



# CITY OF HARRISBURG, OREGON

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## HARRISBURG PARKS MASTER PLAN UPDATE REQUEST FOR PROPOSAL

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# **CITY OF HARRISBURG, OREGON**

## **HARRISBURG PARKS MASTER PLAN UPDATE REQUEST FOR PROPOSALS**

### **General Instructions to Proposers:**

The City of Harrisburg invites qualified individuals and/or firms to submit proposals to provide professional consultant services for assisting the City of Harrisburg in developing a Parks Master Plan update. The update will include reviewing and incorporating the 2016 100-Acre Park Feasibility Study, and revision of the City's Parks Capital Improvement Plan and SDC Requirements.

### **SUBMISSION REQUIREMENTS**

- A. Five copies of sealed proposals are required; not to be opened until after the final submission date and hour listed below. Submissions shall become property of the City of Harrisburg without obligation.
- B. The City will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.
- C. Sealed proposals must be received in City Hall by Monday, August 16, 2021, at 10:00 a.m. Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Harrisburg Parks Master Plan Update" to:

Michele Eldridge, Harrisburg City Administrator  
City of Harrisburg  
PO Box 378  
120 Smith Street  
Harrisburg, OR 97446

- D. Delivery is the sole responsibility of the proposers. Proposals received after the date **and** time indicated above will be returned unopened.
- E. Proposals will be opened at the scheduled time at Harrisburg Municipal Center, 354 Smith Street, Harrisburg, OR, 97446. Proposers wishing to be present at the time of opening will be informed of the number and name of proposers. Once opened, proposals will be available for public inspection.
- F. In order to be considered for award, the proposer must complete all forms.

- G. Any questions, or clarifications regarding the RFP must be submitted in writing to the attention of the City Administrator by August 9, 2021. Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or if the City decides to revise any part of the RFP, an addendum will be provided to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- H. The Consultant shall be retained as an independent contractor of the City of Harrisburg under the contract of services attached as Attachment C. The term “Consultant” will be used to identify this arrangement.
- I. The City of Harrisburg may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject any or all proposals upon a finding of City of Harrisburg that it is in the public’s interest to do so. Minor irregularities may be waived by the City of Harrisburg.
- J. This Parks Master Plan Update project is partially funded by the Oregon Department of Parks and Recreation and all required state rules and regulations will apply in reviewing and reincorporating the 2016 100-Acre Park Conceptual Plan/Feasibility Study, and revision of the City’s Parks CIP and SDC Requirements.

**CITY OF HARRISBURG  
Parks Master Plan Update**

**REQUEST FOR PROPOSAL**

**1.0 GENERAL INFORMATION**

The Master Parks Plan for the City was created in 2004 and needs to be updated in order to reflect current community needs and interests as well as anticipated growth. The Plan will need to incorporate new parks that have been developed since the original plan was created.

1. Arrow Leaf Park
2. Priceboro Park
3. Harrisburg Skatepark.

The Parks Master plan will also be updated to include the 2016 100-acre Conceptual Plan/Feasibility Study. In early 2020, the City finalized the purchase of the 132 acres of property formerly owned by Knife River, which is now in the final stages of reclamation. This plan will need to include the future bike/pedestrian path linking S. 6<sup>th</sup> St. and southern residential neighborhoods with the planned 132-acre park, as well as integrating with the 2007 Willamette River Water Trail.

The plan will also include the types of uses best serving the residential neighborhood around the undeveloped Tadpole Park, as well as revision of the City's Capital Improvement Plan (CIP) to include updated Parks Plan goals and projects. The revision of the current Park SDC's for the City will be the end goal of the CIP project.

**2.0 INDEPENDENT CONTRACTOR**

The Consultant shall be engaged pursuant to ORS Chapter 279B Public Contracting Requirements for the Purchase of Goods and Services. Consultant shall be required to execute a contract substantially as per Attachment C and Exhibit A.

**3.0 SCOPE OF PROPOSAL**

The City of Harrisburg is requesting proposals to revise and update the current City Parks Master Plan from 2004. The plan will be updated to incorporate new parks that have been developed since that time, as well as to incorporate the 100-acre Park Feasibility Study. The plan will

include the connectivity of an easement that links the S. 6<sup>th</sup> St. and southern residential neighborhoods, including the development of walking trails or paths that will increase recreational opportunities. A determination as to the types of uses best serving the residential neighborhood around the undeveloped Tadpole Park should also be included.

The goal is to examine the recreational needs of Harrisburg's general public and regional population, while also incorporating modern recreational trends. The consultant will also produce an overall plan that will be a model for future development and implementation plans for parks throughout Harrisburg. Equal Park Access and sustainability are also important goals that should be included in the overall Master Parks Plan.

The Parks Master Plan will include elements from the 100-acre park feasibility study to improve recreational public access to the river, as well as to newly established ponds in the 100-acre park. It will also establish a plan for critically needed public safety/emergency access to the Willamette River.

This draft scope of work represents the City's best estimate of work needed to accomplish the objectives for this project. The City is open to alternative approaches that may deviate from this scope to better meet project objectives.

### **3.1 Project Management:**

The consultant and City Administrator shall hold progress meetings as often as necessary, but in no case less than once every three weeks. The consultant shall supply the City with an electronic copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the City at least three (3) working days before each progress meeting.

The Consultant shall prepare draft meeting announcements and agendas (The City will be responsible for finalizing and distributing this information.) Consultant shall provide informational materials and graphics for the meetings, provide easels and note pads, lead presentations and discussions (as requested by the City), and prepare meeting summaries. Consultant shall provide electronic copies of draft meeting materials to the City for their review and approval at least ten (10) days in advance of meetings and events.

Consultant shall provide meeting summaries for all committee meetings and open houses. Meeting summaries are not intended to be detailed accounts of meetings, but shall at least provide attendance, significant issues raised, identify the person(s) raising issues, resolution of any issue,

and decisions made. Meeting summaries shall be provided by the consultant within one week following the meeting.

### **3.2 Public Outreach Strategy:**

The consultant will identify, describe, and implement a comprehensive strategy and methodology for citizen and stakeholder involvement in the Master Plan development process. The consultant will meet with the community in at least two community meetings to measure public interest in new park facilities, including parks inter-connectivity, park systems expansions and facility development. Outreach activities should include public meetings, stakeholder interviews and other outreach methods.

The City will assist consultant by securing meeting space, and distributing announcements through social media, city/project web site and city newsletter, etc.

### **3.3 City Council/Advisory Committee:**

The consultant will meet with the City Council and/or Advisory Committee at key decision points through the project. Consultant will prepare agendas and meeting materials and facilitate meetings. Consultant shall plan at a minimum three (3) City Council and/or Advisory Committee meetings.

The City shall establish whether an Advisory Committee shall be formed, or whether the consultant shall meet with the city Council, as well as arranging for meeting venues, and distribution of meeting materials.

### **3.4 Review Existing Documents:**

The purpose of this task is to understand the issues of unique concern to the City, build upon prior planning efforts, and help all stakeholders develop a common understanding of the context surrounding the Parks Master Plan.

Staff shall provide Consultant with relevant background information in an electronic format where available. This may include, but is not limited to the following:

1. Parks Master Plan (2004)
2. Comprehensive Plan
3. Urbanization Study (2014)
4. 100-Acre Park Feasibility Study (2016)
5. Strategic Plan (2021-2026)

### **3.5 Community Profile/Demographics and Trends:**

Review and Interpret demographic trends and characteristics of the City of Harrisburg.

### **3.6 Inventory Existing Facilities:**

Compile an inventory and assessment of the existing parks, trails, open space, facilities, and nearby recreation resources. The analysis should consider the capacity of each amenity found within the system (playgrounds, trails, natural areas, special/sport facilities, etc.) as well as functionality, accessibility, condition, comfort and convenience.

### **3.7 Conduct Needs Assessment & Level of Service Analysis:**

Assess the latent and potential demand for services. The analysis will require the consideration of the location, size and number of facilities by type and use, including a condition report for each park and their facilities. The analysis should include but not be limited to the need for parkland as expressed in the Harrisburg Strategic Plan, park development and enhancement, and recreation facilities and programming. The Master Parks plan shall incorporate the feasibility study for the 100-acre park facilities.

### **3.8 Goals, Policies and Objectives:**

Develop goals, policies and objectives that reflect the values of the community.

### **3.9 Capital Improvement Plan (CIP):**

Develop a set of prioritized recommendations for improvements based on the conditions report and needs assessment. Evaluating criteria should be based on the expressed values of the community.

The Consultant will develop estimates of the capital and operational cost for renovation and maintenance of parks/outdoor facilities, development of additional recreational amenities/facilities and land acquisition.

The Consultant shall also work with Staff to produce an updated CIP list with an emphasis on System Development Charges (SDC) eligibility and flexibility.

### **3.10 Draft Master Plan & Adoption**

Prepare draft plan and present to the Advisory Committee (if present), Planning Commission and City Council for feedback prior to adoption. Consultant shall also draft amendments to Harrisburg's Zoning and Subdivision Codes in order to implement the Parks Master Plan.

Consultant shall present Master Plan for adoption to the Planning Commission and City Council in public hearings. Staff shall prepare findings for adoption.

#### **4.0 SUPERVISION**

The Consultant shall work under the supervision of the City Administrator. The Consultant is an independent contractor and shall be responsible for providing support as provided in this RFP.

#### **5.0 CONSULTANT RESPONSIBILITIES**

The Consultant shall be responsible for, and shall act as prime coordinator for all sub-consultant services needed to complete the work, and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the City. All meetings that Consultant is required to attend shall also include sub-consultants as appropriate.

##### **5.1 Previewing Materials**

- 5.1.1 The Consultant shall provide materials for meetings to the City at least seven working days prior to the meeting.
- 5.1.2 The Consultant shall provide materials intended for public release to the City at least seven working days prior to the scheduled release.
- 5.1.3 The City will provide comments to the Consultant within five working days after receipt of draft materials, unless otherwise directed by the City Council.
- 5.1.4 The Consultant shall make revisions and corrections to materials based on comments received at least three working days prior to public release.

##### **5.2 Text Memorandums and Reports**

- 5.2.1 Memorandums and reports are to be formatted for 8½-inch by 11-inch or 11-inch by 17-inch paper.



- 5.2.2 All memorandums and reports are to be delivered to the City digitally in both the native format and in an open universally readable format as agreed between the Consultant and City.

### **5.3 Maps, Graphics and Site Plans**

- 5.3.1 Maps, graphics, and site plans are to be formatted so as to be scalable to 8½-inch by 11-inch or 11-inch by 17-inch paper.
- 5.3.2 Maps, graphics, and site plans are to be delivered to the City digitally in both the native format and in an open universally readable format as agreed between the Consultant and City.
- 5.3.3 Geospatial data must be geo-referenced as agreed between the Consultant and City.

### **5.4 Meetings**

- 5.4.1 The City will provide support for all meetings including published and mailed notice as appropriate, meeting space, and collecting feedback after the meeting. The City will use its web site to post meeting materials.
- 5.4.2 The Consultant will take meeting notes and distribute them to attendees for review. Meeting notes are a brief summary of the attendees, topics discussed, and decisions reached. Meeting notes will be submitted within one week.

### **5.5 Posters**

- 5.5.1 Posters for publicity are to be delivered as hard copies, approximately 2-foot by 3-foot in size.
- 5.5.2 All graphics are to be delivered to the City digitally in both the native format and in an open universally readable format as agreed between the Consultant and City.
- 5.5.3 Posters must be laminated or mounted on poster board as determined by city staff.

## **6.0 FEES**

Consultant will present a proposal of compensation to the City on the attached Price Sheet – Exhibit A.

## 7.0 PROPOSAL DEADLINES, INSTRUCTIONS AND CONDITIONS

7.1 Sealed proposals will be accepted until 10:00 a.m., Monday, Aug 16, 2021, at the City of Harrisburg, City Hall, PO Box 378, 120 Smith Street, Harrisburg, OR 97446. All proposals are to be clearly labeled “Harrisburg Parks Master Plan Update” on the outside of the envelope.

### 7.2 Planned Project Schedule:

- I. August 16, 2021 - Proposal Deadline
- II. August 2021 – Review responses
- III. September 2021 – Select Consultant/Background material review complete.
- IV. January (mid) 2022 – Initial public outreach complete.
- V. February 2022 – Needs Assessment and Level of Service Analysis complete with Goals, Policies, and Objectives.
- VI. March 2022 – Capital Improvement Plan Recommendations Complete; SDC’s review completed.
- VII. April 2022 – Draft Master Plan Complete – Presentation to Planning Commission, Advisory Committee (If present) and City Council.
- VIII. May 2022 – Public Hearings with the Planning Commission and City Council
- IX. June 2022 – Adoption of Parks Master Plan, Parks CIP and Parks SDC’s.

7.3 Five (5) copies of each proposal are required and one (1) pdf electronic copy of the proposal. **Proposal length shall not exceed 20 pages.**

7.4 Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened.

7.5 Whether your proposal is mailed in or hand delivered, it must be addressed to:

Michele Eldridge, City Administrator  
City of Harrisburg  
PO Box 378  
120 Smith Street  
Harrisburg, OR 97446

## **8.0 PROPOSAL REQUIREMENTS**

### **8.1 Please include the following in your proposal:**

- 8.1.1 Name, address, phone number, and email address of your firm and the person(s) who is authorized to legally represent the firm.
- 8.1.2 A narrative of your understanding of the work required detailing the approach, methodology, deliverables and client meetings to be provided.
- 8.1.3 A proposed timeline for preparation and implementation of the Parks Master Plan.
- 8.1.4 Completion of Authorized Signatures form attached hereto as Attachment B and Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment C.
- 8.1.5 Past project experience and client references. Background on the firm and its experience in preparing Parks Master Plans for public agencies. Of particular interest are community outreach and engagements involving communities with characteristics similar to the City of Harrisburg.
- 8.1.6 Qualifications and demonstrated competencies, specifically Municipal Parks, or Parks, Recreation and Open Space Master Plans. Identification of the personnel to be assigned to this engagement including a resume of related experience.
- 8.1.7 A minimum of five (5) public agency references for projects of a similar nature to this project and a description of the projects to minimally include client, location, contact person, contact information, and a brief description of the project, preferably within Oregon.

8.1.8 Staffing, capacity, availability, and work in progress.

## 8.5 INTERPRETATIONS AND ADDENDA

Questions or comments that arise prior to the submittal of proposal shall be directed to:

**Michele Eldridge**  
**City Administrator**  
**City of Harrisburg, PO Box 378**  
**Harrisburg, OR 97446**  
**Phone: (541) 995-2200**  
[meldridge@ci.harrisburg.or.us](mailto:meldridge@ci.harrisburg.or.us)

If necessary, interpretations or clarifications in response to such questions will be made by issuance of an 'Addendum' to all prospective proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date. Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the 'Acknowledgment of Addendum' with proposal.

### **ONLY QUESTIONS ANSWERED BY FORMAL WRITTEN ADDENDA WILL BE BINDING.**

Oral and other interpretations or clarifications will be without legal effect.

#### **8.5.1 Proposal Validity Period**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal opening date.

#### **8.5.2 Form of Contract**

The Proposal Response and Price Sheet shall be attached and is included as **Attachment A**

The Consultant Signature Sheet is included as **Attachment B**.

A copy of the **PERSONAL SERVICES CONTRACT (with indemnity)** is included as **Attachment C**. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms should indicate the same in their proposals.

## **9.0 EVALUATION AND SELECTION PROCESS**

9.1 All proposals will be reviewed by a committee composed of the City Administrator and designated staff.

9.2 If requested by the City, two or more individuals/firms may be selected for oral interviews.

9.3 A single Consultant will be selected. The Consultant and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal and labeled Attachment C.

## **10.0 SELECTION CRITERIA**

Proposals shall be evaluated based on a 100-point system as described below. Consultants shall describe qualifications and resources required to perform the activities.

Five (5) hard copies and one (1) .pdf version	(Pass/Fail) (Y/N)
Project approach, content and timeline	30 Points
Past project experience of firm and staff, and client references	20 Points
Qualifications and demonstrated competencies, specifically Municipal Parks Master Plans	25 Points
Staffing capacity availability and work in progress	15 Points
Project fee structure and cost estimate	10 Points

## **11. AWARD CRITERIA**

Award of the contract in the form attached will be made to the proposer whose proposal is, in the opinion of the City Council or its designee, in the best interest of the City, price and other factors considered. The City reserves the right to reject all proposals or to reject any proposal not in accordance with this solicitation. Submittal of a proposal indicates proposers' intent to be bound to the form contract attached. The City reserves the right to make changes and complete this contract in its sole discretion.

When an item that is proposed is not the same as the item specified in the RFP documents, the City shall determine whether or not the proposed item shall be considered as an approved equal. If the item is not determined to be an approved equal, that proposal item shall be rejected. This determination shall be made prior to contract award.

An evaluation committee will select the proposer determined to meet the best interests of the City, and the City Administrator will make the final recommendation for award to the City Council. The City Council shall make the final contract award determination.

## Attachment A – Price Sheet

### PROPOSAL RESPONSE

Please complete this sheet and include it in your response with an estimate of all costs of proposed master plan preparation. Please include total cost to the City as well as break downs for expenses, hourly rates and meeting costs:

Needs Assessment & Level of Service Analysis including Goals, Policies & Objectives	\$
Capital Improvement Plan Recommendations with emphasis on System Development Charges eligibility & flexibility	\$
Staff 2 Public Open Houses/Public Outreach	\$
Staff 3 Advisory Committee/Council Meetings	\$
Draft Master Plan and Adoption	\$
<b>Total Proposed Budget</b>	\$

## Attachment B

### CITY OF HARRISBURG, OREGON PARKS MASTER PLAN CONSULTANT SIGNATURE SHEET

#### Authorized Signatures and Attestation

I, \_\_\_\_\_ the undersigned, and \_\_\_\_\_ authorized representative of \_\_\_\_\_, whose address is: \_\_\_\_\_ have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposal issued by the City of Harrisburg for the Parks Master Plan, CIP and SDC's update.

Acting on the behalf of my firm, which is listed above, I do attest that the services offered by us meet the City of Harrisburg's specifications in every respect, (check one) \_\_\_\_\_ without exceptions \_\_\_\_\_ with exceptions (please describe on separate attachment to this Attachment B).

We, therefore, offer and make this bid to furnish the City of Harrisburg Parks Master Plan, Parks CIP and SDC's update by the Consultant Services detailed in our proposal at the price indicated.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Attachment C

### CITY OF HARRISBURG, OREGON PARKS MASTER PLAN UPDATE CONSULTANT

#### PERSONAL SERVICES CONTRACT (with indemnity)

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Harrisburg, a municipality of the State of Oregon, hereinafter called City, and \_\_\_\_\_, hereinafter called Consultant.

WHEREAS, City has need for the services of an individual with particular training, ability, knowledge, and experience possessed by Consultant;

NOW THEREFORE, the parties agree as follows:

#### CONSULTANT'S OBLIGATIONS

1. Scope of Project.

A. Generally, Consultant agrees to perform, during the period from \_\_\_\_\_, 2021, through \_\_\_\_\_, 2022\_\_, the following personal services:

(1) \_\_\_\_\_;  
\_\_\_\_\_;

(2) \_\_\_\_\_;  
\_\_\_\_\_;

B. Specifically, the Consultant shall complete the Scope of Work, as described in the City's Request for Proposals and the Consultant's Proposal for \_\_\_\_\_, dated \_\_\_\_\_, 2021, both attached hereto and incorporated by reference as if fully set forth herein, as Exhibit B.

2. The Consultant shall complete the above Scope of Work for the total fee of not to exceed \$\_\_\_\_\_. Payments shall be based upon monthly invoices which Consultant shall submit to the City, detailing the previous month's fees and costs and percentage of the project completed to date. Upon request, Consultant will provide the City Administrator with supporting documents, records and draft programs evidencing the progress made on the project to date.

3. Unless otherwise noted in this agreement, all work product completed in whole or in part under this Agreement, including but not limited to records, reports, documents, pleadings, exhibits and other materials related to this Agreement and/or obtained or prepared by, or supplied to Contractor in connection with the performance of the services contracted for in this agreement shall remain the exclusive property of the City.
4. Consultant is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
5. If this payment is to be charged against federal funds, Consultant certifies that s/he is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service provided.
6. Consultant is not currently employed by City, and will not be under the direct control of City.
7. Consultant will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
8. Consultant is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
9. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit A, attached hereto and incorporated herein by this reference.
10. Consultant shall maintain during the life of this Agreement and provide certification of the following minimum public liability and property damage insurance, naming City as an additional insured, which shall protect City and Consultant from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:
  - A. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.

- B. Statutory workers' compensation and employer's liability insurance for the State of Oregon.
  - C. Professional liability insurance with limits of not less than \$500,000. Insurance policies shall not be canceled or terminated without 30-days prior written notice to the City.
11. Consultant agrees to defend, indemnify and hold City harmless from and against all claims and demands for loss or damage arising out of or in any way connected with the Consultant.
12. Access to Records. The Consultant shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.
13. Subcontracts and Assignment. Consultant shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contract hereunder. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
14. Errors. The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

#### **CITY'S OBLIGATIONS**

15. City shall pay Consultant the sum of \$\_\_\_\_\_ in monthly installments, made upon Consultant's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect the progress made upon the project to date, on a pro rata basis. The total sums paid under this contract shall not exceed \$\_\_\_\_\_.
16. The City may terminate this agreement only upon thirty (30) days written notice to the consultant. Payment due upon termination will be a pro rata portion of the total project cost, reflecting project completion to date.

17. City shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
18. The City shall make all provisions for Consultant to enter upon public and private property as necessary to perform the duties under this contract. City shall also provide all licenses and permits necessary to perform this contract.

## **GENERAL PROVISIONS**

19. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Linn County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

The City and Consultant agree to a consolidated arbitration of such claims, disputes, and other matters in question between themselves regarding the project, with claims, disputes, and other matters in question regarding the project between and among the City, Consultant and the City's third party designees and contractors and anyone else under contract with the City or any other party to perform work or services related to the project.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

20. Indemnification.

- A. The parties mutually agree, to the fullest extent permitted by law, to indemnify and hold the other harmless from any damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the indemnifying parties, its employees, officers or agents,

intentional or negligent acts, errors or omissions in the performance of this contract.

B. Indemnity – Standard of Care. If Consultant's services involve engineering or consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

21. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

22. Applicable Law. This agreement shall be construed in accordance with Oregon law.

23. Severability. If any part, term or clause of this contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

24. Entire Agreement. This agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder. This agreement may not be altered except in writing signed by both parties.

CONSULTANT:

CITY OF HARRISBURG:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: P.O. Box 378  
Harrisburg, OR 97446

Social Security #/EIN: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

### EXHIBIT A

#### **ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant

- to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq. ORS 279B.235(3).
  - (7) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
  - (8) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
  - (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
  - (10) The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms. Public Contracting Rule 137-049-0200(1)(b)(A).
  - (11) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
  - (12) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
  - (13) Contractor may not assign this contract, delegate its duties, or subcontract these services without prior written approval from Contracting Agency. Public Contracting Rule 137-047-0260(2)(f).

***The consultant is required to be familiar with all ORS statutes relating to public contracting requirements for the purchase of goods and services and not rely solely upon the abbreviated references contained within this document.***