

REQUEST FOR PROPOSAL
City of La Pine Comprehensive Plan Development

CLOSE DATE: August 4, 2008 **TIME:** 4:30 p.m.
DESCRIPTION: Professional services – development of a Comprehensive Plan for the City of La Pine
CONTACT: Andrew Spreadborough, Program Administrator, Central Oregon Intergovernmental Council (COIC)
PHONE: (541) 504-3306
FAX: (541) 548-9549
E-MAIL: aspreadborough@coic.org
LOCATION: The solicitation document may be reviewed at COIC, 2363 SW Glacier Place, Redmond, OR 97756

THIS IS A FORMAL PROCUREMENT. FAXED OR ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.

SINGLE POINT OF CONTACT: *There will be only one point of contact for this Request for Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above.*

AGENT FOR THE CITY OF LA PINE: *The City of La Pine will be acting by and through the Central Oregon Intergovernmental Council (COIC) during this procurement process.*

FOR MORE INFORMATION please refer to “Instructions to Proposers” (page 2).

TABLE OF CONTENTS

	PAGE
PROCUREMENT DOCUMENT:	
Request for Proposal/Table of Contents	1
Instructions to Proposers	2
a. Proposal Preparation	2
b. Proposal Evaluation and Award	6

Attachments: *The following attachments are hereby incorporated by reference:*

Exhibit A – Project Statement of Work	9
Exhibit B – Sample Professional Service Contract	16

INSTRUCTIONS TO PROPOSERS

A. PROPOSAL PREPARATION AND SUBMISSION:

1. GENERAL INFORMATION: The City of La Pine ("City") is seeking proposals from qualified firms or individuals interested in providing professional consulting services for the purpose of assisting the City in completing and gaining approval for their first Comprehensive Plan.

This Request for Proposal process will be led and managed by the Central Oregon Intergovernmental Council (COIC) on behalf of the City. All materials must be submitted to COIC.

2. PROPOSAL FORMAT: Proposals shall be typewritten. No facsimile or electronic proposals shall be accepted.

Inquiries shall be directed to COIC by phone (541) 504-3306 or e-mail: aspreadborough@coic.org

Sealed proposals, containing one (1) original signed proposal response and five (5) copies shall be received and date and time-stamped by COIC prior to proposal closing. Proposals should be labeled with the following information:

LA PINE COMPREHENSIVE PLAN PROPOSAL
Central Oregon Intergovernmental Council
Attn. Andrew Spreadborough
Program Administrator
2363 SW Glacier Place
Redmond, OR 97756

Proposals submitted after that date and time will not be accepted. Faxed or e-mail submissions will NOT be accepted.

The City and COIC are not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

All proposals become part of the public file for the project, without obligation to the City. The City reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any expenses associated with the preparation of the proposal.

3. TENTATIVE SCHEDULE:

Following is a proposed schedule for the proposal and contractor selection process.

- Request for Proposals Advertised Beginning July 3, 2008
- Deadline for Change Requests/Protests July 31, 2008
- Proposal Submittal Deadline August 4, 2008
- Staff Review/Proposal Scoring August 5 through August 12, 2008
- Proposer Interviews August 12 through August 19, 2008
- Selection of Contractor, City Council Contract Approval August 27, 2008
- Contractor Issued Notice to Proceed August 29, 2008
- Project Completion February 28, 2010

4. PROJECT BUDGET: The preliminary budget for the contractor's Exhibit A statement of work items is not to exceed \$92,000 (see budget description in Statement of Work section F for more detail). Funding is subject to a successful grant award from the Oregon Department of Land Conservation and Development.

5. PROPOSAL SUBMISSION: All responses to this Request for Proposals shall be delivered to Andrew Spreadborough, Program Administrator, the Central Oregon Intergovernmental Council, 2363 SW Glacier Place, Redmond, Oregon 97756, by 4:30 PM, Pacific Daylight Time, August 4, 2008.

Proposals will be opened at 4:30 PM Pacific Standard Time on August 4, 2008, at COIC, 2363 SW Glacier Place, Redmond, Oregon 97756.

6. **ACCEPTANCE OF PROPOSALS:** The City reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any firm or individual responding to this RFP.

7. **PROPOSAL FORMAT:** Proposals for this project should include a narrative that conveys your understanding of the project's goals, including the statement of work, and how your firm will assist the City in meeting these goals. The description should demonstrate the firm's unique capabilities, innovative approaches, and problem-solving abilities to accomplish this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications and areas of responsibility. Proposers must clearly indicate within their proposal any exceptions or recommended adjustments to the requested time frames or statement of work.

The Proposal shall contain at minimum the following information:

- (a) **Organizational Profile, Structure and Qualifications** - Provide a summary profile of the firm/organization, including:
- Firm name, address, contact information, and the name of the primary contact in reference to this proposal;
 - Information about your firm, including: the year founded and form of organization (corporation, partnership, sole proprietorship, non-profit organization, etc.), background, size, types of services provided, and types of engagements completed;
 - Any professional accreditations held by the firm/organization;
 - Number and location of offices; and
 - Names of local partners/principals and the number of local staff.
- (b) **Key Personnel, Experience, and Education** – Identify who will be assigned to complete the work on this project, including:
- List of partners and key staff who will be assigned to the project for the eighteen-month period and describe their roles;
 - Provide resumes with a description of educational background, degrees and certifications earned, and relevant work history and level of experience in comprehensive planning for all staff performing professional work under the scope of work;
 - Number of staff that will be assigned to perform fieldwork;
 - Submit a work plan with accompanying time schedule for each segment of work to be performed. Indicate the specific staff that will be assigned to each task. Include an estimate of total hours expected to be expended on this engagement;
 - Address the level of field staff, review staff and management continuity that the City may reasonably expect over the length of the contract; and
 - Explain how City personnel would be utilized to assist during the project, indicating an approximate time requirement for each function.
- (c) **Community Involvement** – Describe your experience with and approach to citizen participation and community involvement:
- Demonstrate understanding of and experience with assisting small rural communities define and develop their vision of the community's future;
 - Approach to citizen participation and community involvement;
 - Experience on projects with a high degree of citizen involvement;
 - Experience with and approaches to encouraging greater public involvement in planning processes;
 - Experience with and approaches to improving community information networks and public outreach programs; and
 - Creative solutions and use of innovative ideas towards problem-solving and addressing community issues.

- (d) **Statement of Work** – Provide a summary of how the Applicant will meet the responsibilities as outlined in Exhibit A – Statement of Work, including:
- Provide a description of your community planning approach and work product delivered on similar engagements;
 - Provide a description of your approach to creative problem-solving and use of innovative ideas in addressing community issues in this or similar planning projects;
 - Provide information on the resources available to the Applicant to develop project products and outcomes within established time frame and schedules; and
 - Discuss organizational responsiveness and flexibility to address unforeseen issues, problems and complications that may arise during project development and implementation.
- (e) **Fee Estimate** – Include a price proposal for the work as described in the statement of work. The fee estimate will not be solely used to select the Applicant. The City will seek the services of the most qualified contractor and project team for this project.
- Describe all estimated fees, including time, materials, travel, and related expenses that may be associated with the duties and obligations under this proposal;
 - Include line items for contracted work (see budget description in Statement of Work section F for more detail); and
 - Provide the fee structure your firm will use when charging the City for any special requests, reports, additional services, or broadening of the scope of services, including any variation in fee based upon the staff classification requirements of the task.
- (f) **Reference Page** – Include at least three (3) but no more than five (5) references. References can include government clients or private enterprise clients for whom your firm has performed similar services. The City reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule. COIC, as an agent of the City, may investigate references on behalf of the City.
- (g) **Signature Page** – All proposals shall be signed and dated prior to submission deadline.

Questions – Any questions concerning the meaning, definition or interpretation of the contents of this Request for Proposal shall be submitted via letter, FAX or email to Andrew Spreadborough, COIC. Responses to all questions will be faxed or emailed to all known prospective proposers.

8. **PROPOSAL MODIFICATION:** Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the proposal name and closing date and time. Proposers may not modify proposals after proposal closing date and time.

9. **SOLICITATION ADDENDA:** The City, through COIC, may change the Solicitation document by written addenda. COIC will fax, mail, or email notices of Addenda to all known prospective proposers. The City may extend the closing if the City determines that prospective proposers need additional time to review and respond to the Addenda.

10. **METHODS OF SEEKING CLARIFICATION, MODIFICATION OF THE RFP OR PROTEST:** Any Proposer requiring clarification of any provision of the RFP, contractual terms or specifications may submit to COIC a written request for clarification by FAX, mail or email. To be considered, the request for clarification shall be received by COIC by the deadline specified in Section 5 or any extension made by subsequent Addenda.

The appropriate means of seeking modifications to provisions of the RFP are through a written formal submittal of requests for changes to the RFP, contractual terms or specifications. The request shall include the reason for requested changes, supported by factual documentation, any proposed changes and shall contain all other information required by

ORS 279B.405 and OAR 125-247-0730. Requests shall be received by COIC by the date and time specified in Section 5. This deadline may be extended by Addendum.

Proposers may submit to COIC a written protest of RFP, contractual terms or specifications. To be considered, Protests shall:

- Identify the Proposer's name and reference the RFP title;
- Contain evidence that supports the grounds on which the protest is based and specify the relief sought, including a statement of the proposed changes to the process or RFP provisions, requirements or terms and conditions that the Proposer believes shall remedy the grounds upon which the protest is based;
- Be signed by the Proposer's authorized representative;
- Be submitted to COIC by the Solicitation Protest due date specified in Section 5; and
- Be delivered or faxed to COIC at the address specified on the first page of the RFP.

COIC shall not consider solicitation protests that do not meet the requirements of this Section. COIC shall resolve all solicitation protests in accordance with OAR 125-247-0730. COIC is not responsible for the successful transmission of faxed protests. Unless this specific due date is extended by Addenda to the RFP, COIC shall not consider solicitation protests to the originally-issued RFP submitted after the Solicitation Protest Deadline specified in Section 5. *Please note: Late or electronically transmitted (emailed) protests will not be accepted.*

COIC shall respond to each properly-submitted written request for clarification, request for change, and protest in accordance with ORS 279B.405. Where appropriate, COIC shall issue revisions and clarify RFP provisions via Addenda. COIC may also informally respond to Proposer questions. Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can only be changed via formal addenda issued by Agency.

11. PROPOSAL WITHDRAWALS: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by COIC prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

12. SOLICITATION CANCELLATION: The City reserves the right to cancel this solicitation at any time.

13. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Contracts attached as Exhibit B.

14. USE OF RECYCLED MATERIALS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

15. SOLE PROPRIETORS: If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. The City's contract will remain with the initial contracting party and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

B. PROPOSAL EVALUATION AND AWARD:

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

3. EVALUATION CRITERIA: The following Evaluation Factors will be used to evaluate proposals submitted (100 points total):

a) Qualifications of Firm and Personnel (15 points).

- Organization strength and stability
- Experience and technical competence
- Education and experience of project staff
- Key personnel's level of involvement in performing and/or oversight of related work
- Evaluations provided by previous clients

b) Related Experience (15 Points)

- Experience with projects similar in scope and size
- Experience working in small rural communities
- Experience in working on projects with a high degree of citizen and stakeholder involvement
- Experience completing projects within established deadlines

c) Scope of Work Proposal (35 points).

- Completeness of proposal
- Demonstration of understanding of the work to be performed
- Approach to citizen participation and community involvement
- Approach to be taken in completing the engagement
- Creativity and use of innovative ideas towards problem-solving and addressing community issues
- Degree to which the proposal accomplishes the Statement of Work (Exhibit A)
- Resources and flexibility to demonstrate ability to meet the project time frame and schedules

d) Reasonableness of Cost and Price (35 points).

- Reasonableness of the individual fixed price and/or competitiveness of quoted fixed prices with other proposals received
- Adequacy of the data in support of figures quoted
- Basis on which prices are quoted
- Estimated total number of hours to be devoted to the project
- Benefit and value provided for the cost
- Fee structure for any additional services beyond the scope of the project engagement

4. EVALUATION COMMITTEE: An evaluation committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include, but not be limited to, two City representatives, one community at-large representative, one representative of COIC, and one representative of the State of Oregon.

5. EVALUATION PROCESS: If the City receives more than five (5) responsive proposals, Proposers with the five (5) highest ranking scores will be placed on an interview list. Interviews will be scheduled during the time period beginning August 12 and ending August 19, 2008. Upon completion of the interview process, the evaluation committee shall make recommendations to the La Pine City Council. Notice of the Proposers selected for interview shall be given to all Proposers. Non-selected Proposers may submit a written protest within five (5) days after issuance of the interviewee selection notice. Protests shall be in accordance with OAR 137-047-0720. Final contractor selection will be made by the La Pine City Council.

The outcome of the evaluation process may, at the City's sole discretion, result in: (a) notice to a proposer(s) of selection for tentative contract negotiation and possible award; or (b) notification to proposers that the RFP is cancelled and either may be re-solicited or that the City intends to take no further action with respect to the RFP.

6. INVESTIGATION OF REFERENCES: The City reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. COIC, as an agent of the City, may investigate references on behalf of the City.

7. DISCRIMINATION: A contractor shall not discriminate against state and federal protected classes. The contractor shall certify as part of the proposal submitted that the contractor has not and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

8. PROPOSAL REJECTION: The City reserves the right to reject any and all proposals at any time.

9. CLARIFICATION AND NEGOTIATION: The City, through COIC, reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.

10. NOTICE OF INTENT TO AWARD: The City shall provide Notice of Intent to Award at least seven (7) days prior to the formal proposal award by written notice mailed or faxed to all proposers. This shall serve as a notice to all proposers of the City's intent to make the award to the most responsive proposer.

11. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requestor's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please contact Andrew Spreadborough at (541) 504-3306 to make an appointment.

12. RIGHT TO PROTEST AWARD: An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within five (5) days after issuance of the notice of intent to award the contract. The proposer must specify the grounds upon which the protest is based, and shall otherwise comply with OAR 14-37-047-0740.

13. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, the City generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will the City generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by the City that a response was complete, sufficient, or lawful in any respect.

14. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by the City and made a part of a file or record which shall be open to public inspection.

15. COMMENCEMENT OF WORK: Contractor shall commence no work under the contract to be awarded until all certificates of insurance, as required in Exhibit B, Standard Terms and Conditions for Professional Services Contracts, have been provided; a contract has been executed; and a Notice to Proceed has been issued by the City.

16. METHOD OF AWARD: If a contract is awarded, the City will award the contract to the responsible proposer whose proposal the City determines is most advantageous to the City. Award shall be made for the total of the items selected for award. Award shall be made to one proposer and one proposer only. The City reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City to do so.

17. CONTRACT TERM AND EXTENSION: The term of the contract to be awarded shall commence upon issuance of the notice to proceed and continue for eighteen (18) months. The City, at its option, may extend the contract for additional periods.

18. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.

19. CONTRACTOR'S RESPONSIBILITIES: The Contractor will be responsible solely to the City for the scope of work of the contract to be awarded as outlined in Exhibit A, Statement of Work.

20. PAYMENT FOR CONTRACTOR'S SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Contractor shall not exceed, and the City shall not pay any amount in excess of the pricing amounts established. The Contractor will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Statement of Work schedule.

21. INSURANCE: Contractor shall provide certificates for all insurance coverages required by the Professional Services Contract, attached as Exhibit B.

**EXHIBIT A
STATEMENT OF WORK**

City of La Pine Comprehensive Plan Development

A. Background

The City of La Pine is Oregon's newest city, incorporated through vote in November of 2006. After 96 years as a community, La Pine is now the 242nd city in Oregon, with a population of 1,590 according to Portland State University estimates (2007). As a newly formed municipality, the City of La Pine is required to complete a Comprehensive Land Use Plan. The City's capacity remains limited, with significant focus on developing the basic infrastructure and services expected of a city government. The City government is still in start-up mode, with vast workload requirements that far exceed current City resources.

La Pine is considered to be a "severely distressed" community by the Oregon Economic and Community Development Department, which means that the community's economic conditions are worse than state average based on four indicators: poverty rate, per capita personal income, percent of population with a bachelor's degree or higher, and unemployment rate.

	% Population Aged 25+ w/Bachelor's Degree or Higher	Unemployment Rate	% Population Below Poverty	Per Capita Income	Number of Factors Worse than State Threshold
State Threshold	25.0%	5.5%	10%	\$19,000	
La Pine	8.4%	10.4%	13.2%	\$15,543	4

Source: Oregon Economic and Community Development Department

The City has not yet hired a planning director or staff, and therefore must procure a consultant to lead the comprehensive planning process. The consultant will be responsible for all aspects of comprehensive plan development, including technical elements, community involvement, coordination with governments and special districts, and coordination with city staff and council.

Goals and objectives of this project include:

- Procurement of a qualified consultant to lead and facilitate the comprehensive planning process.
- A city-wide comprehensive land use planning process that engages citizens, partners, community organizations, and local, state and federal agencies in the development of goal and policy statements.
- Citizen involvement in the planning process through community meetings, advisory committees, and visioning forums, which will lead to increased civic engagement in the growth of the La Pine community, and implementation of the community's vision for the City.
- Development of a Comprehensive Land Use Plan for the City of La Pine, which is approved by the City Council, supported by the citizens of La Pine, and acknowledged by the Oregon Department of Land Conservation and Development.

B. Products and Outcomes

Through this project, the City of La Pine will complete and approve the city's first Comprehensive Land Use Plan, which will include:

1. Inventory and text descriptions of existing land uses, natural resources, natural hazards, recreational facilities, historic buildings and sites, transportation facilities, and economics. The plan will also include inventories of housing stock, developable lands, and public facilities such as water, sewer, and storm drainage.
2. Goal and Policy Statements that indicate the City of La Pine's planning objectives over the 20 year plan period.
3. Land Use Map
4. Urban Growth Boundary

The comprehensive planning process will include a robust citizen involvement component that is consistent with the City of La Pine's Citizen Participation Plan for the Comprehensive Planning Process. Elements of the Citizen Participation Plan include community meetings, community visioning and a design charrette, coordination and consultation with committees (Citizen Advisory, Technical Advisory, Planning Commission, and City Council Liaison), and community work sessions.

The outcomes will also include DLCDD acknowledgment of the Comprehensive Plan.

C. Work Program, Timeline and Payment

The project work plan involves a series of tasks and sub-tasks as defined below:

Task 1: Procurement of Consultant

The City of La Pine will enter into an intergovernmental agreement with COIC (ORS 190 Council of Governments) to develop a Request for Proposals package, to advertise the RFP, and to coordinate the project consultant selection process. The City of La Pine will select the consultant and enter into a professional services agreement. The City of La Pine Manager will oversee the consultant contract and monitor progress toward deliverables.

Task 2: Literature and Studies Search

The consultant will conduct a search for literature, studies, plans and data that will support the development of the comprehensive plan. The Deschutes County Planning Department will make available the County's full range of GIS-based data and information at no cost to the City. The consultant will also contract with the Oregon Employment Department's planning unit for a customized data analysis of the City to support the Goal 9 economic development element. Included within this analysis will be an inventory of businesses, payroll information, employment projections, average wage, industry composition, and job locations (commuting rates and destinations).

Since the availability of data within the La Pine community is limited, the consultant will purchase demographic data from Claritas, Inc., a company that provides demographic reports, demographic maps, population statistics, market segmentation and demographic estimates for public and private entities. Included within the grant budget are funds to purchase up-to-date demographic data: population, race/ethnicity, gender, age, marital status, educational attainment, household types, household income, per capita income, median income, non-employment income sources, and others. Additionally, a data package will be purchased which provides projected demographic trends for the La Pine community.

Task 3: Coordinated Population Forecast

The Deschutes County Planning Department will provide a draft coordinated population forecast with alternatives as an in-kind contribution to the project. The County will participate in an initial meeting with the project consultant to begin the forecast development process, and a follow-up meeting with the consultant to review forecast findings. The County will adopt the coordinated population forecast once completed. Consultant will utilize the County population forecast as a basis for a plan chapter. The County's forecast will be consistent with the requirements of ORS 195.025 and 195.036.

Task 4: Community Visioning and Citizen Participation Element

The consultant will define and map a citizen participation process that is consistent with the City of La Pine's Citizen Participation Plan for the Comprehensive Planning Process. The Citizen Participation Plan elements include:

- A. Community Town Hall Meetings: Consultant and City Staff conduct several town hall meetings with the community.
 - Educational meeting on state land use requirements; fiscal impact analysis; responsibilities as and of a city; UGB establishment, expansion and annexation issues and processes
 - Feedback from the community
 - Two-way dialogue on community issues, concerns and desires
- B. Community Visioning and Design Charrette: Consultant and City staff will work with the community to define the vision and future design of the City. Two visioning meetings will be held early in the project timeline.

C. Committee Coordination: Consultant and City Staff work with established committees to develop and review plan drafts, and to gather input and feedback on the plan. Consultant will meet with the following committees at least twice to complete tasks #5 through 11:

- Citizen Advisory Committee
- Technical Advisory Committee (including local and state government, special districts, economic development, and other technical advisors)
- Planning Commission
- City Council Liaison

D. Work Sessions with Community: Consultant will organize and lead community work sessions.

- 3 major subject categories
 - Meeting 1 – Population forecast, housing inventory and buildable lands inventory
 - Meeting 2 – Agriculture/forest lands and natural resources
 - Meeting 3 – Economic development and public facilities
- 1-2 sessions on land use mapping

E. Draft Comprehensive Plan Review and Hearings: Consultant will ensure that formal review and public hearings are accomplished.

- Joint Work Session with Planning Commission and City Council
- Planning Commission Public Hearing(s)
- City Council Public Hearing(s)

Task 5: Buildable Lands Analysis

The Deschutes County Planning Department will conduct a buildable lands inventory utilizing County GIS data. The consultant will use the inventory data along with US Census, Claritas, Inc., and Oregon Employment Department data to develop a 20-year buildable lands needs analysis.

Task 6: Agriculture and Forest Lands Elements

The consultant will inventory agriculture and forest lands within and adjacent to City boundaries, and work with advisory committees to develop elements for Goals 3 and 4, including goals, findings and policies. Partners include the US Forest Service and the Oregon Department of Forestry.

Task 7: Housing Element

The consultant will develop a housing needs analysis based on Deschutes County GIS data, Housing Works assessment of housing needs, and other data. The Consultant will utilize the Oregon Housing and Community Services Housing Model in preparing the housing element. The Consultant will work with advisory committees to develop goals, findings and policies, for the Goal 10 element.

Task 8: Economic Development Element

The consultant will work with advisory committees to develop an economic and employment element, including goals, findings and policies, for Goal 9. Partners include the La Pine Industrial Group, La Pine Chamber of Commerce Economic Development Committee, Economic Development for Central Oregon, and the Oregon Economic and Community Development Department. The Oregon Employment Department's planning unit will conduct a customized data analysis of the City to support the Goal 9 element. Included within this analysis will be an inventory of businesses, payroll information, employment projections, average wage, industry composition, and other employment data.

Task 9: Public Facilities Elements

The consultant will develop plan elements, including goals, findings and policies, for Goals 11 and 12 through review of relevant district plan documents, County Transportation System Plan, and Deschutes County GIS data. The consultant will work with advisory committees to develop the Goal 11 and 12 elements. Partners include the La Pine Water District, La Pine Sewer District, Deschutes County Planning Department, Deschutes County Road Department, Oregon Department of Transportation, and the La Pine Rural Fire Protection District.

Task 10: Natural Resources and the Environment Elements

The consultant will develop natural resources and open spaces plan elements including goals, findings and policies, for Goals 5 and 6. The consultant will develop parks and recreation plan elements, including goals,

findings and policies, for Goal 8. The consultant will develop hazard mitigation (including floodplain and fire hazards) plan elements, including goals, findings and policies, for Goal 7.

Note: The City of La Pine will work with an independent contractor tasked with completing the La Pine Historic Inventory and developing the historic preservation narrative, goals and policies of the Goal 5 element. The consultant will coordinate work with the historic preservation contractor, review the contractor’s work products and incorporate the historic preservation work products the Goal 5 element.

Task 11: Plan Development

The consultant will develop a draft Land Use Map; establish a draft Urban Growth Boundary; and compile the work product into a draft Comprehensive Land Use document. The consultant will develop findings for the Comprehensive Plan and UGB adoption, including the identification of goals applicable to the comprehensive plan and a clear statement of findings in support of a determination of compliance.

Task 12: Plan Adoption

The consultant will ensure that a 45-day notice is submitted to DLCD; that final grant documentation is submitted to DLCD; and that public hearings are commenced. After the grant period, the consultant will assist the City in submitting documentation to DLCD, coordinating County co-adoption hearings, and facilitating DLCD review of the UGB proposal.

D. Review Criteria

The consultant will develop findings for the Comprehensive Plan and UGB adoption, including the identification of goals applicable to the comprehensive plan and a clear statement of findings in support of a determination of compliance. Goal Elements addressed will be 1, 3, 4, 5-8, 9-12, 13, and 14.

E. Project Partners

The City Staff and project consultant will coordinate work with a number of key project partners.

Project Partner:	Role:
Bend-La Pine School District	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 8.
Central Oregon Intergovernmental Council	Will provide grant writing assistance, procurement assistance
Deschutes County Planning Department	Will provide GIS data, technical assistance, in-kind services to develop coordinated population forecast, serve on Technical Advisory Committee.
Deschutes County Road Department	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 12.
Economic Development for Central Oregon	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 9.
Housing Works (regional housing authority)	Will provide information, data, and technical review. Will serve on Technical Advisory Committee on Goal 10.
La Pine Chamber of Commerce – Economic Development Committee	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 9.
La Pine Sewer District	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 8.
La Pine Water District	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 8.
La Pine Industrial Group	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 9.
La Pine Rural Fire Protection District	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 7.
La Pine Park and Recreation District	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 8.
Newberry Habitat for Humanity	Will serve on Technical Advisory Committee, will provide specific assistance and input on Goal 10.
Oregon Department of Land Conservation and Development	Overall technical assistance
Oregon Housing and Community Services	Technical assistance on Goal 10 Element
Oregon Department of Fish and Wildlife	Technical assistance on Goal 5 Element
Oregon Economic and Community Development Department	Technical assistance on Goal 9 Element

Oregon Employment Department	Technical assistance on Goal 9 Element
Oregon Department of Forestry	Technical assistance on Goal 4 Element
Oregon Department of Transportation	Technical assistance on Goal 12 Element
Governor's Economic Revitalization Team	Overall technical assistance
U.S. Bureau of Land Management	Technical assistance on Goal 4 Element
U.S. Forest Service	Technical assistance on Goal 4 Element

F. Project Budget:

The total budget for this project will not exceed \$92,000 for tasks 2 through 12. The consultant shall provide a detailed budget that includes costs per task; supply, mailing and material costs; and other relevant costs and fees. Included within the consultant's budget will be the following contracted items, for which the City of La Pine has received cost quotes:

Contracts

Oregon Employment Department Planning Unit customized data	\$2,000.00
Deschutes County Buildable Lands Inventory	\$3,600.00
Claritas, Inc. Demographic Data package	\$1,690.00

The historic preservation inventory, narrative and goals and policies (component of Task 10) will be under a separate contract and funded by a Certified Local Government grant.

G. Billing and Payment Schedule

The consultant will be compensated based upon approved billings submitted with project work products, as per the RFP Work Program.

Billing #1 Work Products:

- Literature and Studies Search
- Coordinated Population Forecast
- Citizen Participation Element, including Public Town Hall Meetings and Community Visioning and Design Charrette

Billing #2 Work Products:

- Buildable Lands Inventory
- Agricultural and Forest Lands Element
- Housing Element
- Economic Development Element
- Public Facilities Element

Billing #3 Work Products:

- Natural Resources and the Environment Element
- Compile Products into Draft Plan

Billing #4 Work Products:

- Draft Land Use Map
- Urban Growth Boundary
- Final Comprehensive Plan Documents

Billing #5 Work Products:

- Submission of 45-Day Notice to DLCD
- Public Hearings
- County Co-Adoption Hearings

La Pine Comprehensive Plan Work Program					
ACTIVITIES		Responsible Party	Start Date	Completion Date	Products
Task 1:	Consultant Procurement and Management				
A.	Develop RFP	COIC	June 1, 2008	June 13, 2008	RFP Package
B.	Advertise/Receive Proposals	COIC	July 3, 2008	July 16, 2008	
C.	Selection Team Review, Selection	City of La Pine	August 15, 2008	July 25, 2008	
D.	Agreement Execution	City of La Pine	August 20, 2008	September 1, 2008	Consultant Agreement
E.	Contractor oversight/coordination	City of La Pine	September 1, 2008	February 28, 2010	
Task 2:	Literature Search				
A.	Literature and Studies Search	Consultant	September 1, 2008	September 30, 2008	
Task 3:	Population Forecast				
A.	Coordinate Population Numbers/Forecast	Deschutes County	September 1, 2008	September 30, 2008	Adopted Coordinated Population Forecast
Task 4:	Citizen Participation Element				
A.	Refine and Map Citizen Participation Process and Structure (Goal 1)	Consultant	September 1, 2008	September 30, 2008	Citizen Participation Plan; Goal 1 Element goals, findings and policies
B.	Public Town Hall Meetings	Consultant	September 1, 2008	December 31, 2008	3 Public Meetings
C.	Community Visioning and Design Charrette	Consultant	September 1, 2008	October 31, 2008	2 Visioning Events
D.	Citizen and Technical Committee meetings	Consultant	September 1, 2008	May 31, 2009	15 Committee Meetings (2 per task)
E.	Community Work shops	Consultant	December 31, 2008	May 31, 2009	5 Meetings
Task 5:	Buildable Lands Analysis				
A.	Buildable Lands Inventory	Deschutes County Planning and Consultant	September 1, 2008	October 15, 2008	Buildable Lands Inventory
B.	Buildable Lands Needs Analysis – 20 years	Consultant	October 1, 2008	November 30, 2008	
Task 6:	Agricultural and Forest Lands Elements				
A.	Agricultural Land Element (Goal 3)	Consultant	September 1, 2008	September 30, 2008	Goal 3 Element goals, findings and policies
B.	Forest Land Element (Goal 4)	Consultant	September 1, 2008	September 30, 2008	Goal 4 Element goals, findings and policies
Task 7:	Housing Element				
A.	Housing Needs Analysis	Consultant	September 1, 2008	September 30, 2008	
B.	Housing Element (Goal 10)	Consultant	September 1, 2008	October 31, 2008	Goal 10 Element goals, findings and policies
Task 8:	Economic Development Element				
A.	Economic Development and Employment (Goal 9)	Consultant	September 1, 2008	October 31, 2008	Goal 9 Element goals, findings and policies
Task 9:	Public Facilities Elements				
A.	Water (Goal 11)	Consultant	September 1, 2008	October 31, 2008	
B.	Sewer (Goal 11)	Consultant	September 1, 2008	October 31, 2008	
C.	Surface Drainage (Goal 11)	Consultant	September 1, 2008	October 31, 2008	
D.	Fire Protection (Goal 11)	Consultant	September 1, 2008	October 31, 2008	
E.	Transportation (Goal 12)	Consultant	September 1, 2008	October 31, 2008	
Task 10:	Natural Resources and the Environment Elements				
A.	Historic Preservation (Goal 5)	Historic Contractor	June 1, 2008	September 30, 2008	Goal 5 Element goals, findings and policies
B.	Air, Water and Land (Goal 6)	Consultant	October 1, 2008	November 30, 2008	Goal 6 Element goals, findings and policies
C.	Parks, Recreation (Goal 8)	Consultant	October 1, 2008	November 30, 2008	Goal 8 Element goals, findings and policies
D.	Hazard Mitigation - Floodplains (Goal 7)	Consultant	October 1, 2008	November 30, 2008	
E.	Hazard Mitigation - Fire Hazards (Goal 7)	Consultant	October 1, 2008	November 30, 2008	Goal 7 Element goals, findings and policies
F.	Hazard Mitigation - Other Hazards (Goal 7)	Consultant	October 1, 2008	November 30, 2008	

ACTIVITIES					Responsible Party	Start Date	Completion Date	Products
Task 11:	Compile Plan Document							
	A. Compile Products into Draft Comp Plan	Consultant	Ongoing	January 31, 2009	Draft Comp Plan			
	B. Develop Draft Land Use Map	Consultant	February 1, 2009	May 31, 2008	Draft Land Use Map			
	C. Establish Urban Growth Boundary	Consultant	February 1, 2009	May 31, 2009	UGB Boundary Map			
	D. Develop findings for Comp Plan and UGB adoption	Consultant	February 1, 2009	May 31, 2009				
	E. Prepare Final Draft Comp Plan and findings, land use map, UGB	Consultant	March 1, 2009	June 30, 2009	Final draft Comp Plan			
Task 12:	Adoption							
	A. Submit 45 Day Notice to DLCD	Consultant	July 1, 2009	July 25, 2009				
	B. Submit Final Grant documentation to DLCD	City of La Pine	July 1, 2009	July 25, 2009				
	C. Public Hearings	Consultant and City of LaPine	August 1, 2009	December 31, 2009				
	D. County co-adoption hearings; UGB formation	Deschutes County, Consultant and City of LaPine	January 1, 2010	February 28, 2010				
	E. DLCD review of UGB proposal	City of La Pine	March 1, 2010	April 30, 2010	Comp Plan Acknowledgement			

Exhibit B – City of La Pine Professional Service Contract

[*See attached.*]

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the ____ day of _____, 20____, between:

CITY OF LA PINE
PO Box 3055
La Pine, Oregon 97739
("City")

and

[CONSULTANT]
[Address]
[Phone #]
[Fax #]
("Consultant")

Consultant agrees to provide professional services to the City pursuant to this Agreement. Such services are authorized by and are subject to the terms and conditions of this Agreement.

The "Project":

[Describe Project]

[Include nature of project and budget/time parameters.]

Consultant has reviewed the City's description of the Project and has conducted initial inquiries with the City and local regulatory agencies regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and is capable of performing such professional services within the time allotted herein.

1. Consultant's Responsibilities

1.1. Consultant will provide professional services for the City during all phases of the Project to which this Agreement applies, serve as the City's professional representative for the Project as set forth below, and will give professional consultation to the City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at **Exhibit A**, attached. Time is of the essence for this Agreement. The City and Consultant will develop a project schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with the project schedule. The City must approve subconsultants. Consultant will contract directly with and will pay such subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project except to the extent such materials or methods are included with the informed consent or at the direction of the City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against the City, and Consultant will be liable to the City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in any other documents prepared by Consultant for the City's review and approval.

1.5. Consultant will keep any real property involved in the Project free from all liens by reason of its services and will defend, indemnify and hold harmless the City from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of Consultant's services. If Consultant fails to remove any lien or adjust any other claim relating to Consultant's services, by bonding or otherwise, the City may, without recourse by Consultant, pay the lien or claim and charge such payments, with costs incurred, to Consultant.

1.6. All services provided by Consultant will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized Consultants in the locale and on the type of project contemplated at the time such services are performed. Consultant will be responsible for all services provided whether such services are provided directly by Consultant or by subconsultants engaged by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.7. Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by the City. To the extent additional services are made necessary by any fault or error of Consultant in the performance of Consultant's duties, responsibilities, or obligations, the services will not be compensated.

2. The City's Responsibilities

2.1. The City will designate a representative fully knowledgeable about the Project and with the authority to review and approve all project work.

2.2. The City will furnish Consultant with information regarding requirements for the Project, including programs setting forth the City's objectives, schedules, constraints and criteria.

2.3. The City will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. The City will furnish Consultant with all necessary information in its possession regarding the Project.

3. Materials

3.1. All materials and documents prepared by Consultant pursuant to this Agreement will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission.

3.2. Consultant will assign all original studies, reports, data, documents or materials of any kind produced pursuant to this Agreement to the City upon completion or termination of services under this Agreement. Consultant's work will be made available not only in paper format, but also in electronic format.

3.3. All copies of the above materials provided to the City will become the property of the City who may use them without Consultant's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project.

3.4. Consultant will maintain complete and accurate records of all services performed and all documents produced under **Exhibit A** for a period of five (5) years after completion or abandonment of the Project. Such records will be made available, in full, to the City upon reasonable notice.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant will provide invoices and be paid for services at the rates and on the schedule set forth on **Exhibit B**, attached, subject to the terms of this Agreement. **Exhibit B** shall also set forth the preauthorized reimbursable expenses that may be recovered by Consultant.

4.2. Consultant's labor rates shall be inclusive of, without limitation: labor costs; taxes, including FICA, state, local, social security/old age; unemployment insurance, worker's compensation insurance, and state disability insurance (if required); benefits including holiday, vacation, sick and personal absence pay, pension, medical, dental, wellness programs, company provided vehicles, and company provided tools; overhead including liability insurance, office space and expense, computer equipment, software, plotters and printers, non-project specific support services, nonbillable time, and administration and management costs and expenses; and profit.

4.3. Each Consultant invoice will include a statement of the authorized services rendered and authorized reimbursable expenses incurred during the applicable time period.

4.4. Consultant's invoices will include a summary of (i) the services provided, (ii) reimbursable expenses, and (iii) authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

4.5. Invoices for reimbursable expenses will be accompanied by appropriate supporting documentation. For reimbursable expenses authorized under this Agreement, the City will reimburse Consultant at the rate specified on **Exhibit B**. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost, provided, however, all unscheduled reimbursement items must be approved by the City in writing, in advance.

4.6. The City's payments to Consultant will be made on the schedule set forth on **Exhibit B**.

4.7. Consultant will not be compensated for the cost of services provided in excess of any guaranteed maximum price or fixed price amount that has been established for such services unless authorized by written scope change.

4.8. Consultant will maintain up-to-date records, including timesheets, rate schedules, and third-party invoices necessary to support Consultant's invoices for time and materials, additional services, and expenses. Consultant's records will be maintained in accordance with sound accounting practices and will be retained by Consultant for a period of two (2) years following completion or abandonment of the Project. Such records will be available to the City for inspection, copying and/or audit during normal business hours.

4.9. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked, and the applicable pay rates.

5. Termination

5.1. The City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, the City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. The City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

5.2. Within a reasonable time after termination of this Agreement or of any **Exhibit A** work, Consultant will deliver to the City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

5.3. Termination of this agreement by the City will not constitute a waiver or termination of any rights, claims, or causes of action the City may have against Consultant under this

Agreement.

5.4. Upon a determination by a court or an arbitrator that any termination by the City of Consultant or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

6. Insurance

6.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$1 million per occurrence, and \$2 million in the aggregate.
- (c) Commercial general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$1 million per occurrence, and \$2 million in the aggregate.
- (d) Comprehensive automobile liability insurance for at least \$1 million per occurrence, and \$2 million in the aggregate.
- (e) Errors and omissions insurance with limits of not less than \$1 million. Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such subconsultant.

6.2. Consultant's insurance will be primary and any insurance carried by the City will be excess and noncontributing. The insurance required by Section 6.1 will name the City as an additional insured and contain a severability of interest clause. Workers' compensation coverage will contain a waiver of subrogation in favor of the City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and Consultant will provide the City with thirty (30) days notice of material change, expiration, or cancellation of such coverage.

6.3. Prior to commencement of any services under this Agreement, Consultant will furnish the City with Certificates of Insurance evidencing coverage and provisions as required. In the event Consultant fails to maintain insurance as required, the City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Consultant.

7. Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify the City in writing and the City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at

no cost to the City.

8. Independent Contractor

Consultant is an independent contractor and nothing in this Agreement will be construed as forming a partnership or joint venture between the parties. Neither party to this Agreement may assign any rights in nor delegate any obligations under this Agreement without the written consent of the other except that it is expressly understood that the City is the intended beneficiary of Consultant's performance. The City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from the performance of the services related to the Project, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

9. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

10. Indemnity

The Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceeding, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

11. Mediation

Consultant and the City agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation or arbitration. Such mediation will occur at Bend, Deschutes County, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to settle all disputes.

12. Arbitration

Consultant and City agree to submit all complaints, disputes and controversies that may arise out of or in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon, and in accordance with the Construction Industry Arbitration Rules of the Portland Arbitration Association in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Arbitration Service of Portland in effect at the time. The decision of the arbitrator(s) will be final and binding upon both parties.

13. Attorney Fees

In the event suit or action is instituted to enforce any provision of this Agreement, the prevailing party will be entitled to recover its costs and disbursements together with reasonable attorney’s fees to be fixed by the arbitrator or court at trial or on appeal.

14. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon and the exclusive venue for any lawsuit or action will be in Deschutes County, Oregon.

15. Public Contract Requirements

This Agreement is subject to the terms and applicable public contracting requirements of ORS 279B.220 to 279B.235, set forth on **Exhibit C**, attached.

16. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

17. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

CITY OF LA PINE

By:_____

Title:_____

CONSULTANT:

[CONSULTANT NAME]

By:_____

Title:_____

EXHIBIT A
SCOPE OF SERVICES

[Please see attached.]

EXHIBIT B
RATES AND PAYMENT SCHEDULE

[To be completed following contract award.]

EXHIBIT C
STATUTORY TERMS AND CONITIONS
(ORS 279B.220 to 279B.235)

- (1) Consultant shall make payments promptly, as due, to all persons supplying to the Consultant labor or material for the performance of the work provided for in this Agreement.
- (2) Consultant shall pay all contributions or amounts due the Industrial Accident Fund from the Consultant or any subcontractor incurred in the performance of this Agreement.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or materials furnished.
- (4) Consultant shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (5) Consultant shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums that the Consultant agrees to pay for the services and all moneys and sums that the Consultant collected or deducted from the wages of employees under any agreement for the purpose of providing or paying for the services.
- (6) Consultant is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126.
- (7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (a) For all overtime in excess of eight hours in any one day or 40 hours in one week when the work week is five consecutive days, Monday through Friday; or
 - (b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279.020.
- (8) Consultant must give notice in writing to employees who work on a public agreement, either at the time of hire or before commencement of work on the agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- (9) Employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one work, except for individuals who are excluded under ORS 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (10) (a) Consultant's employees shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 249B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (b) Consultant shall give notice in writing to employees either at the time of hire or before commencement of work on this agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.