

CITY OF BEND
REQUEST FOR PROPOSALS
TECHNICAL ADVISOR – PERMITTING PROCESSES
ISSUE DATE: SEPTEMBER 15, 2025

SUBMIT PROPOSAL VIA EMAIL TO MKAMANYA@BENDOREGON.GOV
BY OCTOBER 13, 2025, AT 4:00 P.M.

EMAIL SUBMISSIONS SHOULD HAVE
‘PERMITTING PROCESSES - TECHNICAL ADVISOR PROPOSAL’ IN THE SUBJECT LINE.

The City of Bend (“City”) is requesting proposals from qualified persons to provide technical advisory analysis of internal permitting processes and best practices from other jurisdictions to improve housing permit review times in Bend. Details of the requested work are included in the Scope of Work, **Exhibit A**.

BACKGROUND:

The City is approximately 34 square miles in size. With just over 100,000 residents, Bend is the largest city in Deschutes County and the sixth-largest city in Oregon. Bend is located on the eastern edge of the Cascade Mountain Range along the Deschutes River. U.S. Route 97, the main corridor east of the Cascade Mountains, bisects the city north to south, while U.S Route 20, cuts across Bend east to west. Bend lies 163 Miles southeast of Portland, 132 Miles southeast of Salem, and 129 Miles east of Eugene.

Bend is one of the fastest growing cities in the country. Since 2019 Bend has added over 8,000 residential units and over 14,000 people to its overall population and is expected to add an additional 15,000 people by 2030. In 2016, the City added 2,380 acres into its Urban Growth Boundary and over 700 acres have been annexed into the City for development, with more on the horizon.

Bend has an acute demand for affordable housing at every affordability level. Historic underproduction and high in-migration create a local housing market that is limited, expensive, and pushing out the lowest income earners. The City has a long history of removing barriers to construction of affordable housing with limited tools available. Bend’s focus on allowing new housing types, affordability, and on engaging technical advisors to assist in code development, has allowed significant steps forward to improve code and process within the City’s control. However, Bend’s exponential growth has necessitated bold solutions to address a lack of housing supply.

PURPOSE & NEED:

In 2024, the City of Bend was awarded \$5,000,000 in Pathways to Removing Obstacles to Housing (PRO Housing) funding from the U.S. Department of Housing and Urban Development (HUD). The grant is intended to support the identification and removal of barriers to affordable housing production and preservation, including ways to streamline and modernize local permit

processing and eliminate requirements that unduly delay the permitting process or establish unreasonable thresholds for approvals.

The City prioritized reducing permitting turnaround times starting in 2023 in partnership with development and building stakeholders, resulting in a multi-year action plan that is producing positive results for building and private development engineering permits. The City now publishes a dashboard to provide visibility of permit times, which staff uses to monitor and respond to trends in real time. After a recent internal evaluation of the permitting processes, several gaps were identified and it was determined that the volume of permits, staffing, new permit software and project complexity impacted permit review times. As required by Oregon's House Bill 2001 (HB 2001), the City worked to make it easier to get permits for housing types like duplexes, cottage clusters or other multi-unit options.

Since the City of Bend's PRO Housing application was submitted in October 2023, the work on permit improvements continues and additional progress has been made. For example, data dashboards track the number of days for City staff to complete the first review cycle for residential new construction building permits. In December 2024, the 12-month average was 34.5 days, which is under the goal of 35 calendar days. Prior to these concerted efforts, averages ranged between 44 and 58 days. For the sake of the PRO Housing grant, tracked metrics for both Single Family Dwelling permits and Multifamily permits show consistent improvements in the average number of days for first review and average number of days with City staff. However, variation is still seen in metrics that track permit milestones outside City staff control, including the average number of days with the customer and average number of days waiting for final fees.

Between December 2023 and November 2024, data showed:

- The average number of days with the customer ranged between 11 and 59 days, with a 12-month average of 24.5 days.
- The average number of days waiting for final fees ranged between 21 and 95 days, with a 12-month average of 35.4 days.

Two permitting areas have been identified for evaluation and improvement under this RFP:

- 1) Improve engineering review times, especially with large-scale infrastructure plans. The Oregon Legislature passed House Bill 974 (HB 974) during their 2025 session that sets maximum review times that cities must meet for private development engineering permits. The timelines are similar to state-mandated land use planning review times and require applications to be checked for completeness within 30 days and a final decision issued within 120 days after the application is deemed complete. Revisions by the applicant during the review process are not counted against the 120 days. HB 974 goes into effect on July 1, 2026.
- 2) Improve the quality of applicant submissions, thereby reducing the number of days with the customer and reducing the number of times permits are returned to the customer for deficiency or error. Submissions may be rejected for many reasons, some

of which are incomplete applications, misunderstanding of code and zoning regulations, and not following submission requirements.

PROPOSAL CONTENTS:

- **Letter of Transmittal.** Please provide a brief letter stating your interest, experience in permitting processes and analysis, and relevant experience. Please indicate in the letter if you can meet the contract terms found in **Exhibit B**. Any deviations to the contract terms after Proposal's are submitted are not guaranteed.
- **Project Understanding & Approach.** Please include a description of understanding and the proposed approach to the Project and information, including personnel and resources, that will be available to address the full range of required services for the Project.
- **Specialized Experience.** Please provide a description of your experience with evaluating and advising on permitting processes and identifying opportunities for process streamlines or improvement.
- **References/Experience.** Please provide Project descriptions for up to two (2) recent projects similar in nature to the proposed Project, including completion dates, measures that indicate quality and successful project completion, and a client reference name and phone number. Include a brief description of the scope of work performed.
- **Project Team.** Provide a staff breakdown and detailed resumes of key project personnel proposed to be assigned to this Project, including each staff member's tenure and credentials. Identify the primary point of contact and any other relevant information the firm deems relevant.
- **Cost Proposal.** Provide a detailed tabulation of the cost of services in a "not-to-exceed" amount, including labor hours, hourly rates, total costs for all reimbursable expenses, and a schedule of rates and charges. The cost proposal shall be based on the Scope of Work and shall include any estimated expenses. Clearly describe any deviation from the Scope of Work that would significantly affect costs. Separate the cost of any "proposed optional services" from the cost of services requested in the Scope of Work. Cost proposals in excess of \$175,000 will not be considered.

LIMITATIONS:

- No page limit.

PROPOSAL EVALUATION CRITERIA:

The City will select a proposal which it judges to have the best combination of qualifications, experience, personnel, project understanding, technical and administrative capabilities, and cost of service. The City will award the contract for the technical advisor services that it considers to be in its best interests.

GOVERNING LAWS:

This solicitation and any resulting contract are governed by local, state, and federal law.

ISSUING OFFICER:

The Affordable Housing Coordinator is the Issuing Officer for this solicitation and the point of contact for the City for all process and contract questions as well as protests.

City of Bend
Mellissa Kamanya, Affordable Housing Coordinator
710 NW Wall Street
Bend, Oregon 97703
mkamanya@bendoregon.gov
541-382-5615

QUESTIONS:

Questions must be directed to the Issuing Officer. Please contact the Issuing Officer for accessibility options.

Respondents may submit questions in two ways:

- Office Hours. City staff are available to answer questions during office hours via Zoom on September 30, 2025 from 10:00 a.m. - 11:00 a.m. Respondents must register in advance to attend, using the following link:
https://bendoregon-gov.zoom.us/webinar/register/WN_RMeOVbv4QU2reRgORByciw
- Email submission. Respondents may submit questions via email to mkamanya@bendoregon.gov by Monday, October 6, 2025 at 4:00 p.m. Questions received after October 6, 2025 will be responded to at the discretion of the City.

Visit <https://www.bendoregon.gov/government/departments/housing> for answers to Respondent questions. These will be posted on October 1, 2025 for answers provided during City office hours, and on October 7, 2025 for answers provided from email submissions.

ADDITIONAL INFORMATION:

For additional information on the PRO Housing grant and its planned outcomes, Respondents may review the PRO Housing grant application and its approved Action Plan at <https://www.bendoregon.gov/government/departments/housing>.

SUBMISSION:

The deadline for submitting Proposals is **Monday October 13, 2025, at 4:00 p.m. Pacific Standard Time**. One (1) copy shall be submitted in electronic form via email to the Issuing Officer – mkamanya@bendoregon.gov. Proposals received after the specified date and time may be accepted at the City's discretion. Hard copies will not be accepted unless the Proposer made arrangements ahead of time with the Issuing Officer.

RFP SCHEDULE:

POSTED – Solicitation for Proposals	Monday, September 15, 2025
City office hours for respondent questions	Tuesday, September 30, 2025
Office hours questions and answers posted	Wednesday October 1, 2025
Deadline to submit questions via email	Monday, October 6, 2025
City answers to Respondent questions posted	Tuesday, October 7, 2025
CLOSING DATE – Respondent proposals due	Monday, October 13, 2025 at 4:00 p.m.
AWARD – City selects respondent / proposal	Within 30 days of Closing Date
Project completion and report due	Within 6 months of entering Agreement for Award

EXHIBIT A SCOPE OF WORK

The purpose of this solicitation is to seek quotes from qualified individuals to complete a review of the recently implemented improvements to the permitting process related to infrastructure requirements, land development, and the construction of new housing units. The city requests a major focus on the requirements of HB 974 and how cities around the state currently process engineering permits, how they intend to meet the new mandated timelines, and ways to improve the quality of applicant submissions.

The consultant will research other jurisdictions to identify best practices that may be effective to institute in Bend, and that are consistent with Oregon land use law, HB 974, and the City's guiding planning documents, including the Bend Development Code and Comprehensive Plan. Efforts will be made to identify remaining opportunities for improvement and make recommendations to address identified issues within the City's control or influence. Solutions should first improve City processes and secondarily improve the rate and/or ease of housing production.

The City would like this Scope of Work and any accompanying report to be completed within 6 months of entering the Agreement for Award, with the intent of providing City Council an overview of the analysis in early 2026 and updating internal engineering permit review processes throughout 2026.

Cost proposals shall not exceed \$175,000. Any proposals in excess of \$175,000 will not be considered.

Specific Services include the following:

- Establish common protocols shared by city staff reviewers and development partners to ensure sufficient information is requested and contained in all applications.
- Identify successful best practices to improve communication between the City and the applicant in processing a development application. This includes how other Cities improve inter-departmental coordination between different reviewers for planning, building, engineering and fire.
- Evaluate processes from other jurisdictions that may be incorporated in Bend. These should have a demonstrated positive effect on engineering permit review and the quality of applicant submissions.
- Identify the types of triggers that could benefit from 3rd party review.
- Define lines of authority and responsibility as a means to streamline decision making
- Review the City's engineering review process for public infrastructure being constructed by private development projects, then provide a comparison to other jurisdictional best

practices with a focus of reducing overall review times (including review cycles) and streamlining the review and approval process.

EXHIBIT B



CITY OF BEND

**PERSONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BEND AND**

Contract Number:

This Personal Services Agreement is between the City of Bend, Oregon ("City") and _____ ("Contractor") (together, "Parties") for professional personal services.

RECITALS

- A. The City desires to enter into the Agreement for technical advisor services.
- B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the City.
- C. Contractor was selected by an informal request for proposal process.

TERMS OF AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both Parties and approved by the City's legal counsel. Unless sooner terminated, this Agreement shall expire on _____. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Contractor shall provide technical advisor services for technical advisory analysis of internal permitting processes and best practices from other jurisdictions to improve housing permit review times in Bend. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A.

3. **Consideration.** City shall pay Contractor as set out in Exhibit ____, but the total payment under this Agreement, which includes allowable expenses for reimbursement as per the attached Exhibit ____, **shall not exceed \$175,000.00.** The Not to Exceed amount may be exceeded only upon prior written increase in the Scope of Work, accompanied by written authorization for an increase in fee from the City Manager. If there is no change in Scope of Work, the Contractor shall complete all identified Work Scope within the Not to Exceed amount as indicated above. Any known additional or optional tasks are listed in Exhibit ____.

3.1. Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.

3.2. Invoices will be directed to the City of Bend, Attention: Mellissa Kamanya, P.O. Box 431, Bend, Oregon 97709. Invoices may be emailed to: mkamanya@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.

3.3. Contractor shall reference the Contract Number and the Project Number as appropriate.

4. **Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

5. **Termination.** The Parties may terminate this Agreement as follows:

5.1. This Agreement may be terminated at any time by mutual consent of both Parties.

5.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

5.3. City may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at a later date established by the City under any of the following conditions:

- (a) City funding is not obtained or continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.
 - (b) If federal, state, or City 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 Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - (c) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 5.5. The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
 - (a) If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
 - (b) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within 10 days or such longer period as the City may authorize.
- 5.6. Contractor may terminate this Agreement upon 30 days' written notice to City if City fails to pay Contractor pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.
- 6. **Access to Records – Files; Confidential Information.** Contractor shall maintain all books, documents, papers, and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. City, state, and federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript. Contractor agrees that all files or

other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the City and shall be available to the City upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary, or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.

7. Independent Contractor; Responsibility for Taxes & Withholding.

- 7.1. The Work to be rendered under this Agreement is that of an independent contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee, or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.
- 7.2. No Agency, Partnership, or Joint Venture/Independent Contractor - Neither the City or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- 7.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

8. Ownership of Work Product. All work product of Contractor under this Agreement shall be the exclusive property of the City. Contractor waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the Scope of Work shall be without liability to Contractor.

9. Indemnification

9.1 **Indemnification for General Liability Claims.** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

9.2 **Indemnification for Professional Liability Claims.** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on, or arise out of damages caused by or resulting from professional negligence in connection with the performance of this Agreement by conditions created thereby or based upon violation of any statute, ordinance or regulation (collectively known as "Professional Negligence Claims"). This indemnification required shall not apply to Professional Negligence Claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

10. **Insurance.** Contractor shall purchase and maintain at their own expense the insurance noted below subject to review and acceptance by the City of Bend. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the Agreement terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the City of Bend and coverage written in this manner shall extend for 24 months past completion and acceptance of Contractor's work or services. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: insurance@bendoregon.gov.

10.1 Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability, and contractual damages. Contractor shall remain fully responsible and liable

for any claims resulting from the negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents, and employees in performance of this Agreement, even if not covered by, or in excess of insurance limits.

- 10.2 Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.
- 10.3 Contractor shall maintain in full force and effect professional liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident, or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Agreement. Contractor shall remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the professional services to be provided under this Agreement. Coverage must be in effect prior to the commencement of the performance of this Agreement. Contractor shall furnish proof of continuous "tail" coverage for 24 months after Agreement completion.
- 10.4 Commercial General Liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees, and volunteers as additional insureds with respect to Contractor's work or services provided under this Agreement.
- 10.5 Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the State of Oregon or files a guaranty contract with the State of Oregon Workers' Compensation Division before performing work.
- 10.6 Contractor shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change, or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

11. **Subrogation.** Contractor grants Waiver of Subrogation to the City, its officers, agents, employees, and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to

provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to City on behalf of any insurer providing coverage to either Contractor or City with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

12. **Nondiscrimination - ADA Compliance** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

13. **Successors and Assigns.** City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.

14. **Force Majeure.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

15. **No Third Party Beneficiaries.** City and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. **Waiver.** City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.

17. **Limitation on Authority.** City retains its authority to execute all applications, Agreements, and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.

18. **Attorney Fees & Governing Law.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs, and disbursements for the action, suit, proceeding, or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

19. **ORS 279A.125 Preference for Recycled Materials.** Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

20. **Compliance with Law.** Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit ____).

21. **Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor by signature of its authorized representative hereby acknowledges that

he/she/they has read this Agreement/Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

22. **Key Personnel.** Contractor acknowledges and agrees that the City selected Contractor for award of this Contract because of the special qualifications of Contractor's key personnel. Contractor shall not reassign or transfer key personnel to other duties or positions such that they are no longer available to provide City with the expertise, experience, judgment, and personal attention at the level proposed without first obtaining the City's prior written consent to such reassignment or transfer. The City shall have the right to interview, review the qualifications of, and approve or disapprove any proposed change in key personnel.

23. **Notices.** Project correspondence shall be directed to the City Project Manager. Insurance certificates and insurance questions shall be emailed to the City's insurance email at: insurance@bendoregon.gov. All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

Contractor Name

Attn:

[Address]

[City, State, Zip]

Phone:

Email:

City of Bend

Attn: Housing Division

710 NW Wall Street

Bend, Oregon 97703

Phone: 541-382-5615

Email: mkamanya@bendoregon.gov

With a copy to:

City of Bend

Attn: City Attorney

710 NW Wall Street

Bend, Oregon 97703

Phone: 541-388-5505 Fax: 541-385-6676

Email: legalnotice@bendoregon.gov

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

24. **Severability.** If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement, and if negotiations fail, may terminate the Agreement.

25. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

26. **Amendments.** The Parties may amend this Agreement by a written amendment properly executed by both Parties.

27. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

28. **Compliance with Tax Laws.** Contractor represents and warrants that Contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this Agreement. Failure of the Contractor to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes the Agreement or during the term of the Agreement, shall be considered a default for which the City may terminate the Agreement and seek damages and other relief available under this Agreement

CITY OF BEND, OREGON

Matt Stuart, Real Estate & Facilities Director

Date

CONTRACTOR

Name and Title:

Date

City Contracting & Funding Authorizations:

By: _____
Name and Title
City of Bend, Oregon

_____ Date

By: _____
Justin Sweet,
Procurement & Public Contracts Manager
City of Bend, Oregon

_____ Date

ALLOWABLE EXPENSES

The City will reimburse reasonable expenses incurred in the performance of the services under this agreement. The City reserves the right to reject any invoice for costs which, in the City's sole judgment, are determined to be unreasonable.

Contractor shall submit documentation for travel expenses that is satisfactory to the City. In the case of lodging and meal expense, a detailed statement of charges must be submitted with the request for reimbursement. Reimbursement of common carrier transportation expenses are limited to the cost of less than premium (first) class accommodations. Use of personal or company vehicle will be reimbursed at the IRS standard rate for business in effect at the time.

Following are examples of expenses that shall not be paid for by the City:

- liquor (including beer or wine)
- meals or lodging accommodations for family
- trip or rental car insurance
- any other personal expenditures, including those for entertainment
- traffic citations or parking tickets

Relevant Provisions of ORS Chapter 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

* * * * *

(2) An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.