



**Request for Proposals  
for Consulting Services to Conduct a  
Comprehensive Parks and Recreation Master Plan**

**Closing Deadline: May 29, 2024**

**Time Due: 4:00 p.m. PST**

**Attn: Katie Hammer, Executive Director  
Redmond Area Park and Recreation District  
465 SW Rimrock Way  
PO Box 843  
Redmond, OR 97756**

**SCHEDULE**

REQUEST FOR PROPOSAL ADVERTISED.....	April 29, 2024
LAST DATE FOR SOLICITATION CLARIFICATIONS.....	May 14, 2024
PROPOSALS DEADLINE.....	May 29, 2024
PROPOSAL OPENING.....	May 30, 2024
NOTICE OF INTENT TO AWARD.....	June 11, 2024
LAST DATE TO PROTEST AWARD.....	June 18, 2024
CONTRACT SIGNED.....	June 25, 2024
FINAL COMPLETION DATE.....	June 30, 2025

## **REQUEST FOR PROPOSALS**

Redmond Area Park and Recreation District will receive sealed proposals until no later than 4:00 p.m. on May 29, 2024, with opening at 10:00 a.m. on May 30, 2024, at 465 SW Rimrock Way, PO Box 843, Redmond, OR 97756 to provide:

### **Consulting Services to Conduct a Comprehensive Parks and Recreation Master Plan.**

No proposals will be received or considered after this time.

Sealed proposals clearly marked “Master Plan Services” shall be sent to Katie Hammer, Executive Director, Redmond Area Park and Recreation District, at the above address. No prequalification for Proposers is required.

The RFP is available at the address above now through closing. To request a copy of the RFP, including contract terms, conditions, and specifications, please contact Katie Hammer, Executive Director, at 465 SW Rimrock Way PO Box 843, Redmond, OR 97756, email [katie.hammer@raprd.org](mailto:katie.hammer@raprd.org) or phone (541) 548-727 or through the District’s website: <https://www.raprd.org>.

Dated this 29<sup>th</sup> day of April, 2024.

## **SECTION 1**

### **INTRODUCTION**

The Redmond Area Park and Recreation District (District) is issuing this Request for Proposal (RFP) seeking to hire a highly qualified consulting firm to provide services to the District to develop a Parks and Recreation District Master Plan (Master Plan Services).

The plan should create a roadmap for ensuring just and fair quantity, proximity and connections to quality parks and green space, recreation facilities and programs throughout the District now and into the future. The District is seeking a system-wide approach in order to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios.

The Parks and Recreation Master Plan that will be created from this work will be a guiding document for future development and redevelopment of the District's system of parks and green space, recreation and programs over the next ten years.

### **DISTRICT OVERVIEW**

Redmond Area Park and Recreation District was incorporated on July 8, 1975, for the purpose of providing park and recreation facilities for the residents residing within the boundaries of the District. Redmond is located in Deschutes County, is approximately 183 square miles in size, with a service population of approximately 45,000. Currently, the District's facilities include the Cascade Swim Center & CSC Park, the High Desert Sports Complex, Borden Beck Wildlife Preserve, and undeveloped parks at Majestic Ridge in Redmond, and at Tetherow Crossing. A new recreation center is currently in the final design phase and construction is expected to begin Summer 2024. The District offers a variety of recreation programs. These include youth and adult sports, before and after school programs, red cross classes, art classes, swim lessons and many others. We serve the communities of Redmond, Terrebonne, and Tumalo.

## **SECTION 2**

### **PROJECT DESCRIPTION**

Redmond Area Park and Recreation District is seeking proposals from qualified consulting firms to provide Master Plan Services to the District to develop a Parks and Recreation Master Plan. The District has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities and programs for all members of the community and this master plan will help us achieve our commitment. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the District's park system, green space, trails, recreation facilities and program development for the next ten years. The consultant will work closely with District staff and Board, as well as other key stakeholders including the City of Redmond, Redmond School District, other program providers and user groups in preparing the Parks and Recreation Master Plan. The consultant will create a product for distribution to the public.

## SCOPE OF SERVICES BEING REQUESTED

The project is expected to include the following items:

- Comprehensive public outreach campaign addressing key issues shaping the community.
- Review and assessment of past and related planning efforts and community demographics
- Update an inventory of existing parks and provide conditions report for each park and their facilities.
- Identify unmet current and future needs in the parks system.
- Prioritize park improvements, development, and potential future park acquisitions.
- Prepare final document.

Specific Tasks:

### 1. Background Information

- Review existing park facilities, amenities, and infrastructure.
- Analyze historical data, user demographics, and trends in park usage.
- Identify any relevant community feedback or input gathered previously.
- Review existing community plans:
  - 2018 City of Redmond Parks Master Plan
  - Oregon Statewide Comprehensive Outdoor Recreation Plan (SCORP)
  - RAPRD Capital Improvement Plan

### 2. Community Engagement

- Develop a comprehensive community and stakeholder engagement plan to gather input from various groups.
- Conduct public meetings, surveys, workshops, and focus groups as necessary to gather input and feedback.
- Develop and Manage online public engagement tools and data and provide content to be posted on the District's website.

### 3. Site Analysis and Inventory

- Conduct a thorough analysis of the park site(s) to assess:
  - Topography and natural features
  - Existing vegetation and wildlife habitats
  - Infrastructure and utilities
  - Accessibility and circulation
  - Adjacent land uses and potential impacts

- Inventory existing park facilities, amenities, and assets.

#### 4. Needs Assessment

- Identify current and future needs of park users and the broader community.
- Consider demographic trends, population growth projections, and changing recreational preferences.
- Assess deficiencies and gaps in existing park amenities, trails and services.

Based upon the outcome of the Needs Assessment, develop the following:

- Level of Service (LOS) standards to meet community needs.
- Prioritized recommendation to meet needs through land acquisition, rehabilitation to current facilities, and construction of additional facilities.
- Estimates of the capital and operational costs for land acquisition, enhancements to current facilities, and construction of facilities.

#### 5. Develop Recommendations, Policies, Performance Metrics and Capital Improvement Plan.

- Prioritize projects and improvements based on feasibility, impact, and community priorities.
- Recommend performance measures and method for tracking progress.

#### 6. Documentation and Reporting

- Prepare a comprehensive report documenting the park master planning process, findings, and recommendations.
- Include cost estimates for proposed improvements.
- Provide 10 color printed and bound copies of the final version of the plan and two flash drives with the final plan and all project files.

## **SECTION 3**

### **SUBMITTAL INFORMATION**

To be considered by the District, please provide the following information in the order listed:

1. Describe the communication process used by the firm to discuss issues with your teams, stakeholders, community and District Board and staff.
2. Identify the local office partners, manager and key staff members who would be assigned to the project. Describe their roles and provide a brief description of their professional experience, including a summary of experience on similar projects to those described in this RFP.

3. Discuss any innovative or creative approaches the firm has used to address challenges in previous projects.
4. Describe past design of public use facilities to include accessibility improvements in parks or public spaces.
5. Describe past design for projects of similar size, scope, or complexity to this Project. Provide your firm's strategies for engaging the public in park-related projects.
6. Describe your firm's capability and experience in providing financial-related consulting services to local government units, and identify your local office consultants who would provide such services.
7. Provide at least three (3) public agency references for projects of a similar nature. Include a description of the projects, including (at minimum) client, location, contact person, contact information (telephone/email address) and a brief summary of the project.
8. Provide up to four (4) examples of past work completed within the last five (5) years that represent the type of work request in this RFP. Examples can be representative of projects with References or form separate completed projects. Please provide the following information for each project, along with project images and narratives, using the checklist below and organizing the information in the same sequence:
  - Project name, location, and current status
  - Population of community
  - Project description (including a description of professional services provided)
  - Project owner (reference's current: name, address, telephone number, and email)
  - Project duration
  - Cost of Master Planning effort
  - Individual responsible for day-to-day contact with the client.
  - Key team members including sub-consultants responsible for the work and the firm they were employed with at the time of the project work. If the firm has multiple offices, indicate which office managed the similar project.
9. Describe your understanding of the nature and extent of the Services required.
10. Describe your approach to the project, highlighting the methodology and process to be used, components, expected deliverables and client meetings.
11. Provide a proposed project timeline for preparation and implementation of the Master Plan and its components.
12. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our consultant is the best decision we could make. Include any other information that you believe will assist the District in making its selection.

13. Provide the following itemized project costs in a separate sealed envelope:

- a) Estimate of the maximum not to exceed fee for providing above-described services to the Redmond Area Park and Recreation District and maximum hours the fee would include.
- b) An hourly rate schedule, valid for a period of twelve (12) months following the contract execution date, for each member of the firm who will be working on the Project.
- c) State whether your fees include travel and out-of-pocket expenses, or whether such costs are billed separately. If billed separately, include an estimate of such fees.

## SECTION 4

### SUBMISSION REQUIREMENTS AND PROVISIONS

1. Four (4) copies of sealed proposals are required along with an electronic version on a flash drive.
2. Proposals shall include:
  - a) A cover sheet indicating an interest in providing Master Plan Services to the Redmond Area Park and Recreation District, and providing the following:
    - i) Full legal name of proposing business entity
    - ii) Structure or type of business entity
    - iii) Name(s) of the person(s) authorized to represent the Proposer in any negotiations
    - iv) Name(s) of the person(s) authorized to sign any contract that may result
    - v) Contact person's name, mailing or street addresses, phone, and email address
    - vi) Statement that no redactions are requested, if applicable
    - vii) Signature of Proposer representative, authorized to bind Proposer
  - b) Outline of Project Team
    - i) Identify one senior project manager who will be responsible for the day-to-day management of personnel, and serve as the primary contact for District's project manager.
    - ii) Describe the role and responsibility of personnel that will be assigned to this project, including the percent of time that each individual will spend on the project in relation to their overall work hours.
    - iii) Describe your firm's policy and practices related to rotating staff.
  - c) A signed attestation form, which is enclosed with this solicitation document, providing written assurances of the proposer's ability to meet the District's required criteria for selection.
3. Proposals must be **received** no later than 4:00p.m. on May 29, 2024. Proposals received after this deadline will not be considered.
4. Proposals must be in a sealed envelope marked "Master Plan Services" and mailed or delivered to:

Redmond Area Park and Recreation District  
Katie Hammer, Executive Director  
465 SW Rimrock Way  
PO Box 843  
Redmond, OR 97756

5. If any person contemplating submitting a proposal for the contract has a question concerning any provision of the proposal documents, the question should be submitted to Executive Director. The person submitting the request will be responsible for its prompt delivery to the Executive Director. Oral interpretations or statements cannot modify the provisions of the proposal documents. Any interpretation of the proposal documents will be made only by a written addendum, duly issued and a copy of the addendum will be mailed or delivered to each person receiving a set of proposal documents from the District. Receipt of an addendum must be acknowledged by signing and returning a copy of the addendum with the proposal.
6. After the scheduled closing time for the receipt of proposals and before acceptance of a proposal, no proposer will be permitted to withdraw the proposal unless said acceptance is delayed for a period exceeding thirty (30) days. Any proposals received after the scheduled closing time shall be returned to the proposers. Withdrawal of a proposal shall not disqualify the proposer from submitting another proposal provided the time for receipt of proposals has not expired. Any request for withdrawal of a proposal shall be executed and signed by an authorized agent of the proposer.
7. Any exceptions to the specifications of this RFP must be clearly identified in writing in the proposal, and referenced in the cover sheet.
8. Any proposer who believes any of the proposed specifications may limit competition among potential proposers must submit written comments or objections on the proposed specifications to the Redmond Area Park and Recreation District, 465 SW Rimrock Way, PO Box 843, Redmond, OR 97756. The comments must specify why the proposed specification limits competition, and must be received no later than five (5) calendar days before the date when the proposals will be publicly opened.

## **SECTION 5**

### **OPENING OF PROPOSALS**

Proposals will be opened at the office at the Redmond Area Park and Recreation District, 465 SW Rimrock Way, Redmond, OR 97756, at 10:00 a.m. on May 30, 2024. Proposers who wish to be present at the time of opening will be informed of the number and names of proposers. Once opened, proposals will be available for public inspection, per Oregon's public records law. Proposers will clearly mark confidential material as such. The District will endeavor to maintain the confidentiality of so marked information, subject to all legal public record disclosure requirements.

Submissions shall become the property of the Redmond Area Park and Recreation District without obligation. Costs incurred in the preparation, submission and presentation of proposals are solely the responsibility of each proposer.

### **EVALUATION CRITERIA**

Evaluation consideration will include the following:

1. The overall project approach of the firm. Is the approach sufficiently thorough, original, and sufficiently comprehensive to reflect a clear understanding of the District's needs? Are the time estimates to perform each section clearly identified?



2. Qualifications, experience in planning, engineering, architecture, and certification of supervision staff assigned to the Project including the on-site supervisor.
3. Past performance and service on similar projects.
4. Responses from references furnished by the proposer.
5. Completeness, organization, and presentation of the proposal and documents submitted.
6. Effectiveness of written and oral communication style.
7. Cost, although a significant factor, will not be the sole factor upon which the award is based. Cost may become important in the event other evaluation criteria appear to indicate that potential proposers are ranked relatively equal.

### **AWARD / REJECTION**

Award of the contract in the form attached will be made to the proposer whose proposal is, in the opinion of the District Board or its designee, in the best interest of the District, price and other factors considered. The District reserves the right to reject all proposals or to reject any proposal not in accordance with this solicitation. Submittal of a proposal indicates proposer's intent to be bound to all terms of the contract attached. The District 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 District 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 be responsible for initially reviewing the competing proposals, based upon the criteria set forth in this Request for Proposals. Selection may be made directly from the proposals submitted, or the District may conduct interviews with selected finalists. The committee will select the proposer determined to meet the best interest of the District, and the committee's recommendation will be forwarded to the District Board. The District Board shall make the final contract award determination.

Attachments:

Attachment A - Authorized Signatures And Attestation

Attachment B - Personal Service Agreement for Master Plan Services

**ATTACHMENT A  
AUTHORIZED SIGNATURES AND ATTESTATION**

I/we, the undersigned, an 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 Redmond Area Park and Recreation District for Consulting Services to Conduct a Comprehensive Parks and Recreation Master Plan.

Acting on behalf of my/our firm, which is listed above, I/we do attest that the Master Plan Services offered by my/our firm meet the Redmond Area Park and Recreation District specifications in every respect,

\_\_\_\_\_ with no exceptions.  
\_\_\_\_\_ with exceptions (provide detailed explanation on a separate sheet).

The proposal in its entirety shall be valid for 90 days from the proposal due date.

The proposal has been created independently and without collusion designed to limit independent bidding or competition.

I/we therefore offer and make this proposal to furnish to the Redmond Area Park and Recreation District the consulting services detailed in my/our proposal at the prices indicated.

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

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment B

### REDMOND AREA PARK AND RECREATION DISTRICT

#### PERSONAL SERVICE AGREEMENT FOR MASTER PLAN CONSULTING SERVICES

BASED UPON the proposals submitted in response to the Request for Proposals for Consulting Services to Conduct a Comprehensive Parks and Recreation Master Plan (RFP) issued by Redmond Area Park and Recreation District (District), District and [REDACTED] (Consultant) hereby enter into an agreement for the provision of personal services in accordance with the RFP and Consultant's Proposal.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Consultant agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Consultant's Proposal
- (3) Exhibit C – ORS 279B requirements for Personal Service Contracts

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits A, C, then B, in that order.

1. Term. The term of this Agreement shall extend from [REDACTED], 2024, to [REDACTED], 202[REDACTED], unless extended for up to one additional five-year term by District.
2. Scope of Work. Consultant agrees to perform during the term of this Agreement, the following services:
  - 2.1 Generally, Consultant shall provide all materials and services associated with providing Parks and Recreation Master Plan Services to District (Services).
  - 2.2 Specifically, Consultant shall provide all materials and services associated with providing Services as set forth in District's RFP dated [REDACTED], 2024, and Consultant's proposal dated [REDACTED], 2024, incorporated herein as Exhibits A and B, respectively.
  - 2.3 Consultant shall not perform and District shall not pay for Consultant's services which are outside the work described in this Section 2, unless District provides prior written consent for such work. Consultant's services which are outside of the Scope of Work and approved by District shall be charged as provided in Exhibit B.
3. Compensation.
  - 3.1 Compensation. For the Services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in the maximum not to exceed amount of \$ [REDACTED].
  - 3.2 Invoices. Invoices for Consultant's Services shall be based upon Consultant's fees and hourly rates as set forth in Exhibit B, up to the maximum amounts, above. These amounts shall be billed to District in summary form, detailing the previous month's fees and costs and the percentage of the project completed to date, on or about the 10th day of each month for all Services performed through the last day of the prior month. Backup invoices, supporting documentation, and records evidencing the progress made on the project to date shall be provided by Consultant at District's request.

### 3.3 Payments.

(A) District will review Consultant's invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, District shall pay the invoice amount in full within thirty (30) days of invoice date.

(B) If District fails to make any payment due Consultant for Services and expenses within thirty (30) days of the date on Consultant's invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent (1%) per month from original invoice date. In addition, Consultant may, after giving seven (7) days' written notice to District, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) District shall reimburse Consultant for pre-approved expenses reasonably incurred by Consultant in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. District shall not reimburse for any expense, unless Consultant first obtains District's prior written authorization before incurring such expense. Consultant will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. Covenants. Consultant agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of District.
5. District Responsibilities. In addition to District's payment obligations, as set forth in Section 3.3 above, District shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
6. Termination.

6.1 Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other or at any time upon mutual written consent to parties. If terminated for default, the notice of termination shall set forth the manner in which the other is in default. The consultant shall be paid the agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

Upon termination under this Section, unless terminated for breach, Consultant shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) District has against Consultant. Pursuant to this Section, Consultant shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Consultant. District shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

#### 6.2 Termination for Default.

(A) If the District fails to perform in the manner called for in this Agreement or if the District fails to comply with any other provisions of the Agreement, the Consultant may terminate this Agreement for default after giving the District the notice and opportunity to cure required by this Section. Prior to termination for default, the Consultant must give the District written notice of the breach and of the Consultant's intent to terminate. If the District has not entirely cured the

breach within fifteen (15) days of the date of the notice, then the Consultant may terminate the Agreement at any time thereafter by giving the District a written notice of termination.

(B) If the Consultant fails to perform in the manner called for in this Agreement or if the Consultant fails to comply with any other provisions of the Agreement, the District may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant shall be paid the Agreement price only for Services performed in accordance with the manner of performance as set forth in this Agreement.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by District, Consultant will continue to perform Services to the date agreed upon as the termination date.
8. Standard of Care. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professionals 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, and shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delay and without additional costs.
9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
  - 9.1 If terminated by District under Section 6.2 due to a breach by Consultant, District may complete the work either itself, by agreement with another consultant, or by a combination thereof. If the cost of completing the work exceeds the compensation to Consultant as provided under this Agreement, then Consultant shall pay to District the amount of the reasonable excess.
  - 9.2 In addition to the above remedies for a breach by Consultant, District also shall be entitled to any other equitable and legal remedies that are available.
  - 9.3 If District breaches this Agreement, Consultant's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Consultant is entitled.
  - 9.4 District shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
10. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Consultant shall require similar agreements from any Consultant subcontractors to maintain the confidentiality of District information.
11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

District: Redmond Area Park and Recreation District  
Katie Hammer, Executive Director  
465 SW Rimrock Way  
PO Box 843  
Redmond, OR 97756

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Insurance. Consultant shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance --\$1,000,000 occurrence/\$2,000,000 aggregate

12.2 Professional liability insurance -- \$1,000,000 occurrence/\$2,000,000 aggregate

12.3 Workers' Compensation insurance -- \$1,000,000

12.4 Automobile Liability Insurance -- \$1,000,000 each accident

Consultant shall: (a) provide District with a copy of a current Certificate of Insurance with the coverages listed above; (b) include District as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Consultant insurance policy); and (c) provide District with 30-day notice prior to cancellation.

13. Access to Records. The Consultant shall maintain, and the District 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 District.

14. Indemnity. To the extent permitted by law, Consultant shall protect, defend, indemnify and hold District harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Consultant's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of District.

15. Force Majeure. Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

16. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While District reserves the right to set various schedules and evaluate the quality of Consultant's completed work, District cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Consultant is responsible for all federal

and state taxes applicable to compensation and payment paid to Consultant under this Agreement and will not have any amounts withheld by District to cover Consultant's tax obligations. Consultant is not eligible for any District fringe benefit plans. It is recognized that Consultant may or will be performing work during the term for other parties and that District is not the exclusive user of the services that Consultant provides.

17. Federal Funds. If payment under this Agreement is to be charged against federal funds, Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.
18. No Benefits. Consultant will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
19. PERS. Consultant is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
20. Assignment. Consultant shall not assign or subcontract any of its obligations under this Agreement without District's prior written consent, which may be granted or withheld in District's sole discretion. Any subcontract made by Consultant shall incorporate by reference all the terms of this Agreement. District's consent to any assignment or subcontract shall not release Consultant from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and District shall incur no obligation other than its obligations under this Agreement. 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.
21. Public Contracting Requirements. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Deschutes County Circuit Court, Deschutes County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of District, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* 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 presiding judge of the Deschutes County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. 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.
25. Continuation During Disputes. 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 District shall make payments as required by the Agreement for undisputed portions of work.

- 26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for District to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Consultant agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 28. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile or other electronic transmission shall be binding as original signatures.
- 29. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Master Plan Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 30. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

DISTRICT:

CONSULTANT:

\_\_\_\_\_  
Redmond Area Park and Recreation District

\_\_\_\_\_  
[INSERT CONSULTANT NAME]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**EXHIBIT B**  
**CONSULTANT'S PROPOSALS**

## EXHIBIT C

### ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS PERSONAL SERVICES

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the performance 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) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against District 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) Consultant 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) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or its surety from Consultant's or its obligation with respect to any unpaid claim. If District is unable to determine the validity of any claim for labor or material furnished, District may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Consultant 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).
- (9) The Consultant 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).
- (10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a consultant that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the nonresident contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.