



September 24, 2018

REQUEST FOR PROPOSALS

PROJECT: Adams Avenue Streetscape Design Services

PROPOSAL DUE DATE: No later than October 12, 2018 at 4:00 PM.

City of Sisters

Community Development Department
520 E Cascade Avenue PO Box 39
Sisters, Oregon 97759
(541) 549-6022

Contact Person

Director of Community Development
Patrick Davenport
(541) 323-5219 (Direct)
pdavenport@ci.sisters.or.us

NOTICE OF REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES FOR ADAMS AVENUE STREETScape DESIGN SERVICES

City of Sisters (“City”) is requesting sealed proposals from qualified firms or individuals to provide certain landscape architecture and design services including a comprehensive streetscape design and landscape drawings for the Adams Avenue Corridor. The design will be used to secure funding to prepare engineering plans, construction drawings, and cost estimates to enable construction of the project in an expedited manner. The City requests sealed proposals from qualified firms or individuals with expertise in landscape architecture, public infrastructure engineering, and streetscape design.

Interested parties may obtain a copy of the Request for Proposals (the “RFP”) (and related documents) by downloading a copy from City’s website at <https://www.ci.sisters.or.us/>. Interested parties may receive a hard copy of the RFP (and related documents) at Sisters City Hall at 520 E. Cascade Avenue, Sisters, Oregon 97759.

All proposals must be sealed in an opaque envelope or package and must be submitted to City Recorder, Kerry Prosser by mail at PO Box 39, Sisters, Oregon 97759 or by hand delivered at City Hall, 520 E. Cascade Avenue, Sisters, Oregon 97759 by **2:00 p.m., Friday, October 12, 2018**. Proposals will be opened and the names of the submitting proposers read at **4:00 p.m., Friday, October 12, 2018**. (Contents of proposals submitted will not be available for review until after City has executed a contract.) City will not consider any proposal received after the stated date and time, that is incomplete, and/or that is not submitted in the proper manner and format.

Proposals must be clearly marked “**DESIGN SERVICES FOR ADAMS AVENUE STREETScape.**”

TABLE OF CONTENTS

OVERVIEW 1

 A. Project; Background 1

 B. Time Period 1

SCOPE OF SERVICES 1

 A. Project Scoping 2

 B. Develop Project Concepts..... 2

 C. Finalize Conceptual Design and Planning Level Cost Estimates 2

EVALUATION CRITERIA 3

 A. Minimum Required Qualifications 3

 B. Scoring Criteria 3

 C. Evaluation Outcome 4

PROPOSAL SUBMISSION REQUIREMENTS 4

 A. Submission 4

 B. Format for Proposals 5

 C. Introductory Letter 5

SELECTION PROCESS 5

ANTICIPATED SCHEDULE 6

ADDITIONAL INFORMATION 6

PROTEST PROCEDURES 8

EXHIBIT A: Sample Professional Services Agreement

ATTACHMENTS: Project area map and photos

CITY OF SISTERS
Request for Proposals
Adams Avenue Streetscape Design Project

OVERVIEW

The purpose of this Request for Proposals (“RFP”) is to select a consultant to provide certain landscape architecture, design, and related services for the City of Sisters (“City”) including a comprehensive engineering and landscape design for Adams Avenue. The selected firm or consultant will report directly to the Community Development Director and/or his or her designee.

A. Project Background.

The City of Sisters is well known as an arts-centric community that is full of visionary leaders, story tellers and artisans of all types. It is perfectly situated in a unique, alpine-to-high-desert environment full of natural beauty, recreational abundance, four-season access, and destination excellence. The Adams Avenue Streetscape Design Project (the “Project”) encompasses an area located within the Downtown Commercial District along the Adams Avenue 80’ wide right-of-way from Cedar Street to Pine Street as well as sections of streets crossing Adams Avenue approximately 114’ to the north and south (the “Adams Avenue Corridor”).

This Project will require a multi-disciplinary design team that may include a landscape architect, civil engineer, and/or other design professionals. The purpose of this RFP is to select a design consultant team to perform the Services (as defined below) and complete a comprehensive streetscape design that includes all of the elements described in this RFP.

B. Time Period. The estimated time period in which the Services will be performed will begin in December 2018 through approximately April 2019.

SCOPE OF SERVICES

The Scope of Services includes site analysis and assessment, community engagement, development of conceptual designs including plan view and roadway sections, stormwater management facilities, and pedestrian and landscaping amenities with a draft list of materials and quantities sufficient to prepare future cost estimates.

Project considerations must carefully evaluate public input, the unique character and existing conditions of the neighborhood along Adam’s Avenue as well as future development potential of this section of the City’s downtown commercial core. Additional details on specific tasks are found below. The scope of services and deliverables to be performed by the consultant pursuant to this RFP include, without limitation, the following landscape architecture, design, and related services concerning the Project (collectively, the “Services”):

A. **Project Scoping.** Meet with City staff to finalize project scope, goals, objectives, schedule, and process. Conduct a site analysis and assessment.

Deliverables:

- Post meeting notes summarizing key information.
- Site analysis and assessment report.

B. **Develop Project Concepts.**

- Produce 3 to 5 preliminary streetscape concepts for the Adams Avenue corridor based upon recently completed Cascade and Main Avenue streetscape projects with a focus on pedestrian-oriented design and connectivity, business/residential access and landscaping. Streetscape concepts should be unique and specific to the City of Sisters and especially the Adams Avenue corridor but may be based on existing successful mixed-use streetscapes found in communities similar to Sisters.

- Conduct a series of stakeholder and community meetings to revise and develop the corridor concepts into a final preferred conceptual design with approval from the City, and buy in from residents, property and business owners.

- Present preferred design package to Planning Commission and City Council in a public forum, receive feedback and edit as necessary.

Deliverables:

- Conceptual designs to include combination of reports draft plans, color renderings, perspectives, plan views and cross sections to a level of detail that clearly demonstrate concepts and intent.
- Public Input report: A brief summary of public input meetings including dates, attendance and results.

C. **Finalize Conceptual Design and Planning Level Cost Estimates.**

- Once a chosen design is selected by City Council, a final design package will be presented to Stakeholder Group, City Staff, Group, Planning Commission, and City Council. The final design package must include, without limitation, plan views and typical cross sections of pedestrian and bicycle improvements, drainage design, landscaping and lighting plan, parking and street improvements.

Deliverables:

- 3-D Renderings including AutoCAD and pdf electronic file types as well as plan sheets and bound reports of the final project package.
- Preliminary list of materials and quantities sufficient to prepare future construction cost estimates.

EVALUATION CRITERIA

Proposals submitted before the deadline will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to the scoring criteria listed below.

A. **Minimum Required Qualifications.** Failure to comply with one or more of the following criteria will result in rejection of the proposal:

1. At least one (1) copy of the submittal proposal must bear an original signature on the introductory letter. A duly authorized representative empowered to bind the consultant must sign the proposal.
2. The proposal must demonstrate that the proposer has all valid applicable Oregon licenses to perform the Services and identify the Oregon-licensed design professional(s) who will provide the design services.
3. The proposal must demonstrate the proposer's compliance with any insurance requirements identified in this RFP.

B. **Scoring Criteria.** All proposals from qualified firms or consultants that meet the minimum required qualifications will be evaluated on the following criteria (a total of 110 points is available for the scoring criteria):

1. **Staffing Plan (20 points).** Provide a firm overview and qualifications for providing the Services. List key team members who will be assigned to this project, their roles and responsibilities, and their qualifications and experience.
2. **Firm Qualifications (20 points).** Demonstrate ability to provide responsive services to assist City throughout the Project, based on the amount and type of staff resources available in the Project vicinity to perform the Services. Also, include your teams past performance history with City, if any. Elements to be considered include, without limitation, the following:
 - Resources available to perform the work for the duration of the Project;
 - Other on-going projects;
 - Examples of similar projects that best characterize work quality and cost control;
 - The firm's experience with local governments and public input processes;
 - Internal procedures and/or policies associated or related to work quality and cost control; and
 - Management and organization capabilities.

3. **Project Understanding and Approach (30 points)**. Demonstrate a clear and concise understanding of the Services, including, without limitation, a basic or preliminary understanding of the Project, and the methodology and course of action used to meet the goals and objectives of the Project. The basic issue is whether the firm has a clear and concise understanding of the Project (based on existing information), the major issues to address, and whether a project approach has been formulated. Elements to be considered include, without limitation, the following:

- The firm’s basic understanding of the Project as demonstrated within the firm’s proposal;
 - Provision of a clear and concise explanation of Services;
 - Demonstrate general knowledge of state and federally funded landscape projects;
- and
- Identify unique design issues and recommend timely, effective, and efficient approaches to resolve these issues.

4. **References (10 points)**. Provide references and recommendations from at least three current or former clients. References should establish the firm’s or consultant’s demonstrated ability to successfully and reliably complete similar projects.

5. **Pricing (10 points)**. Include “not-to-exceed” fees for the Services and include applicable hourly rates.

C. **Evaluation Outcome**. The outcome of the independent evaluation may, in City’s sole discretion, result in (a) notice to a proposer(s) of selection for tentative negotiation and possible award, or (b) further steps to gather more information for evaluation, which may include, without limitation, a notice of selection for interview at a later time and date.

PROPOSAL SUBMISSION REQUIREMENTS

A. **Submission**. Five (5) copies of the proposal must be received by **2:00 p.m.**, Pacific Time on **Friday, October 12, 2018**. Proposals will be opened and names of the submitting proposers will read at 4:00 p.m., Pacific Time on **Friday, October 12, 2018**. (Contents of proposals submitted will not be available for review until after City has executed a contract.) At least one (1) copy of the proposal must bear an original signature. A duly authorized representative empowered to bind the proposer must sign the proposal. All proposals must be sealed in an opaque envelope or package and must be submitted to City Recorder, Kerry Prosser, by mail or hand delivery at PO Box 39, Sisters, Oregon 97759 or at City Hall, 520 E. Cascade Avenue, Sisters, Oregon 97759. Misdelivered, late, and/or faxed submittals will be considered nonresponsive.

B. **Format for Proposals.** Please submit written proposals in compliance with the following page limitations (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum):

<u>Contents</u>	<u>Maximum Number of Pages</u>
Introductory Letter	1
Staffing Plan	2
Firm Qualifications	2
Project Understanding and Approach	4
References	1
<u>Pricing</u>	<u>1</u>
Total	11

The proposal must not exceed eleven (11) pages, excluding the cover sheet and any tabs or indexes. Proposals exceeding eleven (11) pages will be considered nonresponsive.

C. **Introductory Letter.** The letter will name the person(s) authorized to represent the consultant in any negotiations and name of the person(s) authorized to sign any contract which may result. The letter will identify insurance coverage carried by the consultant. The letter will be signed by an authorized representative of the consultant. The consultant must carry the following types and minimum coverages of insurance: (a) professional liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) general liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law; and (d) automobile liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 per aggregate. Consultants who do not carry the required insurance may not be considered.

SELECTION PROCESS

A. Proposals that do not meet the minimum required qualifications will be rejected. Proposals meeting the minimum required qualifications will be evaluated by an evaluation committee based upon the scoring criteria identified in this RFP.

B. City will appoint an evaluation committee of no fewer than three individuals to review, score, and rank each proposal. The evaluation committee may contact references provided in each proposal.

C. The evaluation committee may request interviews. Interviews will be scored on the same criteria and points as the initial submission of proposal. Upon completion of the interviews, if any, the evaluation committee will provide City the results of the scoring and ranking of each proposal (identifying the three highest-ranked proposers). If City does not cancel the RFP after it receives the results of the scoring and ranking of each proposal, City will issue a notice of intent to award and, after the expiration of any protest period, begin negotiating a contract with the highest-ranked proposer.

D. Contract negotiations with the highest-ranked proposer will be directed toward

obtaining written agreement on (a) the consultant’s performance obligations and a performance schedule, and (b) the payment methodology and a maximum, not-to-exceed contract price that is fair and reasonable to City, as determined by City, taking into account the estimated value, scope, complexity and nature of the Services. City reserves the right to negotiate and execute a final contract that is in the best interest of City.

E. If negotiations with the highest-ranked proposer fail to result in a contract, City reserves the right to formally terminate negotiations and enter into negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated.

F. City intends to enter into one or more contracts substantially in the form attached hereto as Exhibit B, with the selected consultant concerning all or specified portions of the Services. Any contract entered into by City and the selected consultant will (a) contain terms and conditions required under applicable law, and (b) be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, each contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.

ANTICIPATED SCHEDULE

RFP Issued	September 24, 2018
Requests/RFP Protest Deadline	October 5, 2018
Proposal Due Date; Opening	October 12, 2018
Review and Scoring (approx.)	October 15, 2018 – October 19, 2018
Evaluation Interviews (if needed)	October 22, 2018 – October 26, 2018
Notice of Intent to Award (approx.)	October 29, 2018
Award Protest Deadline (approx.)	November 5, 2018
Negotiations	October 29, 2018 – November 2, 2018
Contract Execution	November 14, 2018

ADDITIONAL INFORMATION

A. Subject to applicable Oregon law, all submittals will become part of the public file on this matter, without obligation to City. City will attempt to maintain the confidentiality of materials marked “Proprietary” and/or “Confidential” to the extent permitted under Oregon Public Records Law.

B. Notwithstanding anything contained in this RFP to the contrary, if in City’s best interest, City reserves the right to amend and/or revise this RFP in whole or in part, cancel this RFP, extend the submittal deadline for responses to this RFP, and/or reject any or all proposals for any reason and/or without indicating reasons for rejection. Further, City reserves the right to (a) seek clarification(s) from each proposer and/or require supplemental information for any proposer, (b) waive and/or correct any irregularities in proposals after prior notice to the proposer, and/or (c)

negotiate with alternate proposers, if initial contract negotiations are unsuccessful.

C. Proposers may submit to City questions and/or requests for additional information, including, without limitation, inquiries related to substantive portions of the RFP, questions regarding the intent of the Services, and/or questions concerning technical aspects of the Services and/or Project. All questions and/or requests must be submitted in writing either by mail or email to:

City of Sisters
Patrick Davenport/Community Development Director
P.O. Box 39
520 E. Cascade Avenue
Sisters, Oregon 97759
Telephone: (541) 323-5219 / Fax: (541) 549-0561
E-mail: pdavenport@ci.sisters.or.us

All requests for additional information must clearly reference, "Project Design Services for Adams Avenue Corridor." All questions and/or requests to change any provision, specification, or contract term must be received not later than seven (7) calendar days prior the deadline to submit proposals. Substantive questions and all responses will be made available at City's website at <https://www.ci.sisters.or.us/>. When appropriate, revisions, substitutions, and/or clarifications will be issued as official addenda to this RFP. Proposers are responsible for checking City's website at <https://www.ci.sisters.or.us/> for addenda prior to submission of their proposals.

D. In addition to all other licenses required under applicable law, the selected consultant will be required to obtain a City business license and maintain active business license status while conducting work within the City.

E. This RFP does not obligate City to award a contract and/or to procure the services described herein. Consultants responding to this RFP do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any proposal. Notwithstanding anything contained in this RFP to the contrary, City may, in City's sole discretion, cancel this RFP and enter into a contract with a consultant pursuant to OAR 137-048-0200.

F. Prospective proposers may obtain a copy of this RFP at <https://www.ci.sisters.or.us/>. Interested parties may receive a hard copy of the RFP (and related documents) at Sisters City Hall at 520 E. Cascade Avenue, Sisters, Oregon 97759.

PROTEST PROCEDURES

Proposers may submit to the Community Development Director, a written protest of the RFP, contractual terms or specifications, or contract award. To be considered, a protest must (a) identify the proposer's name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the proposer believes will remedy the conditions upon which the protest is based, (c) be signed by the proposer's authorized representative, and (d) be submitted, in writing, to the City Manager at the address(s) set forth in this RFP. Any protest of this RFP or any consultant selection must be submitted in accordance with OAR 137-048-0240. A timely-submitted protest will be resolved within a reasonable time following City's receipt of the protest.

Exhibit A
Agreement
(attached)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective on _____, 2018 (the "Effective Date") between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and _____ ("Contractor"), _____, whose address is _____.

RECITAL:

City desires to contract with Contractor to perform certain engineering and design services for the **Adams Avenue Streetscape Project**.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Contractor Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following engineering services for and on behalf of City (collectively, the "Services"): (a) those engineering and design services described in the attached Schedule 1.1; (b) those services described in Contractor's Professional Services Proposal dated _____, 2018, attached hereto as Exhibit A (the "Proposal"); and (c) any other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services set forth on the attached Schedule 1.1 and/or the Proposal. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to City's city manager and report directly to the city manager, (y) devote such time and attention to the performance of the Services as City and Contractor deem necessary or appropriate, and (z) perform the Services to the best of Contractor's ability. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule of Services. The Services will be completed expeditiously and in a timely manner. Notwithstanding anything contained in this Agreement to the contrary, all Services will be completed in accordance with the schedule of services provided on the attached Schedule 1.2. Contractor and City will routinely consult with each other to ensure effective and efficient provision of the Services and minimize expense.

1.3 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor at the hourly rates identified in the fee schedule attached as Schedule 2.1. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom) during the applicable billing period; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable hourly rate(s) for performing the Services; and (d) all other information reasonably requested by City. No compensation will be paid by City for any portion of the Services not performed. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed \$_____.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and

deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, free from errors, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) errors and omissions insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and City's Representatives (as defined below)) as an additional insured(s), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders,

restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. To the fullest extent permitted by the Laws, Contractor will defend, indemnify, and hold City, and each present and future City employee, officer, agent, and representative (collectively, "City's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor (and/or Contractor's officers, partners, employees, agents, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city manager of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by

City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, financial, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the completion of the Services (which in no event will be later than _____, 20) unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

5.2 Termination by Mutual Agreement or City's Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving Contractor thirty (30) days' prior written notice of such termination to Contractor.

5.3 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (c) continuous or repeated problems occur in connection with the performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.4 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

5.5 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Disputes Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally

recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:
City of Sisters,
an Oregon municipal corporation

CONTRACTOR:

By:
Its:

By:
Its:

Schedule 1.1
Services

[attached]

Schedule 1.2
Schedule

[attached]

Schedule 2.1
Fee Schedule

[attached]

Exhibit A
Proposal

[attached]

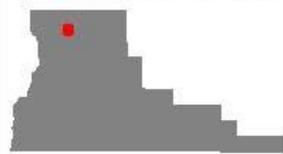
ATTACHMENT 1: PROJECT AREA MAPS

Adams Avenue Streetscape Design

Project Vicinity



Deschutes County GIS. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





**ATTACHMENT 2 PHOTOS-
EXISTING CONDITIONS**



EXISTING CONDITIONS



EXISTING CONDITIONS



EXISTING CONDITIONS