
- Metro Bomb Squad Facility, Los Angeles, CA
- Milton-Freewater Police Department, Milton-Freewater, OR
- Mission Area Police Station, Mission Hills, CA
- Moorpark Police Services Center, Moorpark, CA
- Mount Vernon Police and Courts, Mount Vernon, WA
- Mukilteo Police Station, Mukilteo, WA
- Northfield Police Facility, Northfield, MN
- Offutt Air Force Base Security Police Operations, Bellevue, NE
- Oregon State Police Forensic Crime Lab, Portland, OR
- Sauk County Police Department, Baraboo, WI
- Sherwood Police Facility, Sherwood, OR
- St. Helen's Police, St. Helens, OR
- Town of Monument Police Facility, Monument, CO
- University of Colorado Police Department, Boulder, CO
- Waukegan Police Department Renovation, Waukegan, IL
- West Valley Community Police Station, Reseda, CA
- Woodbury Public Safety Addition, Woodbury, MN
- Yakima Police Station, Yakima, WA

Projects located on the West Coast

Team Organization





Cheyenne Public Safety Center Cheyenne, WY

Project Description

DLR Group teamed with local architect Pappas & Pappas and the City of Cheyenne to improve public safety operations in a centralized facility. DLR Group designed a new public safety center in order to co-locate the Cheyenne Police Department, Cheyenne Fire Administration, Laramie County Joint Communications Center and the Laramie County Emergency Operations Center in a single, custom-designed and technologically-advanced public safety facility. The shared needs of the combined facility added a layer of complexity to the program and adjacencies of the project, but allowed for shared common componentry, which ultimately saved the City money.



The design solution included a remodel of an existing Dineen building which once served as a Pontiac dealership in downtown Cheyenne. To complete the design and the refurbishment of an important block in the downtown area, a three story addition was built adjacent to the Dineen building to serve the public safety components of the project and meet the security hardening and importance factors needed for a critical facility. The public functions of lobby and community room, along with support Functions fill the Dineen Building and help to connect the community to history, scale, and context of the downtown Cheyenne area. Prior to design, we provided site and energy analysis services, as well as detailed programming and planning process to guide us in customizing the spaces within the facility to meet a shared goal of increased efficiency for all departments.



Northfield Public Safety Building and Police Station Northfield, MN

Project Description

The Public Safety building in the City of Northfield was situated on a prominent site at the intersection of two primary roadways with a scenic view of the Cannon River, a site which was also located in a floodplain and overrun by flood waters in 2010. The City engaged DLR Group to assist in the evaluation of multiple sites for a new public safety campus. The process necessitated a close and effective working relationship between the design team and Police and Fire Department staff, City Council and several citizen groups. In its investigation work, the team was tasked to identify departmental needs, assess options for reuse of the existing site and analyzing potential new sites and explore both single-use and combined-use facility designs. DLR Group led an exhaustive site selection process with the goal of identifying a location that served both Police and Fire Department needs. The centrally located site is master planned for a new stand-alone Police Facility and future expansion of a new Fire Station.



The four-acre site, located five blocks from the original Police Department building, is bounded by the City's major traffic arteries giving fast and easy access to all parts of the municipality. The new 26,000 SF station provides modern facilities for police functions including training, patrol, investigations, booking and holding and administration. An underground garage provides secure storage for police vehicles and is heated to protect sophisticated electronic equipment when the vehicles are not in use.



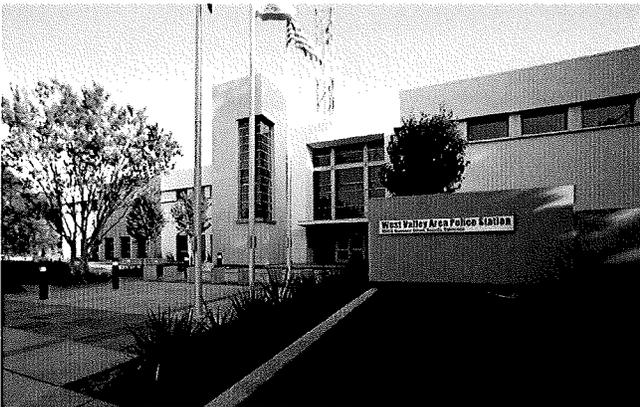
Sherwood Police Station Sherwood, OR

Project Description

This new police facility for the City of Sherwood includes a firing range and community room in addition to law enforcement space requirements.

The design goal was to create a building with a sense of permanence and a civic image. The use of brick, pre-cast concrete and glass expresses both public openness and security simultaneously. Features include an inviting entrance to a public lobby and service counter, as well as secure operational areas including administration, investigation, patrol, evidence storage, vehicle sally port and detainee holding areas.

Throughout the design development stage DLR Group designers worked closely with the owners to create a state of the art facility and ensure that the finished building reflects the unique needs and objectives of the Sherwood community.



West Valley Community Police Station Reseda, CA

Project Description

Developed from a prototype that DLR Group designed for the new generation of LAPD facilities, this 61,500-square-foot new police station contains law enforcement operations, evidence storage, administrative offices, community room, exercise and locker room, holding cells, vehicle maintenance and fueling facility, and helipad atop a 330-car parking structure.

Located on an existing civic campus, the station's functional design emphasizes police and community interaction alongside traditional law enforcement activities. Situating the station close to the street edge at its main entrance along Vanowen Street brings law enforcement closer to the community.

The first floor contains a large public lobby and reception area adjacent to an outdoor courtyard and community room, which is used by civic organizations for neighborhood gatherings.





Mission Area Police Station Los Angeles, CA

Project Description

This new 50,250-square-foot police station contains law enforcement operations, evidence storage, administrative spaces, community room, exercise and locker room, holding cells, vehicle fueling and maintenance facility, and a 321-car parking structure. Keeping the design within the local context, DLR Group drew inspiration from two nearby historic buildings: the San Fernando Mission and the Pico Andres Adobe. The resulting visual character of the Station is defined by strong, simple masses with solid walls and punched openings.



In order to control costs, greater articulation and detail, and upgraded hardscape and landscape materials are concentrated at the entry court and adjacent public spaces, and to a lesser degree, at the staff entry at the rear of the building.

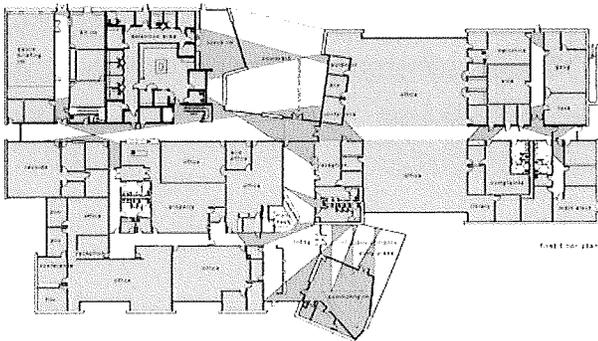


Topanga Police Station Canoga Park, CA

Project Description

The 54,000-square-foot Topanga Police Station falls under Proposition Q, in which the City of Los Angeles authorized \$600 million in general obligation bonds for construction, repair and renovation of police and public safety facilities throughout the City.

This new facility contains all the amenities of a state-of-the-art urban police station, including police administration, locker rooms, evidence storage and a small holding facility. The site development also includes a vehicle maintenance shop and utility building. This design received the Merit Award for Design Excellence from AIA San Fernando Valley.





Ray & Joan Kroc Community Center Salem, OR

CB|Two
ARCHITECTS



Project Description

First and foremost, the Kroc Center was designed to make local residents feel welcome. The materials and aesthetic appeal suggest a contemporary Pacific Northwest character, responding to the connection to nature and sustainable development that characterizes the region. Basalt stone veneer, used selectively in prominent areas, evokes the rugged Cascade mountain range visible from the site. Shed roofs soar over the site with expanses of windows that blur the distinction between indoor and outdoor activity areas. Key building elements are sheathed in copper-colored solid phenolic panels with a hue that sparkles and shifts in sunlight.

The 10.65-acre site of the Salem Kroc Center—previously a gravel pit in one of Oregon's most underserved cities in terms of recreation—has undergone a profound transformation into a parkland. Some of the Kroc Center's sustainable features include bioswales, use of environmentally friendly products like cork and formaldehyde-free composite wood products, low-flow fixtures and a single-stream recycling program. The majority of the concrete masonry units used on the exterior were sourced from within a 500-mile radius. Native basalt stone veneer, a driftwood mantel recovered from a local beach in Rockaway, Oregon, and carpet made from post-production and post-consumer waste were also incorporated into the design. The Kroc Center has been awarded the U.S. Green Building Council's LEED Silver certification. This project was a successful collaboration between CB Two Architects and BRS Architecture.



WaterPlace Building Salem, OR

CB|Two
ARCHITECTS

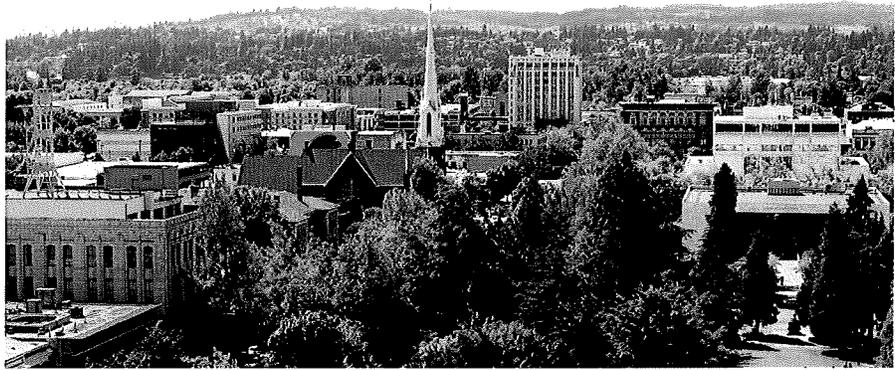


Project Description

The WaterPlace building has reinvigorated the Liberty Street corridor in downtown Salem. Previously home to a dilapidated restaurant, motel and small commercial office building, the site had tremendous opportunity to provide a showcase for habitat restoration and sustainable architecture. The site concept included placing a new building along Liberty Street and restoring the riparian corridor along the Pringle Creek. The design of WaterPlace addresses energy conservation in several key ways. First, interior lighting demands are greatly reduced by an abundance of fenestration and natural light. Over 95% of the building's occupied interior spaces have natural light, and over 75% of spaces have window views. Second, careful detailing during design and construction has resulted in a building with a highly insulated and tight envelope that provides 24% energy savings over a baseline building of similar size. Through the use of careful design and innovative fixtures, WaterPlace uses 34% less water compared to a baseline building.

Prior to receiving LEED Platinum certification, WaterPlace had already become a prominent paragon of sustainability in downtown Salem. Beautification of the existing site and riparian restoration provide clear examples – right across from City Hall and at the gateway to Downtown – of the power of a green development to enhance the landscape and the community. Large windows and sweeping views of trees, wildlife and the city itself site encourage an appreciation for the harmony between the natural and architectural landscapes.

Support of City Staff



C.1.

All of our interactions with City staff will be done with consideration and respect. Engagement of all City stakeholders is essential, and establishing a clear process and internal communication plan for the project is critical. We would expect our team to be an active partner with the City Manager's office and the City project manager, preparing presentations and graphics for project open houses, PR websites and other distribution materials; leading public presentations; and participating in MWESB recruitment forums in the event the project moves forward into the construction stage and we are selected for that work.

Our partners at CB Two have spent countless hours working with the Salem building department, planning and public works, as well as the mayor's office, city manager and the police chief and deputies. We know from experience that the game changes quickly, and we are able to produce documents to assist City staff promptly.

CB Two's office in WaterPlace is positioned at a prime location in downtown Salem. WaterPlace centrally sits between Civic Center and Salmon Run, both of which include office space for the City of Salem. This location provides an opportunity for interaction with the City, as CB Two personnel and conference rooms are available for use during this project and the proximity lends itself for us to walk across the street to meet with City staff face-to-face.

C.2.

We know from your RFP's Scope of Services that you expect our team to lead five public presentations to support this project. Both CB Two and DLR Group have extensive experience leading public engagement sessions.

For our new Jefferson County Courthouse project, DLR Group led presentations at a series of open houses to garner public support for the project. County staff wanted to show transparency, so the events were advertised and attended by a quorum of county commissioners so taxpayers in attendance knew they were being respected and heard. Our team showed the public images of similar facilities across the United States and employed a "red dot" exercise, where we posted project photos on the wall, gave red stickers to attendees from the public, and asked them to put a sticker on the photo that resonated most with them. Asking attendees to show support through stickers rather than raising their hand and speaking encourages participation and involvement for all, not just the most boisterous in the crowd.

For a series of public projects in nearby Dallas, our DLR Group team led a subcontractor forum to increase local participation. We mailed invitations and followed up with phone calls to every relevant Polk and Marion County subconsultant we could find in the phone book, and then explained the projects so those local contractors would be prepared to bid. Many of the attendees told us they were on the fence about supporting the projects before but, because of our outreach, told us they would support the bond measure.

Garth Brandaw and Kirk Sund of CB Two Architects have been working with the City of Salem's staff and elected officials on the Civic Center/Police Station Project since 2010. We understand the political issues inherent to the project from an intimate Salem community standpoint and how to frame the discussion with the public.

CB Two can use this important historical knowledge and understanding in concert with DLR in public discussions. This will provide efficiency in the message and benefit decision making. CB Two Architects have gained tremendous respect in the Salem community with involvement on many recent meaningful and impactful projects. Public input was essential to achieve a successful outcome. These projects include the Kroc Community Center, Broadway Commons, Waterplace, and Pringle Square South Block Apartments. In summary, CB Two has strongly supported efforts to improve the livability and image of Salem while embracing a high level of design quality.

Bond Support

In the event the City takes its police project to voters and asks for their support, DLR Group has extensive experience assisting in informational efforts. In 2014, our bond assistance team led four public informational campaigns across Oregon, and all four jurisdictions saw their measures pass. At the very minimum, a design firm can be expected to help in a bond informational effort by producing a drawing that can be shared with the community and that shows what the project will be. But our bond team goes much farther. For each of our four 2014 bond clients in Oregon, we obtained voter lists from county clerks, analyzed historical elections data and voter turnout patterns, designed and produced fliers and mailers, developed calendars of events where public representatives could provide information about the project, and helped organize and shape the public client's informational campaign.

C.3.

The team we are proposing for the Police Facility Planning Project is available to begin work immediately upon notification of award or as soon as a contract is finalized. This goes for both the DLR Group and CB Two proposed project team members.

Technical Approach



D.1.

Since DLR Group was invited to testify before the facility task force last year, we've been getting to know the Salem Police Department, examining its challenged existing facilities with our own eyes and following the task force's recommendations toward a free-standing solution. All the while, we've been thinking about how to right-size a new facility. This is what we do – we work with critical agencies of all types in distilling needs into numbers, creating criteria, finding the right site to satisfy the needs and providing realistic budgets for moving projects forward. We've done this for justice agencies all over Oregon.

DLR Group has experience with more than 50 police agencies nationally, and our resident public safety design expert, Jake Davis, has worked on dozens more, including similar police facilities across the country in 12 states. Quality public safety design starts in a preliminary design phase like the one you have laid out. In moving from program toward conceptual design, we start with a focus on key areas of adjacencies and relationships, optimal efficiencies, expansion strategies and public safety lessons learned.

"I have worked with multiple police and fire agencies from coast to coast in order to translate operational observations, descriptions and reports into hard program numbers that tailor those findings into needs. It is through constant collaboration with the users that conceptual, schematic and detailed plans flow out that take operational efficiency above all into account. Crystalizing needs via a keen operational perspective is why I do what I do."

Jake Davis
Proposed Police Planner and Programmer

Proposed Schedule with Milestones and Deliverables

Task 3.2.1 Determine Appropriate Size, Programming, and Adjacencies

Aug. 12 – 26	Operational Observation and Police Staff Interviews
Aug. 26 – Sept. 9	Initial Verified Program Draft
Sept. 9 – 18	City of Salem Program Review
Sept. 25	Updated Verified Program to City
Sept. 25 – Oct. 9	Develop Adjacency Diagrams

Task 3.2.2 Assess Viability and Analyze Feasibility of Possible Facility Locations

Sept. 14 – Oct. 6	Develop Site Criteria/Site Analysis
Oct. 6	Presentation #1 to Council Subcommittee – Feasibility Findings
Oct. 20	Presentation #2 to Council Subcommittee – Feasibility Findings

Task 3.2.3 Develop Site Sketches

Oct. 20 – Nov. 6	Develop design sketches and review with staff
Nov. 6 – 13	Develop high level cost analysis

Task 3.2.4 Conceptual Design and Cost Estimate

Nov. 13 – Dec. 4	Develop Architectural Drawings and Cost Estimates
Dec. 4 – 18	City of Salem Review of Final Materials
Dec. 18 – Jan. 8	Develop Final Report Materials
Jan. 15, 2016	Present Final Report

D.2.

Through years of needs analyses, program creation and schematic design efforts for police agencies across the country, our proposed team knows that solid operational understanding is the foundation of good program verification. We will put that knowledge to use delivering Task 3.2.1 outlined in your RFP's Scope of Services.

Operational understanding comes first from observation of police activities and procedures. Our proposed team has spent countless hours inside outdated police facilities, at all hours and throughout each and every shift, witnessing the actions and challenges that each patrol officer or evidence tech faces. We understand that existing buildings throw up roadblocks to ideal operations while revealing much of what is elemental about the department. We like to see how interviews are set up, who and how many are waiting in the lobby to file a report, and who is around at midnight.

A solid observational session helps us focus the next primary step in our early process, which is the departmental staff interviews. Our team will schedule interview sessions with representatives of each operating unit within the police department. We have found in the past that meeting with small groups of two or three in each department – such as patrol, administration or investigations – provides a cross-section of operational parameters.

Within the Salem Police Department, there are a number of disparate specialty sub-units within the larger divisions that deserve program and operations discussions of their own. One example would be within Investigations, where we will want to meet separately with Street Crimes, Crime Prevention and Gang Enforcement, along with general Criminal Investigations. We will repeat this process throughout the department and schedule up to 30 discrete interview settings over the course of a full week.

To set the stage for an accurate program session, we will marry this operational understanding with a more qualitative analysis. By analyzing data, we can better project growth and what the future holds in Salem. Hard data like population trends, reports of Part 1 crimes, historical department staffing, the growth of surrounding police agencies and Salem chiefs' plans for the future go into creating a basis for understanding growth. Accurately forecasting growth is essential to answering the question of how big a facility should be. Designing and building your new police station will require significant capital investment, time and collective intellect, all of which will only be well-spent if we're sure the facility can grow with the department over an extended period of time. Data analysis can happen concurrently with interviews and observations over a two-week period.

We will assemble a new program that respects and builds upon the layered program that exists. We are not looking to reinvent the wheel. Rather, we want to infuse the program with up-to-date operational understanding that sets you up to grow. Our collective understanding of facilities includes knowing where vehicles go and how they are maintained. Evidence property projections are even stickier and more essential to get right. We will review the updated program with administrative staff and tweak and re-present. We can then start to layout essential and secondary adjacency needs.

Site Criteria and Analysis

Moving to the site, we will work with staff to set criteria that speak to best practice concerns on circulation. You will want a site with two reasonable ways in and out that respects the difference between vehicular and pedestrian paths and allows for careful thought to security and transparency. Can shift change happen under enough cover to dodge coastal rain showers? Site diagramming is an extension of operations understanding and includes the shaping of interior adjacencies and space considerations. Finding three viable

Technical Approach



sites that allow for a large facility and meet the criteria established may be less difficult than anticipated. Our team once worked on a site selection process for a project in Illinois that first considered 14 different properties for consideration. The list was quickly whittled to five once criteria were examined. The winning candidate had the right combination of size, circulation, access and parking spaces. Parking spaces are critical to the success of a police facility, sad but true.

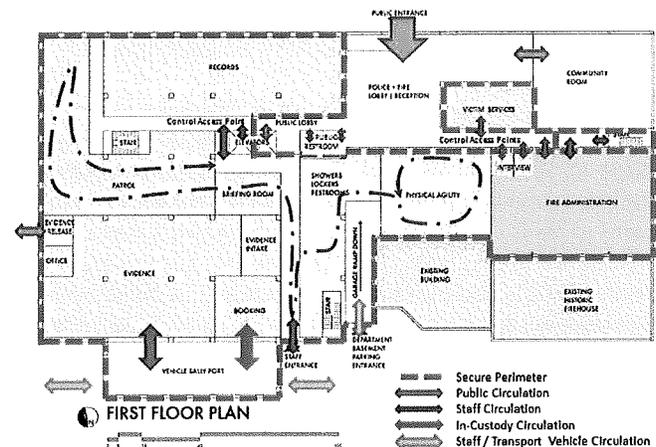
In Task 3.2.3 of your Scope of Services, we prove operational viability through measured and detailed on-site diagramming. These arrangements spell out the grading effort necessary in making a site work and elevate the task of cost estimating from a generic exercise to one with specific attributes. Where does the backup generator go? What kind of structures can enclose the Department's SWAT armor vehicles or TNT van? As we move from theoretical to specific, the details come out.

Our team has followed this process on municipal and local governmental projects all over Oregon, the Northwest and the nation. Task 3.2.4 will find us working with our cost consultant, ACC, on tuning our estimates. Our experience working with the furnishings design unique to 24-7 agencies allows us to set up allowances for equipment that includes office equipment like copiers and shredders and also police-specific equipment like fuming chambers and drying cabinets. We will make sure these soft skills show up in a realistic budget.

D.3.

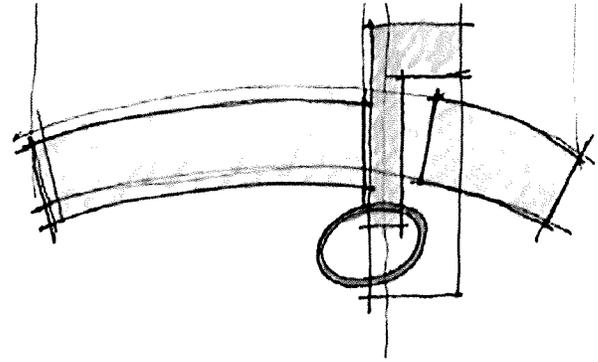
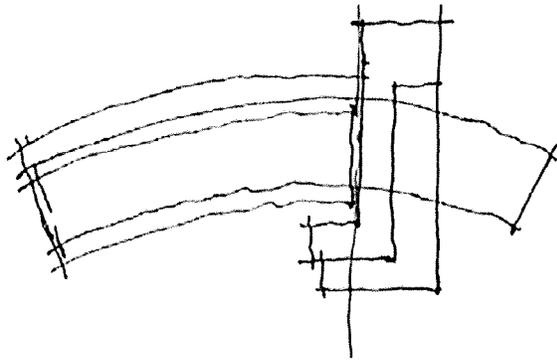
When planning a new police facility, we take multiple steps to establish a graphic understanding that moves from the highly conceptual to the very specific. Initially we convey an understanding of your police operations through text and photographs, and we eventually distill that into a program with numeric space values. A relational diagram that shows interaction between individuals or operating units begins to evolve. One example may be to convey an understanding of how a patrol officer brings in a piece of evidence – we draw a plan that shows where the officer parks their car and what path they would need to take to arrive at an evidence drop. Do they need to detour to find bag and tag supplies? Is the computer to log

evidence nearby? What is the supervisory structure that supports this effort? All of this should be clearly demonstrated in our conceptual sketch.

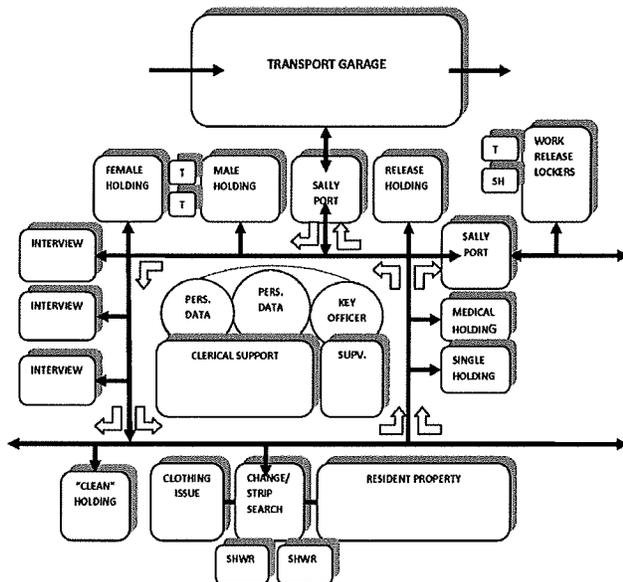


From there, we can create broader departmental adjacency bubble diagrams. These diagrams of how neighboring departments relate to one another start out kind of rough and overlapping, but tug at the possibilities for interactions between departments. One of the fundamental and most difficult to conquer challenges of planning a new facility is the reality that not everyone can possibly be on the first floor. Depending on the layout of the different site options, a single-level building for a large, high-service department like Salem Police, whether at 73,000 or more square footage, may not be possible or practical.

When planning a new facility, police staff tend to see the new facility through the eyes of the old. Instead of seeking the ideal functional operations recommended by the Oregon Accreditation Alliance or the Commission on Accreditation for Law Enforcement Agencies (CALEA), staff allows operations to be directly influenced or shaped by the building they are currently in. Having spent time in the catacombs of the existing facility in Salem, our team understands how the inflexibility of the spaces might blur an officer's understanding of their own operational unit and make it



hard to see the theoretical interactions between units that could come from a better floor plan. Easy-to-read bubble diagrams can help them see it.

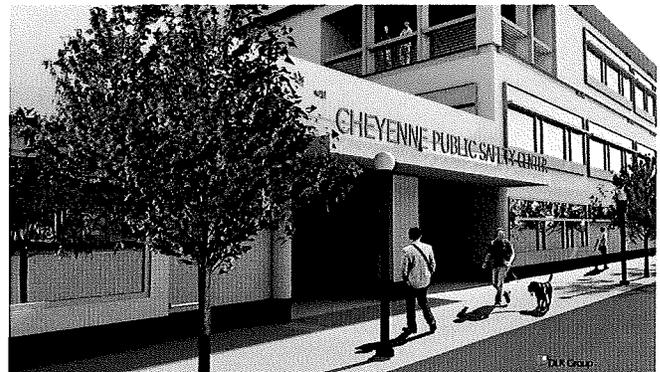


As we formalize these bubble diagrams, we can start to see what departments can go on each level of the new facility. Police departments are inherently hierarchical, and adjacency can either reinforce or deconstruct notions of supervision. The bubble diagramming process asks these questions. How does Administration want to be seen? How do they want to interact with Investigations? When they're not all on the same floor, police sometimes struggle to understand how to relate vertically to each other. It's our job to help.

The culture of teamwork and intimacy that grows in the tight quarters of outdated facilities is difficult to emulate in the relatively spacious quarters of a new, purpose-built police facility. In Salem, with your outdated facility, the need to design a facility

that fosters intimacy and teamwork is critical. Conveying in repeated graphic format the operational interactions between departments can start to map a new perspective for the department.

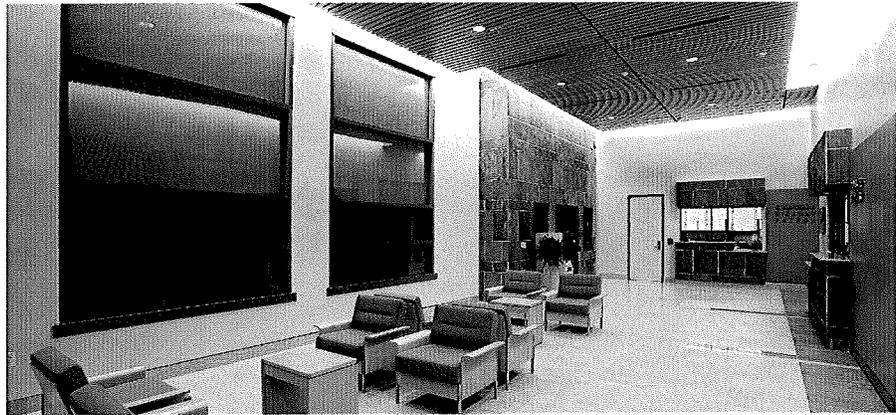
Our most successful experiences are when multiple agencies can start to see a new way to relate. We'll close this section by relating how in our project for the Public Safety Center in Cheyenne we stitched together not only the operational departments of the Cheyenne Police Department, but also the Cheyenne Fire Department, Laramie County 911 Center and the County's Emergency Management Agency.



Demonstrating interrelationships between spaces is critical when those divisions are not just the operational units of one department, but cooperative departments with different cultures and missions. For Cheyenne, our team had to consistently demonstrate our understanding of those functions and champion them, but also hold them loosely, so we could show how privacy and propriety could be maintained.

Experiences like ours at Cheyenne have sharpened our ability to convey intent in complex law enforcement and public safety environments. As we move through preliminary design for your project, there will be competing demands and asymmetric access granted to one Salem function versus another. Our experience will help frame the argument and provide impartiality.

Technical Approach



D.4.

On every major public project, government needs to stretch precious dollars, identify the right site and leverage its political capital to solve the space and operational challenges while demonstrating to the taxpayer that it's spending money responsibly. DLR Group and our robust and experienced Justice+Civic team in Oregon has extensive experience leading clients through all of the challenges associated with planning and executing a facility.

We have found through experience that solid operational understanding and solid communication skills are key to conquering challenges set up by tight deadlines. Specific to the precise tasks that are requested in your Scope of Services, we believe we can layer tasks to gain schedule time without shorting the City's decision-making process.

In particular, the site viability and criteria development can take place while preliminary adjacencies are finalized. This is one area where the dynamic team that we propose is to the City's benefit. Our public safety experts from DLR Group can concentrate on departmental understanding and bubble diagramming with police staff, while our project team from CB Two can lead the process for site analysis.

Strategies We've Employed

To successfully design a public project on a tight timeline, the first step is to align expectations early. Everyone needs to be on the same page so there are no schedule-lengthening surprises going forward. For our new Jefferson County Courthouse project in Madras, we used a series of focused meetings with the county and the public to identify common goals. We established from the outset that ease-of-access and flexibility were important. The collaborative effort resulted in an early concept that provided flexible parking to better accommodate the region's large vehicles and leveraged the structural design to ensure future expansion capabilities in the event another courtroom is needed in future decades.

D.5.

Building consensus while spelling out needs and costs is a challenge. While the general public might recognize that the police who serve them have a difficult and solemn task, they also might feel that public money that would support a project should go unspent. Only through clear communication can there be public buy-in.

Our team's proposed police planner, Jake Davis, worked on a project several years ago for a large police agency of more than 200 staff members. Jake interviewed staff, developed a program and led a schematic building and site design exercise much like the services called for in this RFP. The site in question was the existing police site, which necessitated a design that would accommodate a phased construction approach. Because the site was in a developed, urban environment, the planned new building included a 200-vehicle structured parking deck in addition to a new police headquarters of over 100,000 square feet. A portion of the existing building was unoccupied, and that portion of the existing building could be razed to allow for the construction of a new multi-story police facility. The new facility would need to physically connect to the adjacent city hall council chambers.

Once the planned new building was in place, the former occupied police station could be torn down to allow for construction of the parking deck. This conceptual phasing and extended construction plan led to a tall cost premium to be layered onto the project. The price tag that was attached to the concept plan made it difficult for elected officials to swallow.

To attempt to ease this transition, our team was called to provide tailored presentations to aldermen, two at a time. We systematically explained the methodology and operational background to each program layer, along with the complexities of building a large facility and support on a crowded, existing site. The reception to this systematic approach was positive and allowed for an understanding to develop.

References

Unfortunately, what fostered understanding in private created a less accommodating atmosphere by the full council in a public city council meeting, and the project stalled due to the price tag and disagreements among the council members and the city's strong mayor.

DLR Group and Jake were invited back to this same community in the last two years to perform a re-programming exercise and a facility assessment to attempt to find a renovation/addition option on the same site that could be more value-based. At the conclusion of this most recent study, the city began to look at other sites and the potential reuse of an existing industrial facility.



Through this process, which spanned over seven years, we learned a tough lesson: Hard work and data alone are not enough to ensure success. Striking a balance that finds the right scope combinations is essential to moving the process forward. We hope, through clear communication to the public, to help Salem take a more linear step forward.



Cheyenne Public Safety Center
Briak Kozak, Chief of Police
Cheyenne Police Department
307/637-6500

Northfield Public Safety Building and Police Station
Monte Nelson, Chief of Police
Northfield Police Department
507/645-3009

Waukegan Police Department Study and Concept Design
Wayne Wallis, Chief of Police
Waukegan Police Department
847/599-2601



Ray and Joan Kroc Community Center
Randy Curtis, Project Manager
Salem Kroc Center
503/931-2420

Pringle Square South Block
Jason Tokarski, Vice President
Mountain West Investment Corporation
503/584-4598



Project Leader

Kent Larson, AIA, LEED AP

Principal, DLR Group

Education: Bachelor of Architecture, University of Minnesota

Registration: Architect: OR

Professional Affiliations: Member, American Institute of Architects (AIA); United States Green Building Council (USGBC)

Bio

Kent is one of DLR Group's most skilled and experienced project managers. As a Principal in DLR Group, he is the leader of the firm's Civic and Justice practice group for Oregon. He has built a reputation for attention to detail in constructability, and for his ability to work with contractor and consultant team members for efficient project delivery. Kent is passionate about the art and science of how buildings are put together.

Kent was the Project Manager and Principal in Charge for the Sherwood Police Station, and collaborated with the City of Happy Valley to design a new City Hall that provides the community an essential facility that balances civic transparency, security, and structural strength for emergency operations in the event of a disaster.

Recent Relevant Experience

- Sherwood Police Station, Sherwood, Ore.
- Oregon State Police Forensic Crime Lab and Medical Examiner's Office Adaptive Re-Use, Portland, Ore.
- Everett Municipal Court, Everett, Wash.
- South Correctional Entity (SCORE), Des Moines, Wash.
- John Stanford Center for Educational Excellence Adaptive Re-Use, Seattle, Wash.
- The Evergreen State College - College Activities Building (CAB) Renovation, Olympia, Wash.
- Maricopa County Department of Transportation Office Renovation, Phoenix, Ariz.
- Washington Corrections Center Reception Center Expansion Pre-design, Shelton, Wash.
- Seattle Central Community College Plant Sciences Complex, Seattle, Wash.



Client Leader

Kirk Sund, AIA, LEED AP

Principal, CB Two Architects

Education: Bachelor of Architecture, University of Oregon

Registration: Architect, OR

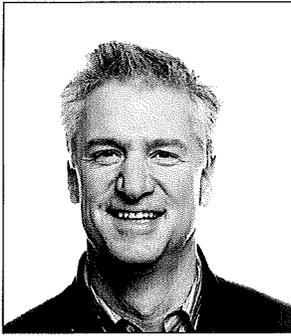
Professional Affiliations: Member, American Institute of Architects (AIA); United States Green Building Council (USGBC); National Council of Architectural Registration Boards (NCARB); Board Member, Rotary Club of Salem; Board Member, Salem AIA (2007-2011); Salem Chamber of Commerce

Bio

With over 10 years of project management experience, Kirk is a consistent and reliable connection between client and consultants. Kirk is dedicated to preserving and enhancing Oregon communities. He is an alumnus of Leadership Salem, a past director of the Salem chapter of the AIA and a Rotary Club of Salem member. He has played a key role in several award-winning projects, such as the Kroc Center and Waterplace. Specializing in green building design and development strategies, Kirk brings strong hands-on leadership to the team.

Recent Relevant Experience

- Pringle Square South Block Apartments; Salem, Ore.
- Ray & Joan Kroc Community Center; Salem, Ore.
- Elsinore Theatre Renovation; Salem, Ore.
- Broadway Commons; Salem, Ore.
- Mid Valley Physician's Office; Salem, Ore.
- Travel Salem; Salem, Ore.
- Gray Building Renovation; Salem, Ore.
- Firehouse Crossing; Salem, Ore.
- ODVA Veteran's Home; Lebanon, Ore.
- Boys & Girls Club Renovation; Salem, Ore.



Client Leader

Garth Brandaw, AIA

Senior Principal, CB Two Architects

Education: Bachelor of Architecture, University of Oregon; San Francisco Institute of Architecture and Urban Studies

Registration: Architect, OR

Professional Affiliations: Member, American Institute of Architects (AIA); Member, Salem Downtown Advisory Board; Member, Salem Hospital Foundation Board of Directors; Past Member, University of Oregon School of Architecture and Allied Arts Board of Visitors; Member, Blanchet School Board of Directors; Board Member, Salem YMCA

Bio

Garth is recognized as a leader in the Salem community to support efforts for improving the livability and image of Salem through design quality. A prime example of his commitment is the development of Waterplace, home of CB Two Architects. This successful LEED Platinum redevelopment property, completed in the recent recession, has enhanced Salem's image and serves as a gateway entrance to downtown.

Garth has more than 30 years experience in the design field. Prior to establishing CB Two Architects and Construction, he was managing principal of Curry Brandaw Architects and Construction and was involved in the development of more than 250 senior housing facilities throughout the United States and Canada. Garth has led the CB Two team to focus on efficiency, design integrity and client profitability, generating a strong history of satisfied clients and award-winning, sustainable designs.

Recent Relevant Experience

- Waterplace Office Building; Salem, Ore.
- Salmon Run Office Building; Salem, Ore.
- Broadway Commons; Salem, Ore.
- Northwest Rehabilitation Associates; Salem, Ore.
- West Salem Office Building; Salem, Ore.
- Vista Place; Salem, Ore.
- Blanchet Catholic School; Salem, Ore.
- Saalfeld Griggs Remodel; Salem, Ore.



Lead Programmer

Jake Davis, AIA, LEED AP

Principal, DLR Group

Education: Master of Architecture, Tulane University

Registration: Architect, IL

Professional Affiliations: Member, American Institute of Architects (AIA); United States Green Building Council (USGBC); AIA Academy of Architecture for Justice, 2013 AAJ Conference Planning Committee - Law Enforcement Track Chair

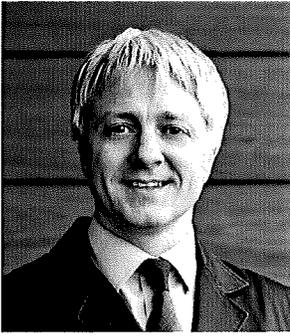
Bio

Jake has devoted a significant portion of his career to the programming and design of law enforcement facilities across the US. He has participated in all phases of the development, construction and operations of numerous public safety facilities. Integration of sustainable design into public safety facilities has been a hallmark of his career, having managed the design of the Orland Park Police HQ, which was at the time of its completion the first LEED Gold police facility in the US. He has led major renovations of existing industrial buildings into modern police headquarters. Seeing energy savings, resource reuse and introduction of daylight and indoor environmental quality into highly functional law enforcement environments is an ongoing pleasure for him.

Recent Relevant Experience

- Cheyenne Public Safety Center; Cheyenne, Wyo.
- Waukegan Police Department Study and Conceptual Design; Waukegan, Ill.
- Northfield Police Headquarters; Northfield, Minn.
- Robert W. Depke Juvenile Courthouse; Vernon Hills, Ill.
- Skokie Police Headquarters; Skokie, Ill. *
- Weatherford Police Facility Programming; Weatherford, Texas *
- Chicago Heights Police Dept. Renovation; Chicago Heights, Ill. *
- Glenview Police Headquarters; Glenview, Ill. *
- Highland Park Police Headquarters; Highland Park, Ill. *
- Duluth Public Safety Building; Duluth, Minn. *
- Orland Park Police Headquarters; Orland Park, Ill. *
- Bartlesville Public Safety Campus; Bartlesville, Okla. *
- Woodridge Police Headquarters; Woodridge, Ill. *

* while with another firm



Lead Designer
Tim Ganey, AIA, LEED AP
Senior Associate, DLR Group

Education: Bachelor of Architecture and Urban Design, University of Kansas; Degree in Architecture (Honors), Edinburgh College of Art & Architecture
 Registration: Architect, OR
 Professional Affiliations: Member, American Institute of Architects (AIA); Member, Council of Educational Facility Planners International (CEFPI); United States Green Building Council (USGBC)

Bio

Tim Ganey brings to your project more than 20 years of experience in architectural planning, design, project management and construction administration. The extent of Tim's experience provides him a good grasp of design issues and development details to strengthen the final results and create meaningfulness to each project individually.

Much of Tim's career has been dedicated to sustainable design, including fulfilling LEED program criteria, with significant experience in Oregon. Tim also has significant experience in the design of municipal buildings, cultural destinations, museums, interpretive centers and national parks. As a longtime Oregon architect, Tim is a veteran in local codes, regulations and programs affecting building design.

Recent Relevant Experience

- Jefferson County Courthouse; Madras, Ore.
- Kona Courthouse; Kona, Hawaii
- Mount Rainier National Park Henry M. Jackson Visitor Center; Paradise, Wash.*
- Harry S. Truman Presidential Library and Museum; Independence, Mo.*
- Fort Carson Readiness Center Master Plan; Fort Carson, Colo.
- Richland Public Library; Richland, Wash.*
- W. Jack Sanders Justice Center; Overland Park, Kan.*
- Google Kirkland Campus Expansion; Kirkland, Wash.
- Oregon State University Goss Stadium Renovation; Corvallis, Ore.
- Mt. Hood Comm. College Early Childhood Center; Portland, Ore. *
- Thurston Elementary School; Springfield, Ore.*

*while with another firm



Community Outreach Specialist
Justin Stranzl, LEED AP
Associate, DLR Group

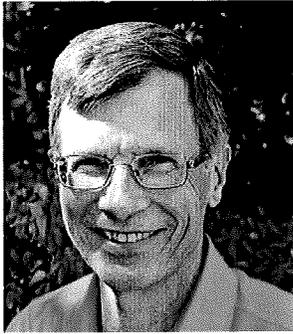
Education: Bachelor of Arts, Journalism, Pennsylvania State University; Bachelor of Arts, English, Pennsylvania State University
 Registration: LEED Accredited Professional
 Professional Affiliations: US Green Building Council

Bio

Justin brings a wealth of experience in bond campaign management, public communication and community outreach to Salem. Before joining DLR Group, Justin was the Managing Editor of the Daily Journal of Commerce from 2005 to 2008 and, prior to that, reported on architecture and sustainable design. He leads marketing and business development for DLR Group's Justice+Civic sector across the Northwest. Justin's experience assisting clients with communications and bond campaigns has been recognized by the Oregon School Boards Association, which has invited him to speak at three of its last six annual conferences. Most recently, he led the Fern Ridge and Pleasant Hill School Districts in Oregon through successful bond campaigns in May 2014 and oversaw strategic communication plans for each district.

Recent Relevant Experience

- Jefferson County Courthouse Public Outreach, Madras, Ore.
- Whatcom County Jail Bond Campaign Planning; Bellingham, Wash.
- University of Oregon PK Park Communications, Eugene, Ore.
- Fern Ridge School District Community Outreach and Bond Campaign Planning, Elmira, Ore.
- Pleasant Hill School District Community Outreach and Bond Campaign Planning, Pleasant Hill, Ore.
- Banks School District Community Outreach and Bond Campaign Planning, Banks, Ore.
- Dallas School District Community Outreach and Bond Campaign Planning, Dallas, Ore.
- Scappoose School District Community Outreach and Bond Campaign Planning, Scappoose, Ore.
- Portland Public Schools Marysville K-8 School Community Outreach, Portland, Ore.



Cost Estimator
Stan Pszczolkowski
Principal, Architectural Cost Consultants

Education: Bachelor of Architecture, Texas Tech University

Registration: Architect, OR

Professional Affiliations: Member, American Institute of Architects (AIA)

Bio

Stan has been involved in estimating for over 37 years and brings a wealth of knowledge to each project. He is a registered architect in three states and has been licensed for over 30 years. Having been involved with almost every type of project, Stan has an in-depth understanding of what it takes to deliver a comprehensive and accurate estimate while taking into account all aspects of the design, planning and building process. Stan works tirelessly with owners, architects and developers to estimate and control costs at every phase of the design process, thus ensuring your costing experience is one of complete thoroughness and accuracy.

Recent Relevant Experience

- Port of Hood River Marina Office Building; Hood River, Ore.
- Hood River Historical Museum; Hood River, Ore.
- Hood River Fire Station; Hood River, Ore.
- Port of Hood River Halyard Building; Hood River, Ore.
- Hood River Valley High School; Hood River, Ore.
- Hood River Middle School; Hood River, Ore.
- Mark O. Hatfield United States Courthouse; Portland, Ore.
- Springfield Justice Center; Springfield, Ore.
- Clatsop County Courthouse; Astoria, Ore.
- Umatilla County Courthouse; Pendleton, Ore.
- McMinnville Courts; McMinnville, Ore.
- Medford City Hall Renovation; Medford, Ore.
- Multnomah East County Justice Center; Gresham, Ore.
- Josephine County Courts Facility Improvements; Grants Pass, Ore.
- James A. Redden Federal Courthouse Remodel; Medford, Ore.
- Astoria City Hall Remodel; Astoria, Ore.



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Architecture Planning Interiors

August 3, 2015
Revised August 25, 2015

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Allen Dannen, PE
Assistant City Engineer
City of Salem
555 Liberty Street SE
Room 325
Salem, OR 97301-3513

Re: Project Name: Architectural Services for the Salem Police Facility
DLR Group Project No.: TBD

Dear Allen:

We are very excited about the opportunity to work with the City of Salem on the Police Facility. This letter will serve as our Scope of Work for Concept Design Phase services as outlined in the RFP #145145, Project #609015 and in our Technical Approach methods detailed in our Proposal Response dated June 19, 2015 and as discussed at our July 17, 2015 meeting with the City and Police Department.

This proposal is based on commencing the work in August 2015 and completing the work by January 15, 2016.

Task 3.2.1 Determine Appropriate Size, Programming, and Adjacencies

- Review of previous studies relevant assessment reports on the police station.
- Review of existing programmatic conditions and capacities of the existing facility and review of the existing program.
- Development of Detailed Program Statements and Goals for the project. DLR Group anticipates a multi-session workshop format to accomplish this work.
- Observation of police operations across multiple shifts to understand operational roadblocks and opportunities to streamline service.
- Interviews with Core Project Team and other staff involved in police operations.
- Review of space projections and staffing projections for how each department will operate and grow.
- Development of an architectural program including narrative descriptions of functions and space lists with back-check of the program with each of the department representatives.
- Development and review of space standards for each space type. This will ensure a consistency across all departments for similar spaces and uses.
- Development and review of adjacency diagrams for optimum adjacencies and efficient workflow.

Task 3.2.2 Assess Viability and Analyze Feasibility of Possible Facility Locations

- Develop Site Criteria and technical memorandum summarizing recommending site criteria.
- Analyze and develop site analysis and feasibility assessment of candidate sites with support documentation
- Develop recommendations for no more than three (3) sites to carry forward in task 3.2.3.
- Presentation #1 to Council Subcommittee – Site Evaluation Criteria & Weight
- Presentation #2 to Council Subcommittee – Feasibility Findings

Task 3.2.3 Develop Site Sketches

- On the three (3) recommended sites, development of conceptual plans and designs for new construction through the use of two (2) design workshops with the City of Salem project team to explore and select best options to implement the program. Concept plans will include concept stacking plans for how the different departments would be deployed within the building.
 - Initial workshop will evaluate up to two (2) concept options per site.
 - Second workshop will evaluate final and best value solution.
- Order of Magnitude cost estimate of final solution for each of the three (3) sites. Develop the concept budget statements that respond to anticipated construction quantity and quality.
- Progress reporting and formal presentation of study results to City staff and Council Subcommittee.
- Presentation #1 to Council Subcommittee – Initial Concepts
- Presentation #2 to Council Subcommittee – Final Concepts and Open House

Task 3.2.4 Conceptual Design and Cost Estimate

- Prepare conceptual design drawings in plan and elevation view of final solution on the preferred site.
- Conceptual project cost estimate of final solution for each of the preferred site.
- Progress reporting and formal presentation of study results to City staff and Council Subcommittee.
- Presentation #1 to Council Meeting – Final Concept Solution and Findings

Allen Dannen
August 3, 2015 – R2
Page 3

Reimbursable expenses are proposed to be in a standard not to exceed (NTE) format. We anticipate that expenses including Travel, Lodging, Meals and Printing will not exceed \$6,000.

The fee for the Professional Services for the Architectural Services for the Salem Police Facility Concept Design Services described above and inclusive of all direct labor costs, indirect labor costs, and other direct costs incurred by DLR Group and our consultants, is a total of one hundred thirty-six thousand one hundred twenty-seven dollars (\$136,127), which will be billed on an hourly basis, in accordance with City of Salem requirements.

The total contract amount to be billed hourly, including design services and reimbursable expenses will not exceed \$142,127.

We trust this scope of services meets your needs, and we look forward to getting started on this exciting project. Thank you for the opportunity to provide these professional services, and we look forward to our partnership with the City of Salem.

Please give me a call if you have any questions.

Sincerely,
DLR Group



Kent R. Larson
Principal in the Firm

Encl: Project Work Plan – Phase 1 – Predesign

Project Work Plan - Summary

SALEM POLICE DEPARTMENT STUDY



DLR Group Project No.

74-15XXX-XX

Client: City of Salem Police Study
 Project Size (SF): 75,000-90,000 SF
 Total Project Budget: TBD
 Construction Budget: TBD
 Project Type: Public Safety
 Fee/Scope: Total Gross Fee (no \$ or commas)
 Study to determine correct size, location, and conceptual design for a new police facility

Billing Rates: Senior Expert C7
 Project Leader C6
 Senior Professional C5
 Professional C4
 Professional Support C3
 Technical C2
 Clerical C1

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
8	60	18	90	84	40	0	0	0	0	0	16	0	14	0	0	0	20	0	0	0	350	PRE DESIGN	12 Weeks	9/1/2015	350
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$60,270																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	SCHEMATIC DESIGN	9 Weeks	10/27/2015	0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	DESIGN DEVELOPMENT	14 Weeks	1/26/2016	0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CONSTRUCTION DOCUMENTS	16 Weeks	5/19/2016	0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	BID/NEGOTIATIONS			0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	CONSTRUCTION ADMIN			0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

BUDGETED Hours:																				TOTAL	Project Phase	Duration:	DUE Date:	TOTAL Hrs:	
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	POST OCCUPANCY			0
PIC/PL	PM	PD1	CP1	AR1	AR2	AR3	AR4	AR5	ID1	AA1	LA2	SE1	SE2	ME1	ME2	EE1	EE2	PD2	TBD						
BV	KL	JD	TG	LC	KS	AR3	AR4	AR5	AC	EM	xx	0	SE2	ME1	ME2	0	EE2	J5	xx						
200	200	235	175	175	115	115	115	115	175	90	145	175	115	175	115	175	115	175	90						
\$0																									

Total Hours per Staff:																				Total Workplan Net Fee:		Total Workplan Hours:	
8	60	18	90	84	40	0	0	0	0	0	16	0	14	0	0	0	20	0	0	0	\$60,270		350

