

REQUEST FOR PROPOSAL

City of Veneta

Landscape Architect of Record



Veneta, Oregon

REQUEST FOR PROPOSALS

Pursuant to City Public Contracting Rule (City Rule) 137-048-0220, City of Veneta (City) is conducting a formal selection process for one or more individual consultants to provide park, city facility, and Landscape Architect of Record services as independent contractors to the City. Refer to RFP Documents for additional project submittal requirements at www.venetaoregon.gov/bids

The full Request for Proposals may be obtained from, and questions posed to:

Kyle Schauer
Public Works Director
City of Veneta
88184 8th Street
PO Box 458
Veneta, OR 97487
(541) 935-2191
kschauer@venetaoregon.gov

Proposals will be received by the City until 4:00 p.m. on November 12, 2025. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "**Confidential: City of Veneta Landscape Architect of Record Proposal**" to Kyle Schauer, Public Works Director at the above address. Faxed and emailed proposals will be rejected as non-responsive.

I. GENERAL INFORMATION

A. INTRODUCTION

Pursuant to City of Veneta (City) Public Contracting Rule (City Rule) 137-048-0220, the City is soliciting proposals for one or more Landscape Architect of Record (hereinafter collectively referred to as "Landscape Architect of Record") to provide on call, as needed, professional landscape architectural, planning and related services for City facilities and parks as independent contractors to the City. Services typically conducted by the City Landscape Architects of Record include, but are not necessarily limited to, the items listed in Article I.D of this RFP. Expertise is required for landscape architectural design, construction administration, project management, site development, compliance with local regulations, cost estimating, solicitation services, and thorough understanding of municipal landscape architectural and landscaping practices to effectively manage and oversee public infrastructure projects.

Expertise is required in the planning and design of public open spaces, urban plazas, streetscapes, greenways, trails, and park systems. Applicants should demonstrate strong proficiency in sustainable site design, planting design, stormwater management, grading and drainage, irrigation planning, and preparation of construction documents for outdoor environments. Familiarity with ADA compliance in public outdoor spaces, CPTED principles, native and climate-adapted vegetation, and experience coordinating with civil engineers, architects, and community stakeholders is essential. A strong understanding of Oregon land use regulations, municipal code, and public bidding processes is highly desirable. A thorough understanding of municipal landscaping practices is required to effectively manage and oversee public infrastructure projects.

Services may include supervising or reviewing city-prepared plans to ensure compliance with relevant design standards or licensure laws.

Proposers shall be licensed to practice in the State of Oregon and be members in good standing with the Oregon State Landscape Architect Board (OSLAB), as applicable. The City will consider proposals from landscape architectural firms as well as individual landscape architects.

B. BACKGROUND

Veneta was incorporated in 1912. The current population is approximately 5,214. The City is a small town located 12 miles west of the Eugene-Springfield metropolitan area in the Willamette Valley. The City Council consists of the Mayor, and four councilors elected from the City at large. The selected consultant will work under the direction of the City Administrator or his designee.

The Public Works Department provides maintenance for City Parks, and general City-owned buildings. The City owns and maintains eight (8) buildings. The City owns or maintains nine (9) parks and recreational facilities, including a sports complex, a community pool, a community center, pickleball and basketball courts, picnic areas, playgrounds, and specialty facilities such as dog parks, skate parks, and public restrooms.

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

• RFP Advertised	Week of October 6, 2025 (Oct. 8 th)
• Proposal Due Date	Wednesday, November 12, 2025
• Initial Evaluation Scores Announced	Wednesday, November 19, 2025
• Invited Price Information Deadline	Wednesday, December 3, 2025
• Selection Committee Evaluation	Week of December 8, 2025
• Interviews (if conducted)	Week of December 15, 2025
• Contract Approval	Wednesday, January 7, 2026
• Commencement of Contract	Wednesday, January 14, 2026

D. SCOPE OF SERVICES

The following statement of work describes the on-going services that the landscape architectural firm(s) shall provide to the City. These services will be assigned on an as-needed basis, via individual task orders. (See, Exhibit B to the Contract attached to this RFP as Addendum A.) The City will compensate a Landscape Architect of Record for general landscape architectural services based on standard hourly rates and a fee schedule, up to the maximum set in the issued task order. During the performance of any task order, the Landscape Architect of Record will be available on a daily basis for consultation.

Standard Landscape Architectural Services

The following statement of work describes typical on-going services that awardees may be asked to provide to Veneta. Once contracts are awarded and executed, services will be assigned on an as-needed basis, via individual task orders in the form attached as Exhibit B to the Contract (attached as Addendum A). The City will compensate the City Landscape Architect of Record for landscape architectural services based on standard hourly rates and a fee schedule. During the course of any task order, a Landscape Architect of Record is expected to be available on a daily basis for consultation.

General Services

1. Review landscape architectural drawings for public facility improvement projects and make recommendations of compliance with City's Design Standards.
2. Make recommendations for potential improvements to landscape designs.

3. Prepare landscape architectural drawings and specifications for public facility renovation projects.

Improvement Project Services

1. Preparation of plans and specifications ready for a call for bids.
2. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
3. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
4. Preparation and submittal of proposed contract change orders.
5. Preparation of monthly progress payments to the Contractor.
6. Final review of the project by the Landscape Architect.
7. Final acceptance of the project by the Landscape Architect and recommendations accordingly to the City.
8. Submission to the City of final quantities and costs.
9. Furnish a set of "record" Digital files, reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.

Special Services

1. Work with City to evaluate potential for major renovations to city owned properties and advise or assist as required.
2. Evaluate at the City of Veneta's request modifications or new construction proposals by other developers/landscape architects.

For special projects, the Landscape Architect of Record shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule, and cost proposal.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

One original and five copies of each proposal, along with an electronic version on a thumb drive, are to be received at City Hall by **4:00 p.m. on November 12, 2025**. Emailed, faxed, or electronic only proposals will be rejected as non-responsive. Any late proposals cannot be considered and will be returned unopened. Send or deliver the proposals to:

Kyle Schauer, Public Works Director
City of Veneta
88184 8th Street
PO Box 458
Veneta, OR 97487

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Kyle Schauer
Public Works Director
City of Veneta
88184 8th Street
PO Box 458
Veneta, OR 97487
(541) 935-2191
kschauer@venetaoregon.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP; and 8) award to one or more qualified proposer(s).

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-048-0240.

E. PROPOSAL CONTENTS

1. Proposal Submittal.

Proposals shall be limited to no more than 15 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:

- Name and qualifications of the individual who will serve as the Landscape Architect of Record.
- The names of professional persons who will assist the Landscape Architect of Record in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving comparable size cities.
- Specifically address proposer's familiarity with laws and regulations governing park systems, including operations, construction and maintenance of the City's current system.
- Description of proposer's expertise in one or more of the following areas:
 - Design of public facilities in a manner that reflects civic importance and creates a sense of place and community.
 - Design of public recreational facilities, including trails.
 - Design of pedestrian and bicycle facilities.
 - Design of street tree, landscaping, and lighting plans.
 - Design of public plazas.
 - Design of outdoor dining or other business uses of public right-of-way typical of downtown areas.
 - Cost estimating and value engineering/management.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance of \$2 million professional liability insurance and \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- Confirmation that the proposer is a landscape architect licensed to work in the State of Oregon.
- A discussion of proposer's use of local resources and community involvement.

2. Price Information.

A Proposer may be requested by the City to provide pricing policies, rates and other cost information (collectively, Price Information). Price Information shall not be submitted as part of a proposal, but shall be submitted only when requested by City. Proposers should refer to Section III.B for information on Price Information and associated evaluation procedures.

F. PUBLIC RECORDS

All proposals submitted are the property of the City, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City has awarded and executed a Landscape Architect of Record Contract. Thereafter, except for information marked "Proprietary," all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A landscape architect licensed to work in the State of Oregon.
- Ability to provide the landscape architectural work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired landscape architectural services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Landscape Architectural Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
<hr/>	
Phase I:	
1) Specialized experience in the type of work to be performed, specifically including work for a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by proposer to perform these services.	(40)
3) Past experience of proposer and project team members	(30)

with relevant county, state, and federal regulatory and funding agencies.	
4) Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(20)
5) Familiarity with the City and City locale.	(20)
6) Distance from City.	(20)
7) Availability and capability to perform the landscape architectural services described in this RFP on an ongoing basis.	(35)
8) References	(15)
9) Interview (If conducted)	(25)

SUBTOTAL: 255 Points

Phase II:

Price Information. (45)

Maximum Total Points 300

C. SELECTION

The City is using a qualification-based selection (QBS) process, which includes consideration of price information, as allowed for contracts anticipated to exceed \$100,000 pursuant to ORS 279C.110(5). Phase I will consist of an initial evaluation of all proposers and selection of up to three (3) of the most qualified candidates will be made without regard to the price of the services. If the City does not cancel this RFP, after selecting up to three (3) of the most qualified candidates, the City may request Price Information for those top-ranked Proposers, based upon the total score from the initial evaluation.

The City will conduct a Phase II Evaluation, as follows:

1. The submittal requirements for the price of the Phase II only apply to a Proposer that receives a request for Price Information following the City's evaluation and scoring of Proposals from Phase I.
2. The Price Information may receive up to a maximum of 45 points, giving it a weight of 15 percent in the total evaluation of each Phase II Proposer.
3. If requested to provide Price Information, a Proposer must submit the Price Information to the City within five (5) business days of the date of the City's

request. The City may disqualify a Proposer for a late submission of the Price Information.

4. Pursuant to ORS 279C.110(5)(c)(A), the Price Information shall consist of a schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services required for Project, in the form of an offer that is irrevocable for not less than ninety (90) days after the date of the proposal; and
5. Pursuant to ORS 279C.110(5)(c)(B), the City requests the Price Information also include:
 - a. A list of each individual or labor classification that will perform each Project task, together with the hourly rate that applies to the individual or labor classification; and
 - b. A list of expenses, including travel expenses, that the Proposer expects to incur in connection with completing professional services.
6. A Phase II Proposer requested to provide Price Information may withdraw from consideration for this RFP if the Proposer does not wish to provide a price proposal.
7. The City may interview any Phase II Proposer, but it is not required to interview all Proposers. In an interview the Proposer may be allowed to expand upon information contained in the pricing proposal.

The evaluation committee will consist of three (3) members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may either recommend one or more firms to be appointed as Landscape Architects of Record or the committee may recommend up to three (3) firms with specialized expertise to be interviewed by the City Council.

If the City does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest-ranking candidates. The City shall direct negotiations toward obtaining written agreement on the Landscape Architects' performance obligations, fees, rates, and a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and each selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with that selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation

process may continue in this manner through successive candidates until one or more agreements are reached or the City terminates this RFP.

It is the desire of the City to have one or more new landscape architect of record contracts in place no later than Wednesday, January 14, 2026.

D. CONTRACT

The City desires to enter into one or more professional services agreement(s) in the form attached, which together will include all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer(s) are expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on an hourly basis and reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

The City plans to enter into one or more three (3) year agreements, as needed, which thereafter may individually be extended upon written consent of both parties for up to two (2) additional two (2) year terms.

The agreement requires that awardees will comply with all applicable federal and state laws, rules and regulations.

**Veneta is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons
are encouraged to apply**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**

Addendum A: Landscape Architect of Record Contract

CITY OF VENETA CITY LANDSCAPE ARCHITECT OF RECORD CONTRACT

This Contract is by and between the City of Veneta ("City") and _____ ("Landscape Architect") for the performance of landscape architectural services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from qualified landscape architectural firms pursuant to City Public Contracting Rules Division 48.

Landscape architect submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified landscape architect, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded this contract to Landscape Architect.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work
Exhibit B – Task Order Form
Exhibit C – Oregon Personal Services Public Contracting Code Requirements
Exhibit D – Request for Proposal
Exhibit E – Landscape Architect's Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, C, A, D, then Exhibit E, in that order.

C. CONTRACT

1. Term and Authorization to Proceed

- 1.1 The term of this Contract shall be from its execution to _____, 20____, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional one (1) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Landscape Architect's schedule of charges attached within Exhibit E to this Contract. Such extension(s) will consider adjustment to Landscape Architect's schedule of charges, attached within Exhibit D to this Contract.
- 1.2 Execution of this Contract by the parties authorizes Landscape Architect to proceed with the work under the provisions of this Contract, upon issuance of one or more written task work orders by City.

2. Scope of Work

- 2.1 Landscape Architect shall provide all services and deliver all materials as specified in the attached Exhibits A through E, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract.

2.2 Landscape Architect will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.

2.3 Task Orders. Task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Agreement. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and total compensation that reflects an identified payment methodology, the rates set in Exhibit E, hours, and includes any reimbursables. Task orders that do not meet these requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request Work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work.

Landscape Architect shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Landscape Architect shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Landscape Architect performed that Work.

Landscape Architect shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

3. Compensation

3.1 Compensation. For the services described and performed by Landscape Architect, the City agrees to pay, and the Landscape Architect agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices.

- a. Invoices for services of Landscape Architect shall be billed to the City on a time and materials basis in summary form, itemized by projects and/or Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.
- b. Landscape Architect will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Landscape Architect's invoice and within ten (10) days of receipt notify Landscape Architect in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Landscape Architect for services and expenses within thirty (30) days of the date on Landscape Architect's invoice therefore, late fees will be added to amounts due Landscape Architect at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Landscape Architect may, after giving seven (7) days written notice to City, suspend services under this Contract until Landscape Architect has been

paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Landscape Architect Is an Independent Contractor

- 4.1 Landscape Architect shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Landscape Architect's completed work, City cannot and will not control the means and manner of Landscape Architect's performance. Landscape Architect is responsible for determining the appropriate means and manner of performing work.
- 4.2 Landscape Architect is responsible for all federal and state taxes applicable to compensation and payment paid to Landscape Architect under this Contract and will not have any amounts withheld by City to cover Landscape Architect's tax obligations.
- 4.3 Landscape Architect is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Landscape Architect shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Matt Michel
City Administrator
City of Veneta
88184 8th Street
P.O. Box 458
Veneta, OR 97487
Phone: (541) 935-2191
Fax: (541) 935-2121
mmichel@venetaoregon.gov

Landscape Architect: _____

Phone: _____
Fax: _____

6. Indemnification

Landscape Architect shall indemnify, hold harmless, and defend the City and its representatives, officers, councilors, and employees from and for any loss, claim, or tort brought by third parties, including legal fees and costs of defending actions or suits, resulting directly or indirectly from the negligent performance, omission, or fault of Landscape Architect and its employees, representatives, and subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Landscape Architect, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Notwithstanding the foregoing, the Landscape Architect has no duty to defend the City against a claim for professional negligence relating to the professional services Landscape Architect provided under this Agreement, except to the extent that the Landscape Architect's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and subject to the proportionate fault limitation, above.

Landscape Architect's obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Comprehensive general liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$2,000,000 – each occurrence (bodily injury, property damage liability, personal/ advertising injury, products and completed operations coverage and contractual liability coverage for the indemnity provided under the Contract)
\$4,000,000 – general aggregate

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident, including coverage for all owned, hired, or non-owned vehicles, as applicable. (Proof of coverage will be attached to this Contract).
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- d. Professional Liability (Errors and Omissions) insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence and a \$4,000,000 aggregate. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
- e. Umbrella Excess Liability: Excess umbrella liability insurance shall not be less than \$5,000,000 per occurrence and shall be at least as broad and apply in excess and follow form of the primary liability coverages required hereinabove in the amount of. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.
- f.. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.
- 7.7 Landscape Architect shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Landscape Architect shall furnish City with executed copies of such policies of insurance. Landscape Architect shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Landscape Architect, its subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Landscape Architect warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Landscape Architect shall indemnify City for any liability incurred by City as a result of Landscape Architect's breach of the warranty under this Section.

9. Hours of Employment

Landscape Architect shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Landscape Architect may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may not be withheld in City's sole discretion. Landscape Architect may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Landscape Architect's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment

or subcontract, Landscape Architect shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Landscape Architect shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

- 12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Landscape Architect and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Landscape Architect, and it is agreed by the parties that such documents are works made for hire. Landscape Architect hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any landscape architectural documents furnished to City by Landscape Architect, without Landscape Architect's involvement or consent, then Landscape Architect shall not be responsible for the materials.
- 12.2 Intellectual Property.
 - a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Landscape Architect shall execute any assignment or other documents necessary to give effect to this Section. Landscape Architect will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
 - b. Landscape Architect shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Landscape Architect prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
 - c. City will retain a nonexclusive right to utilize documents and materials provided to City by Landscape Architect which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Landscape Architect.

13. Termination or Suspension for Convenience

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Landscape Architect.
- 13.3 Upon termination under this Section, Landscape Architect shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted Landscape before termination less previous amounts paid and any claim(s) City has against Landscape Architect. Only if previously approved in writing by City will City pay Landscape Architect's reasonable costs actually incurred in the orderly closing out of

specific work tasks or projects underway under this Contract. Pursuant to this Section, Landscape Architect shall submit an itemized invoice for all unreimbursed Contract work completed before termination and any previously approved Contract closeout costs actually incurred by Landscape Architect. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Landscape Architect can show good cause beyond its control for the delay.

14. Termination or Suspension for Cause

14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Landscape Architect, or at such later date as may be established by City, under any of the following conditions:

- a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- c. If any license or certificate required by law or regulation to be held by Landscape Architect to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

15.1 If the City fails to perform in the manner called for in this Contract or if the City fails to comply with any other provisions of the Contract, the Landscape Architect may terminate this Contract for default after giving the City the notice and opportunity to cure required by this Section. Prior to termination for default, Landscape Architect must give City written notice of the breach and of Landscape Architect's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Landscape Architect may terminate the Contract at any time thereafter by giving a written notice of termination.

15.2 If Landscape Architect fails to perform in the manner called for in this Contract or if Landscape Architect fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Landscape Architect setting forth the manner in which Landscape Architect is in default. Landscape Architect shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Landscape Architect shall be entitled to payment in accordance with the terms under Section 13.3.

16. Remedies

In the event of termination or breach of this Contract the parties shall have the following remedies:

16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the

event that the City determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, the City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Landscape Architect agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Landscape Architect is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Landscape Architect and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under Section 15 by City due to a breach by Landscape Architect, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Landscape Architect shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Landscape Architect, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Landscape Architect's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Landscape Architect is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Landscape Architect shall immediately cease all activities related to the services and work under this Contract. As directed by City, Landscape Architect shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Landscape Architect shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Landscape Architect that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LANDSCAPE ARCHITECT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Landscape Architect shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Landscape Architect expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Landscape Architect's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Landscape Architect, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Landscape Architect shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources; Standard or Care

By execution of this Contract, Landscape Architect agrees that:

- 20.1. Landscape Architect is an experienced landscape architectural firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract and to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2. Landscape Architect has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Landscape Architect is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Landscape Architect shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.
- 20.4. City selected Landscape Architect for award of this Agreement because of the special qualifications of Landscape Architect's key personnel identified in Exhibit D (Key Personnel). Landscape Architect must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Landscape Architect requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

21. Drawings, Specifications and Other Documents

Landscape Architect hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- 1) "structurally sound" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

22. Errors and Omissions

Landscape Architect shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Landscape Architect shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Landscape Architect or its subconsultants. Landscape Architect further agrees to assist City in resolving problems relating to any project designs or specified materials. Landscape Architect's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

23. Contract Performance

Landscape Architect and City shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Landscape Architect shall not be liable for delays that are beyond Landscape Architect's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Landscape Architect's warranties or a default or defect in performance by Landscape Architect or City that has not been cured. Landscape Architect agrees that time is of the essence under this Contract.

24. Access to Records

- 24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Landscape Architect's books, documents, papers, and records that are pertinent to this Contract.
- 24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Landscape Architect shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Landscape Architect shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

- 25.1 Landscape Architect represents and warrants to City that:
 - 25.1.1 Landscape Architect has the power and authority to enter into and perform this Contract;
 - 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Landscape Architect enforceable in accordance with its terms;
 - 25.1.3 Landscape Architect shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and
 - 25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. Conflicts of Interest.

Landscape Architect agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

27. City Obligations

- 27.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and Task Orders. With regard to subcontractor liens, City shall furnish to Landscape Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for Landscape Architect to evaluate, give notice of, or enforce lien.
- 27.2 City shall establish and update, if necessary, overall project budgets, including architectural and construction costs.
- 27.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Landscape Architect, reasonably required by the scope of a project, and agreed to by City.
- 27.4 City shall furnish all testing as required by law or the Contract documents.
- 27.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Landscape Architect has performed requisite project management and oversight duties.
- 27.6 City shall provide prompt written notice to Landscape Architect if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Landscape Architect's design or performance under the Contract.
- 27.7 City shall pay Landscape Architect in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Landscape Architect's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 27.8 City shall report the total amount of all payments to Landscape Architect, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 27.9 City shall guarantee access to, and make all provisions for Landscape Architect to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 27.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Landscape Architect to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

28. Arbitration

- 28.1 All claims, disputes, and other matters in question between the City and Landscape Architect arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lane County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

28.2 A claim by Landscape Architect arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Landscape Architect may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Landscape Architect.

28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

29. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Landscape Architect pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

30. Attorney Fees

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, 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 applicable costs and disbursements. Further, if it becomes necessary for City to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Landscape Architect agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

31. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

32. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Landscape Architect shall not be liable for any consequential damages under this Contract.

33. Foreign Contractor

If Landscape Architect is not domiciled in or registered to do business in the State of Oregon, Landscape Architect shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Landscape Architect shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

34. Confidentiality

Landscape Architect shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Landscape Architect from establishing a claim or defense in an adjudicatory proceeding. Landscape Architect shall require similar agreements from City's and/or Landscape Architect's subconsultants to maintain the confidentiality of information of City.

35. Force Majeure

Landscape Architect shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such 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.

36. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Landscape Architect of the same or any other provision. City's consent to or approval of any act by Landscape Architect requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Landscape Architect, whether or not similar to the act so consented to or approved.

37. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

38. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

39. Survival

All rights and obligations shall cease upon termination or expiration of this Contract except for the rights and obligations set forth in Section 6, "Indemnification"; Section 12, "Ownership of Work Documents"; Section 13, "Termination or Suspension for Convenience"; Section 14, "Termination or Suspension for Cause"; Section 15, "Termination for Default"; Section 18, "Governing Law;

Jurisdiction; Venue"; Section 20, "Experience, Capabilities and Resources; Section 21, "Drawings, Specifications and Other Documents"; Section 22, "Errors and Omissions"; Section 24, "Access to Records"; Section 32, "Limitation of Liabilities"; Section 34, "Confidentiality"; and Section 39, "Survival."

40. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

41. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

CITY OF VENETA By: _____ Name: Matt Michel Title: City Administrator Date: _____	ARCHITECT By: _____ Name: _____ Title: _____ Date: _____
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Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ARCHITECT

A. Services shall be provided pursuant to City work task requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Landscape Architect shall furnish will generally consist of, but not be limited to, the following itemized services:

1. Review landscape architectural drawings for public facility improvement projects and make recommendations of compliance with City's Commercial Design Standards.
2. Make recommendations for potential improvements to designs.
3. Prepare landscape architectural drawings and specifications for public facility renovation projects.
4. Prepare landscape architectural drawings and specifications for small renovation projects to City Hall and other City owned buildings.

B. Basic landscape architectural services. When authorized by the City, Landscape Architect will provide landscape architectural services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:

1. Preparation of plans and specifications ready for a call for bids.
2. Provide cost estimates for proposed work.
3. Tabulation of bids at bid opening, report same to the City, and assist in awarding Contracts for Construction.
4. General observation of the work by observation trips to the job site on a periodic basis, as agreed with the City.
5. Preparation and submittal of proposed contract change orders.
6. Preparation of monthly progress payments to the Contractor.
7. Final review of the project by the Landscape Architect.
8. Final acceptance of the project by the Landscape Architect and recommendations accordingly to the City.
9. Submission to the City of final quantities and costs.
10. Furnish a set of "record" Digital files, or other mutually agreed format suitable for long term preservation and storage.

C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:

1. Work with City to evaluate potential for major renovations to city owned properties and advise or assist as required.
2. Evaluate at the city of Veneta's request modifications or new construction proposals by other developers/landscape architects for city approval or rejection.
3. Attending City Council or other public meetings.

Exhibit B
Task Order Form

Task Order No. __

City of Veneta

Landscape Architect Work

Dated: _____

In accordance with the City Landscape Architect of Record Contract entered into between City of Veneta (City) and _____ (Landscape Architect), dated _____, 20__ (Contract), Landscape Architect is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.

SCOPE OF WORK

The scope of work includes: _____, as further outlined in Exhibit A to this Task Order.

BUDGET

The costs for Landscape Architect's services as defined herein, including reimbursables, shall not exceed \$_____.

COMPENSATION

Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and the Landscape Architect's Schedule of Rate and Charges attached to the Contract as Exhibit E.

In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Landscape Architect shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.

SCHEDULE

Work shall be initiated immediately upon issuance of this Task Order and the draft plan shall be completed within ____ days of issuance.

TERMS AND CONDITIONS

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.

CITY OF VENETA

By: _____
Name: Matt Michel
Title: City Administrator
Date: _____

LANDSCAPE ARCHITECT

By: _____
Name: _____
Title: _____
Date: _____

Exhibit C

**PUBLIC CONTRACTING CODE
REQUIREMENTS
for ORS 279C Personal Service Contract**

- (1) Landscape Architect 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 Subconsultant. ORS 279B.220(1).
- (2) Landscape Architect shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Landscape Architect or Subconsultant incurred in the performance of the contract. ORS 279B.220(2).
- (3) Landscape Architect shall not permit any lien or claim to be filed or prosecuted against City 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) Landscape Architect and any Subconsultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Landscape Architect agrees that if Landscape Architect fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Landscape Architect or a Subconsultant by any person in connection with the contract as such claim becomes due, City 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 Landscape Architect by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Landscape Architect or his surety from his or its obligation with respect to any unpaid claim. If City is unable to determine the validity of any claim for labor or material furnished, City may withhold from any current payment due Landscape Architect an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Landscape Architect 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 Landscape Architect, of all sums which the Landscape Architect agrees to pay for such services and all monies and sums which the Landscape Architect 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 Landscape Architect are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Landscape Architect 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 Landscape Architect 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 Landscape Architect or any Subconsultant in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Landscape Architect 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) Landscape Architect 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. Landscape Architect certifies it will continue to comply with all such tax laws during the term of this contract. Landscape Architect'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) Landscape Architect 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 subconsultants. ORS 279A.110.
- (14) Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
- (15) As used in this section, "nonresident contractor" means a contractor 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 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.

Exhibit D
Request for Proposal

Exhibit E

Landscape Architect's Proposal and Schedule of Rates and Charges