

# DESCHUTES PUBLIC LIBRARY PERSONAL SERVICES CONTRACT

This Contract is by and between Deschutes Public Library (District) and \_\_\_\_\_ (Consultant) for the performance of professional consultant services required to create District's Facilities Capital Plan, (collectively, the "Project").

## A. RECITALS

District directly awarded this Contract to Consultant as the most highly qualified Consultant, best suited to meet the District's needs, and as the Contract amount will not exceed \$\_\_\_\_\_, per District Public Contracting Rule\_\_\_\_\_.

## B. CONTRACT EXHIBITS

The following exhibits are incorporated into this Contract by reference:

Exhibit A – Scope of Work

Exhibit B – Oregon Public Contracting Code Requirements (279C)

In the event of a conflict, the terms of this Contract shall govern, followed by Exhibits A and B, in that order.

## C. CONTRACT

### 1. Term

The term of this Contract shall be from its execution to Project completion on or before \_\_\_\_\_, 20\_\_.

### 2. Scope of Work

Consultant shall provide all services and deliver all materials as specified in the attached Exhibit A, which is hereby incorporated into the Contract by this reference. All services and materials shall be provided by Consultant in accordance with the Exhibits in a competent and professional manner.

Changes to the Contract shall be made only by a written Change Order. No change in the work or any extra work shall be performed prior to written approval of the Change Order by District. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time. The price included on any Change Order shall be inclusive of all estimated costs, both direct and indirect, relating to the change in work. Further, the Change Order shall provide a detailed basis for substantiating any monetary and/or work changes. If monetary changes are made, the Change Order shall contain a maximum not to exceed amount.

For the purposes of this Contract, "Change Order" means a written order signed by the Consultant and District authorizing a change in the work and/or an adjustment in the price, deliverable due dates, substantial completion date, or final completion date.

### 3. Compensation

Consultant shall complete its scope of work as defined in Exhibit A for a total not to exceed amount of \_\_\_\_\_ (\$\_\_\_\_\_), including reimbursable expenses. Reimbursable expenses shall be itemized and include expenses incurred by Consultant in the interest of the

Project for: 1) Long distance communications; 2) Reproductions, presentations and work session handouts or other materials; 3) Postage and handling of documents; and 4) Expense of overtime work requiring higher than regular rates, if authorized by District.

Payments shall be based upon monthly invoices which Consultant shall submit to the District, detailing the previous months' fees, costs and percentage of the Project completed at that time. Upon request, Consultant will provide the District representative with documents, records, and draft plans evidencing the progress made on the Project to date. Consultant shall send invoices to District's representative at District's address set forth in Section 6. In the event of non-payment due to a fee dispute between the parties, Consultant shall continue to provide Contract services to District.

Consultant will only be paid by District for work actually completed and invoiced as described in this section. If Consultant completes the Project and has not invoiced District for the total amount of this Contract provided above, Consultant will not be entitled to receive as payment from District the difference between what has already been paid and not to exceed amount provided in this section. In other words, the not to exceed amount is used as a limit, not an amount to which Consultant is entitled.

**4. Consultant Is an Independent Consultant**

Consultant shall be an independent Consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While District reserves the right to set the schedule and evaluate the quality of the completed work, District cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing work. Consultant is responsible for all federal and state taxes applicable to compensation and payment paid to Consultant under the Contract and will not have any amounts withheld by District to cover Consultant's tax obligations. Consultant is not eligible for any District fringe benefit plans.

**5. Consultants**

District's contact on this Project is Todd Dunkelberg, Director, for District. Personal services firm's Consultant is \_\_\_\_\_. Consultant shall remove any individual or subcontractor from the Project if so directed by District in writing following discussion with Consultant, provided that Consultant shall, with District's approval, have a reasonable time period within which to find a suitable replacement.

**6. 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:

Deschutes Public Library  
Todd Dunkelberg, Director  
Administrative Office  
507 NW Wall St.,  
Bend, OR 97703  
Phone: 541-312-1021  
Email: toddd@deschuteslibrary.org

\_\_\_\_\_, Consultant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**7. Indemnification**

Consultant shall indemnify, hold harmless, and defend District and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Consultant's negligent performance and/or fault of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Consultant shall defend District from claims covered under this section at Consultant's sole cost and expense until such time as: (1) an arbitration panel or a court of competent jurisdiction determines that District is liable in whole or in part for the loss or claim caused by District's negligence; or (2) District and Consultant mutually agree to allocate the liability.

Consultant's indemnification obligations under this Section 7 shall survive the expiration or earlier termination of this Contract.

**8. Insurance Requirements**

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

- |     |  |  |
|-----|--|--|
| 8.1 | Professional Liability for Consultant -- | \$1,000,000 per occurrence<br>\$2,000,000 in the aggregate |
| 8.2 | Workers' Compensation insurance --       | \$500,000  |

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

**9. Hours of Employment**

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

**10. Assignment**

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

**11. Labor and Material**

Consultant 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 District other than the compensation provided in this Contract.

**12. Ownership of Work and Documents**

All work performed by Consultant and compensated by District pursuant to this Contract shall be the property of District upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to District all rights of reproduction and the copyright to all such documents. However, in the event District reuses or modifies any materials furnished to District by Consultant, without Consultant's involvement or consent, then Consultant shall not be responsible for the materials.

**13. Termination for Convenience**

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, District may terminate all or part of this Contract upon determining that termination is in the best interest of District by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant.

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

**14. Termination for Cause**

District may terminate this Contract effective upon delivery of written notice to Consultant, or at such later date as may be established by District, under any of the following conditions:

14.1 If District 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.

14.2 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.

14.3 If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

**15. Termination for Default**

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

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

## **16. Remedies**

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

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

## **17. Nondiscrimination**

During the term of this Contract, Consultant 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 District and Consultant 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 Deschutes 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. CONSULTANT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of District's protection under the Oregon Tort Claims Act.

**19. Compliance with Laws and Regulations**

Consultant 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, Consultant expressly agrees to comply with: (i) ORS 659A.425; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) District's performance under this Contract is conditioned upon Consultant's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Consultant, its subcontractors 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. Consultant shall adhere to all safety standards and regulations established by District for work performed on its premises or under its auspices.

**20. Experience, Capabilities and Resources**

By execution of this Contract, the Consultant agrees that:

- 20.1 Consultant is an experienced facilities capital planning firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2 Consultant has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3 Consultant is familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project, and that all drawings, specifications, and other documents prepared by Consultant 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.

**21. Contract Performance**

Consultant shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. All work for the Project shall be completed no later than \_\_\_\_\_, 201\_\_.

Consultant shall not be liable for delays that are beyond Consultant's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Consultant's warranties or a default or defect in performance by Consultant that has not been cured. Consultant agrees that time is of the essence under this Contract.

**22. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, District, and its duly authorized representatives shall have access to Consultant's books, documents, papers, and records that are pertinent to this Contract. If for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide full access to these records to District, and its duly authorized representatives in preparation for and during litigation.

**23. Representations and Warranties**

Consultant represents and warrants to District that: (1) Consultant has the power and authority to enter into and perform this Contract; (2) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (3) Consultant 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 (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. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## **24. District Obligations**

- 24.1 District shall provide full information in a timely manner regarding requirements for and limitations on the Project. With regard to subcontractor liens, District shall furnish to Consultant, within fifteen (15) days after receipt of a written request, information necessary and relevant for Consultant to evaluate, give notice of, or enforce lien.
- 24.2 District shall establish and update, if necessary, an overall Project budget, including personal services and construction costs.
- 24.3 District shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Consultant, reasonably required by the scope of the Project, and agreed to by District.
- 24.4 District shall furnish all testing as required by law or the contract documents.
- 24.5 District shall furnish all legal accounting, auditing and insurance services as necessary for the Project to meet the District's needs and interests, after Consultant has performed requisite Project management and oversight duties.
- 24.6 District shall provide prompt written notice to Consultant if District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in Consultant's design or performance under this Contract.
- 24.7 District shall pay the sum of up to \_\_\_\_\_ (\$\_\_\_\_\_), in accordance with Section 3 of this Contract, to Consultant in monthly installments made upon Consultant's submission of monthly invoices, and satisfactory progress and performance made in accordance with the Scope of Work. Payments shall reflect the progress made on the Project to date, on a pro rata basis.
- 24.8 District shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 24.9 District shall guarantee access to, and make all provisions for Consultant to enter upon public and private property necessary for performance of the Scope of Work over which District exercises control.

## **25. Arbitration**

All claims, disputes, and other matters in question between the District and Consultant arising out of, or relating to the contract documents, 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 District's sole discretion, in accordance the Oregon 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 Deschutes County Circuit Court will establish rules to govern

the arbitration. The District shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

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

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 District, 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, reject arbitration and require the other party to proceed through the courts for relief. If arbitration is followed, 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 will not be subject to modifications or appeal except to the extent permitted by Oregon law.

**26. Joinder**

Notwithstanding any contrary language in other documents or agreements related to services provided by Consultant 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 to those claims, disputes, and other matters subject to litigation or arbitration.

**27. 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 applicable costs and disbursements. Further, if it becomes necessary for District to retain the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay District's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

**28. 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.



**29. Limitation of Liabilities**

District 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. Consultant shall not be liable for any consequential damages under this Contract.

**30. Foreign Consultant**

If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant 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. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

**31. Confidentiality**

Consultant shall maintain the confidentiality of any of District'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 Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from Consultant's subcontractors to maintain the confidentiality of information of District.

**32. Force Majeure**

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

**33. Waivers**

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

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Consultant certifies under penalty of perjury that Consultant is, to the best of Consultant's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

DESCHUTES PUBLIC LIBRARY

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

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

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

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

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

## **Exhibit A**

### **Scope of Work**

#### **Scope of Services**

The project consultant will work with the library's management team to design a process that will result in a plan with the following elements.

#### **1 Existing Facilities Review**

Existing library facilities (both owned and leased) shall be evaluated to assess each location's use, the needs of the community, and potential opportunities. The review should determine whether or not existing buildings should be expanded, renovated or re-sited, how much square footage should be added and the estimated cost of those improvements. Consideration shall be given to the population served, staff and public space needs, parking, pedestrian/vehicle patterns, access to transit, location, and present and future technology needs. Other factors to consider when assessing each facility will include the following:

- verification of current building assessments and future maintenance needs
- electrical and IT infrastructure capacity
- security needs
- shelving and collections
- digital display signage
- service desk configuration
- use of building: visit/length
- community meeting space
- small group study space
- program space
- staff space
- early learning spaces
- quiet space
- teen, children and adult spaces
- flexible space for future needs yet to be identified
- RFID Potential
- Public use after hours

#### **2 Demographic Analysis and Projections**

Library staff will provide the selected consultant with detailed information about the current Deschutes County population and trends for growth in the future, as well as statistics and trends about library usage. The information should be reflected in the plan's recommendations for expansion, renovation, or new construction. The information provided by library staff will include:

- Library usage data and trends
- The latest population data for Deschutes County
- Population and demographic trend projections

#### **3 Community Engagement and Outreach**

The consultant will be asked to design and conduct a process to engage communities and community leaders in each community in creating a vision for future library services as part of the 20 year plan. An important element will be to work with staff to ensure that all communities are included. A survey will potentially be developed and distributed as well. The plan will include an analysis of those conversations and a summary of any survey results.

#### **4 New Library Facilities Analysis**

The report will identify service areas for existing branches and shall show the need for facilities to serve the underserved regions of the county. In determining such locations, consideration should be given to optimized efficiencies in centralizing services, current library functions and space needs, and infrastructure. In addition, consideration should be given to county growth plans, buildable land plans,

transportation plans, school district changes, growth in new immigrant communities and other issues which would contribute to the expected changes in the county during the next 20 years. Clear guidelines should be created for the establishment of a new branch versus the expansion of an existing site.

#### **5 Estimated Costs**

Estimate a range of costs for individual projects, including but not limited to site acquisition, construction, furnishings, collection, equipment, and technology, including costs related to sustainable building practices or LEED certification, along with estimated ongoing operating costs. There should be consideration of timelines and priorities for funding for these products.

#### **6 Funding Strategies and Implementation**

The report should evaluate current funding strategies and recommend strategies for funding the plan.

#### **7 Plan Presentation**

The final plan will cover the areas highlighted in Sections 1.4 through Sections 1.4.6. The plan will include both a five-year and 20-year prioritized roadmap with recommendations for funding options.

## EXHIBIT B

### PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract

1. Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.
2. Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Consultant or any subcontractor in connection with the performance of the Contract shall promptly be paid.
3. Consultant shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Consultant and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Consultant shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Consultant shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
6. Pursuant to ORS 279C.520(2), the Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
7. Pursuant to ORS 279C.530(2), all employers, including Consultant, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Consultant shall ensure that each of its subcontractor complies with these requirements.
8. All sums due the State Unemployment Compensation Fund from the Consultant or any subcontractor in connection with the performance of the contract shall be promptly so paid.
9. The Contract may be canceled at the election of District for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

10. Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors.
11. Consultant certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
12. In the performance of this Contract, the Consultant shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
13. Pursuant to District's Public Contracting Rule 137-049-0880, the District may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
14. Consultant shall ensure District'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 \$1,000,000.