



**CITY OF LA PINE, OREGON  
URBAN RENEWAL AGENCY  
REGULAR MEETING**

Tuesday, September 3, 2024, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/81348030323>

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at (541-536-1432). For deaf, hearing impaired, or speech disabled dial 541-536-1432 for TTY.*

**AGENDA**

**CALL TO ORDER**

**ESTABLISH QUORUM**

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

**ADDED AGENDA ITEMS**

*Any matters added to the Agenda at this time will be discussed during the “Other Matters” portion of this Agenda or such time selected by the Urban Renewal Agency.*

**CONSENT AGENDA**

- 1. 06.04.2024 Urban Renewal Agency Minutes.....3.
- 2. Urban Renewal Agency Financial Statement
  - a. June.....6.

**OLD BUSINESS**

- 1. Archway (Discussion)
  - a. Contract.....7.

**NEW BUSINESS**

None

**OTHER MATTERS**

*Only Items that were previously added above in the Added Agenda Items will be discussed.*

**PUBLIC COMMENTS**

*Public Comments provide an opportunity for members of the community to submit input on ongoing matters within the city.*

*Public Comments are limited to three (3) minutes per person; when asked to the podium, please state your name and address. This helps the Agency and staff determine if you are a city resident. The acting chair may elect to respond to comments if the matter is within the jurisdiction of the city or defer to city staff for response. Any matter that warrants testimony and rebuttal may be debated only during a Public Hearing on the matter.*

**STAFF COMMENTS**

**BOARD MEMBER COMMENTS**

**ADJOURN MEETING**

**Pursuant to ORS 192.640:** This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the Urban Renewal Agency to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.



**CITY OF LA PINE, OREGON  
URBAN RENEWAL AGENCY  
REGULAR MEETING**

Tuesday, June 4, 2024, at 3:00 PM

Virtual Meeting on Zoom: <https://us02web.zoom.us/j/89692647868>

La Pine City Hall: 16345 Sixth Street, La Pine, Oregon 97739

---

## **MINUTES**

### **CALL TO ORDER**

Vicki Russell called the meeting to order at 3:06 p.m.

### **ESTABLISH QUORUM**

#### Agency

Vicki Russell

Scott Asla

Ann Gawith

Andrea Hine

Councilor Ignazzitto – Excused

#### Staff

Geoff Wullschlager – Agency Director

Patricia Lucas – SLED Executive Director

Amanda Metcalf – City Recorder

### **PLEDGE OF ALLEGIANCE**

Vicki Russell led the Pledge of Allegiance.

### **CONSENT AGENDA**

1. 05.07.2024 Urban Renewal Agency Meeting Minutes

Scott Asla made a motion to approve the consent agenda. *Andrea Hine seconded the motion.* Motion passed unanimously.

### **ADDED AGENDA ITEMS**

None.

### **PUBLIC HEARINGS**

None

**OLD BUSINESS:**

1. Archway Project
  - a. Draft Scope of Work (O'Brien Design + Build)

Agency Director Wullschlager presented a drafted scope of work from O'Brien Design + Build. He stated that there was an engineering aspect not included in the initial listed scope of work. However, O'Brien Design + Build stated that the footing and placement engineering will be an additional \$2,000.00 to the quote. Director Wullschlager said that he will have another meeting with the consultants and present a formal proposal for the Agency at a future meeting.

It was decided that a formal motion will take place once there is an official proposal from O'Brien Design + Build.

**NEW BUSINESS:**

1. Resolution 2024-01 Adopting Fiscal Year 2024-24 Budget
  - a. Resolution 2024-01
  - b. Urban Renewal Budget

Vicki Russell read Resolution 2024-01 aloud for the Agency.

Ann Gawith made a motion to approve Resolution 2024-01, a Resolution adopting the fiscal year 2024-2025 Urban Renewal Budget. *Scott Asla seconded the motion.* Vicki Russell asked for a roll call vote.

Scott Asla – Aye

Andrea Hine – Aye

Ann Gawith – Aye

Vicki Russell – Aye

Motion passed unanimously.

**OTHER MATTERS:**

None.

**PUBLIC COMMENTS**

None.

**STAFF COMMENTS**

SLED Executive Director Lucas did not have any comments.

City Recorder Metcalf did not have any comments.

Agency President Wullschlager did not have any comments.

**BOARD MEMBER COMMENTS****ADJOURN MEETING**

Vicki Russell adjourned the meeting at 3:16 p.m.

**Pursuant to ORS 192.640:** This notice includes a list of the principal subjects anticipated to be considered or discussed at the above-referenced meeting. This notice does not limit the ability of the Urban Renewal Agency to consider or discuss additional subjects. This meeting is subject to cancellation without notice. The regular meeting is open to the public and interested citizens are invited to attend.



Balance Sheet - Urban Renewal	
June 2024	
<b>Assets</b>	
Cash	\$ 829,040.87
Property Tax Receivable	\$ 598.78
<b>Total Assets</b>	<b>\$ 829,639.65</b>
<b>Liabilities</b>	
Accounts Payable	\$ -
Deferred Property Taxes	\$ 112.64
<b>Total Liabilities</b>	<b>\$ 112.64</b>
<b>Equity</b>	
Fund Balance - Unrestricted	\$ 548,006.38
Revenue Over Expenditures -YTD	\$ 281,520.63
<b>Total Equities</b>	<b>\$ 829,527.01</b>
<b>Total Liabilities &amp; Equity</b>	<b>\$ 829,639.65</b>
	\$ -

GENERAL FUND	ACTUALS
<b>Income</b>	
PROPERTY TAXES	\$ 313,131.65
SHARED REVENUES & GRANTS	\$ -
CHARGES FOR SERVICES	\$ -
MOTEL TAXES (30%)	\$ -
FRANCHISE FEES	\$ -
MISCELLANEOUS & OTHER INCOME	\$ 326.14
<b>TOTAL INCOME</b>	<b>\$ 313,457.79</b>
<b>Expenses</b>	
PERSONNEL SERVICES	\$ -
MATERIALS & SERVICES	\$ 31,937.16
CAPITAL OUTLAY	\$ -
DEBT SERVICE	\$ -
<b>TOTAL EXPENSES</b>	<b>\$ 31,937.16</b>
<b>NET INCOME</b>	<b>\$ 281,520.63</b>

Geoff Wullschlager, City Manager  
On behalf of the:  
La Pine Urban Renewal Agency Board  
PO Box 2460  
La Pine, OR 97739

August 15<sup>th</sup>, 2024

Dear Geoff,

We are pleased to present Open Concept Architecture's proposal to provide Architectural Design services for the new Gateway entry sign for La Pine, Oregon. We're excited about the project's potential and appreciate the opportunity to offer our services!

**1. PROJECT INFORMATION**

Project Name: 24-058 La Pine Gateway Sign  
Project Address: On Huntington Rd near intersection HWY 97  
Authority Having Jurisdiction: City of La Pine / Deschutes County

**2. PROJECT DESCRIPTION AND ASSUMPTIONS**

Our project understanding is as follows:

The project involves architectural services to create a design for a city archway, intended to enrich the welcoming experience for both community members and visitors to La Pine, Oregon. This design will integrate local accents and existing city branding to authentically reflect the unique character and charm of La Pine, leaning on materials to provide a sense of place. OCA will collaborate with a structural team for attachments and calculations related to the prefabricated sign (final details for sign by others to be reviewed at a later phase). The objective is to deliver comprehensive architectural and structural plans that the client can submit for building permit and send for a cost estimate. Project management and guidance through subsequent construction phases will be added to the scope upon the completion of the CD phase or when the Client selects the Contractor.

Project design to be guided by goals outlined in Client Provided RFP received January 30<sup>th</sup>, 2024:

- Illuminated Archway and Pillar design
- Rust brown and storm grey color palette
- City branding and logo incorporated (ponderosa pine)
- Natural elements – Ponderosa Pine, Jack Pine (secondary), Deer and Elk Antler

All outlined elements are to be confirmed in kick off meeting.

OCA will use google maps as a base for initial studies. It is understood that the Client will provide a survey containing all pertinent information regarding topography, existing vegetation, utility locates, extent of pavement and material types.

*Scope of work outlined on next page.*

### **3. SCOPE OF WORK -**

#### **3.11 PREDESIGN PROCESS AND DELIVERABLES:**

*Goal – build a comprehensive understanding of you and your community’s needs through meetings, Site visitation and review of Owner provided surveys, elements, and branding will inform our development of a preliminary design approach that is both functional and beautiful.*

- (1) Site visit to observe existing conditions
- (1) virtual meeting to confirm project goals, desired aesthetics, schedule requirements, designated reviews, and overall project budget
  - (or in combination with the site visit)
- (1) virtual meeting with larger team to review phase deliverable and visioning outline
- Collect all relevant project background information (i.e. research, surveys, standards and code, material finishes, and existing design standards, etc)
- Review lines of sight and assess accessibility and visitor flow
- Issue a project work plan and lookahead to maintain project development and schedule

**Deliverable: Visioning notes, Project initiation outline with timeline and key Client decision makers**

#### **3.12 DESIGN DEVELOPMENT PHASE PROCESS, GOALS, AND DELIVERABLES:**

*Goal – Develop preliminary sketches, drawings, studies, and visualizations of key components to illustrate ideas and finalize design direction.*

- Initiate Bluebeam Revu project and file share platform
- Develop (2) Options for design utilizing collaged visuals and 2d representations
- (1) in person with Urban Renewal Board meeting to review 2-3 options
- (1) Virtual meeting to review progress and development of refined option selected
- OCA will coordinate with Structural engineer to review feasibility of structural strategy with initial options
- (1) Virtual meeting with to review materials and finalize option for construction documentation

**Deliverable: (2-3) Perspective sketch renderings and Front/Side Elevations illustrating material and sizes.**

#### **3.13 CONSTRUCTION DOCUMENTATION PHASE PROCESS, GOALS, AND DELIVERABLES:**

Upon Client’s approval of the Design Development package for (1) design, OCA will proceed with Construction documentation. Level of detail as required by AHJ for submission and Construction (not stamped by architect).

- Initiate Building Information Model using Revit software.
  - Sculptural elements will be represented utilizing 2D linework.
- Materials identified and manufacturer’s selected
- OCA will coordinate with Structural Engineer for foundation design, connection details, and sizing of structural members.
- Drawing set development to level of detail required for construction of primary structural elements. Sculptural elements will be shown for design intent and will be finalized through shop drawings in the Construction Phase.
- Preparation of Construction Document Package: on 11x17 Title Block,
  - Site Plan (proposed and demo) - including general landscaping and electric connection points
  - Floor plans
  - Lighting Plan (optional)
  - Elevations and Material Legend
  - Enlarged sections at key points
  - Foundation and connection details





**Deliverable: (1) set of Architectural Drawings, (1) set of Structural drawings, (1) virtual meeting to review final sets.**

### 3.14 JURISDICTIONAL COORDINATION:

Upon Client's approval of the Construction Documentation package for (1) design, OCA will proceed with compiling drawing sets for submission to the AHJ (Authority Having Jurisdiction).

- Attend (1) Pre-application conference with the Jurisdiction to confirm submittal processes and required items.
- Creation of (1) Building permitting package stamped by licensed Oregon Structural Engineer
- Drawings are not required to be stamped by a license Architect.
- Submission by Client
- No Public Works or Land Use submission or coordination included (by Additional Service Request) - to be confirmed in Pre-application Conference.

### 3.15 PROJECT MANAGEMENT SERVICES:

OCA will provide the following services through the duration of the design phase of the project (estimated 3.5 months) to ensure the project is coordinated, and accountable to meet agreed-upon milestones.

- Maintain and update design phase project schedule as project progresses.
- Manage communication plan, follow ups, and biweekly updates as needed
- Coordination as needed between phases to for all parties to have information necessary.
- Assist the Client with the following during Bidding phase –
  - Issue (1) document set for pricing, aligned with permit drawing set
  - Provide answers or clarifications contractors questions that may arise during the bidding process. (Addenda to be issued by client)
  - Review potential bids with Client

*Note: Invitation to bid, any pre-bid conferences, and all forms / notices to be coordinated by Client.*

### 3.16 CONSTRUCTION ADMINISTRATION (FUTURE): INCLUDED FOR REFERENCE ONLY

*Not in Scope of this agreement - estimated \$9,500*

*OCA Will provide the following services through the duration of construction (estimated 3 months).*

- *Attend (2) Site observation walk around ¾ construction completion to review progress*
- *Attend (3) Virtual OAC meetings as outlined in the project schedule*
- *Review submittals as outlined in the drawings, documentation, and pre-construction meeting to confirm adherence to design intent*
  - *Sign Fabrication Drawings*
  - *Structural Elements*
  - *Final material finish samples*



#### **4. PROPOSED SCHEDULE**

*\*Estimated based upon provided information, start date will follow signed contract. OCA requires 1 week minimum, unless stated otherwise, to incorporate into workflow. This timeline assumes the project will proceed in a linear fashion, if the project is paused from the direction of the Owner, or if the Owner review extends beyond the agreed number of days, the time outlined may be adjusted. Once the owner has approved at each phase end, any owner requested, or jurisdictional changes may incur additional fees.*

Information gathering – Pre Design	(1) week
Data analysis and exploration – Design Development	(4) weeks
Client review and NTP (CRITICAL MILESTONE)	(1-2) weeks
Documentation set development	(4) weeks
Jurisdictional Review	Subject to AHJ timeline
Cost Estimate (By Others)	(2-3) weeks EST

*It is understood that the desired timeline is to design through Summer - Fall of 2024, obtain permits in Winter 2024-2025 and begin construction in Spring of 2025.*

#### **5. PROFESSIONAL SERVICES FEE**

Professional Services will be billed by percentage of completion for each phase each month.

For our team to begin work, an initial payment of \$3,000.00 will be invoiced upon execution of this Agreement and will be applied as a portion of the fee outlined below (not in addition to).

#### **ARCHITECTURAL FEE SCHEDULE**

030 – Pre-Design	\$ 7,250.00
034 – Design Development	\$16,550.00
035 – Documentation set	\$11,200.00
036 – Jurisdictional Coordination - ALLOWANCE	\$ 2,450.00
037 – Construction Administration – TBD	\$ FUTURE
024 – Project Management	\$ 6,150.00
050 – Reimbursable Expenses - ALLOWANCE	\$ 1,500.00
• (travel / printing)	
<b>Total Architectural Fees</b>	<b>\$ 45,100.00</b>

#### **CONSULTANT FEE SCHEDULE:**

<b>400- Structural Engineer (Eclipse Engineering - ALLOWANCE)</b>	\$ 4,750.00
<b>Total Consultant Fees :</b>	<b>\$ 4,750.00</b>

**TOTAL CONTRACT PROFESSIONAL SERVICES FEES** **\$ 49,850.00**

*Allowances as noted indicate there are outstanding scope variables that will be determined at the time of the phase and are subject to change.*

#### **ADDITIONAL SERVICES FOR REQUEST (NOT INCLUDED AT THIS TIME):**

#1 – Pre-Design Drone Flight – At the request of the Client, OCA can complete a drone flight for the site to and provide the client with all video and panoramic footage to utilize as a base for visuals for marketing.

030 – Pre- Design Drone Flight	\$ 2,950.00
--------------------------------	-------------



## **EXCLUSIONS -**

- Sign fabrication shop drawings and details
- Engineering including mechanical, electrical, plumbing, survey/civil
- Surveying
- Geotechnical Investigation / Reports
- Landscape Architecture
- Lighting Design – Beyond Essential/Basic Fixtures
- Code Appeal Documentation
- Permit fees
- Reimbursable Expenses
- Renderings (other than outlined above)
- Programming
- Traffic Engineering, traffic studies, and temporary traffic management plans
- Costs for work for additional design options past those outlined in the Scope of Services
- Public works submission, ODOT coordination or any other submissions not outlined in the deliverables above
- Public Meetings / Presentations (via Additional Service Agreement)

## **SUPPLEMENTAL AND ADDITIONAL SERVICES**

Any work beyond the noted scope will require T+M at an hourly rate per the fee schedule in Exhibit B. OCA may provide Additional Services after execution of this Agreement without invalidating the Agreement. Any additional Service provided in accordance with this section shall entitle OCA to additional compensation and a possible adjustment to the Design Schedule. Upon recognizing the need to perform Additional Services, the Architect shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. OCA will not proceed to provide Additional Services until receiving the Client's written authorization

## **REIMBURSABLES**

Reimbursables are additional and include expenses incurred by Open Concept Architecture and its Consultants directly related to the project such as travel (transportation, lodging and meals), printing, deliveries, and other similar project-related costs. A 10% mark-up is applied to reimbursable expenses for processing.

## **INVOICING**

Invoices will be issued once a month based on work completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation. A 1.5% fee will be added to the unpaid balance after (30) days.

## **SCOPE OF SERVICE ACKNOWLEDGEMENTS**

OCA Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.

Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

## **HOURLY RATES**

SEE EXHIBIT B



**AGREEMENT**

This Agreement represents the entire and integrated agreement with CLIENT and OCA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only in writing by both CLIENT and OCA.

This agreement is comprised of the following documents identified below:

- Exhibit A – Initial RFP and Photos
- Exhibit B – OCA Hourly fee

Please feel free to call me if you have any questions. We look forward to working with you.

Sincerely,

\_\_\_\_\_  
Signature

Sarah Young, Assoc. AIA, CDT, DBIA  
*Senior Project Manager*

\_\_\_\_\_  
Date

Accepted by: *Geoff Wullschlager*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## CONTRACT TERMS AND CONDITIONS

Open Concept Architecture, herein known as OCA, shall perform the services outlined in this agreement for the stated fee arrangement according to the following Terms and Conditions unless stipulated otherwise by a mutually signed Standard Form of Agreement between OCA and the Client.

**APPLICABLE LAWS:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Oregon.

**OCA CORPORATE RESPONSIBILITY:** It is intended by the parties to this Agreement that OCA's services in connection with the Project shall not subject OCA's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against OCA, an Oregon state Limited Liability Corporation, and not against any of OCA's individual employees, officers or directors.

**FEE:** This contract and associated fees are good for 90 days from the contract date to the commencement of substantial work, as reasonably determined by OCA. If for any reason substantial work does not start within 90 days from the contract date, the fees can be renegotiated. If the project's design and construction schedule is substantially delayed beyond a normal and reasonable time, OCA reserves the right to modify our fee to account for inflation.

**BILLINGS & PAYMENTS:** Invoices for OCA's services shall be submitted, at OCA's option, either upon completion of such services or monthly. Invoices shall be considered past due if not paid within 30 days of the invoice date. Failure of the Client to make payment within 30 days is considered a material breach of this agreement, allowing for termination of the agreement by OCA, on five days' notice. Retainers shall be held by OCA and applied to the final invoice.

**LATE PAYMENTS:** Accounts unpaid 30 days after the invoice date will be subject to a monthly finance charge of 1.5% on the unpaid balance (18.0% true annual rate). In the event any portion or all an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. It is OCA's policy to utilize Professional Service Liens to help secure payment of accounts that are unpaid 60 days or more.

**SUSPENSION OF SERVICES:** In addition to other remedies available to it under this agreement, if the Client fails to make payments when due or is otherwise in breach of this agreement, OCA reserves at its sole discretion the right to suspend services upon five calendar days' notice to the Client. OCA will have no liability to the Client for any costs or damages resulting from such suspension.

**CLIENT FURNISHED INFORMATION:** It is the Client's responsibility to provide OCA with correct site information, including but not limited to legal description, existing building locations and elevations, surveys and geotechnical reports. The Client agrees that OCA may rely upon all information, of whatever type, furnished to it by the Client, or by those retained by or acting for the client. At a minimum, site information shall be provided by a licensed Professional Land Surveyor and soils reports prepared by a licensed Geotechnical Engineer.

**DELAY:** OCA shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without the fault or negligence of O&C or its sub-consultants, including, without limitation, stoppages and strikes, natural disaster, failure of a public agency to act in a timely manner, and/or acts of the client or anyone or any entity retained by it (other than OCA), including, without limitation, their failure to furnish information in timely fashion and/or their faulty or untimely performance.

**STANDARD OF CARE:** Services provided by OCA under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the location of the project. Upon notice to OCA and by mutual agreement between the parties, OCA may modify those services identified as not meeting such a standard. Such modification of services will be performed without additional compensation.

**COST ESTIMATES:** Upon request, OCA may provide cost estimates or construction cost data based on experience, judgment and available cost data. Since market conditions and bidding procedures are not consistent from job to job, OCA does not warrant that bids or construction costs will not vary from the information provided by our firm.

**CONTINGENCY COSTS:** The Client and OCA acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the project plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees that the Owner or Owner's Agent will budget funds equal to at least 5% of the actual construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. No claim will be made by way of direct or third-party action against OCA or OCA's consultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

**INDEMNIFICATION:** The Client shall indemnify, and hold harmless OCA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) to the extent arising out of or relating to the sole or contributory negligence, breach of contract and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except OCA), or anyone for whose acts any of them may be liable.

**LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards and benefits of the project to both the Client and OCA, the risks have been allocated such that the Client agrees that OCA's maximum liability to the Client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of OCA's breach of this agreement, or arising out of OCA's breach of duties owed independent of this agreement, if any, including but not limited to breach of warranty, indemnity, negligence, strict liability, or other tort or statutory cause or causes, or otherwise related to formation of this agreement or services rendered by OCA in connection herewith, or any amendment thereto, shall not exceed ten times OCA's fee or \$500,000, whichever is less. In no event shall OCA be liable to the Client for any indirect, incidental, consequential, or special damages, including, without limitations, lost revenues, lost profits, legal fees, or costs of repair and/or replacement, even if OCA has been advised of the possibility of such damages.



**OWNERSHIP OF DOCUMENTS:** All documents produced by OCA under this contract are the property of OCA and intended solely for the specific use on this unique project, and this project only. OCA retains all legal rights (including copyrights) in its work product, and the documents shall not be used for any alterations to the work or future projects. In the event the contract is terminated, the documents (electronic or otherwise) produced by OCA shall remain the property of OCA and shall not be used for any purpose without our prior written consent.

**ALTERNATIVE DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following the completion of the project, OCA and the Client agree that as a condition precedent to any litigation, all disputes arising out of or relating to this Agreement shall be submitted to non-binding mediation under the auspices of the Construction Industry Mediation Rules of the American Arbitration Association unless the parties mutually agree otherwise. OCA and the Client further agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include said provision in their agreements with subcontractors, consultants, suppliers or fabricators so retained.

**TERMINATION OF SERVICES:** This agreement may be terminated by the Client or OCA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay OCA for all the services rendered to the date of termination, all reimbursable expenses, and appropriate termination expenses.

**ENTIRE AGREEMENT:** This agreement and all documents incorporated herein by reference constitute the complete and final agreement concerning the subject matter hereof. Any representations, terms or conditions not incorporated herein shall not be binding upon either party. This agreement wholly cancels, terminates and supersedes all previous negotiations, commitments, writings, representations, terms or conditions not incorporated herein. The invalidity, in whole or in part, of any part of this agreement shall not affect the remainder of such part or of any other part of this contract.



**EXHIBIT A – From La Pine RFP**

**Objectives & General Information:**

The City of La Pine seeks professional services in the archway project in the following principal areas:

1. Artistic design:

The City seeks consultation in the development of design aspects implementing local accents and existing city branding into an archway concept. The selected contractor will be given artistic license to develop design copy to be reviewed by agency staff and board members. Below are archway examples and current design elements, that have been agreed upon by the La Pine Urban Renewal Agency as reflective of intended design concept and guidance.

**Archways – Overall design guidance.**

City of Weed, CA.



This application was selected as a model base as local elements adjacent to the Mt. Shasta area town are predominantly featured, Mt. Shasta, with conifer trees, representative of the Northern California community. The Board was also drawn to the substantial column bases with clean and contemporary features, lighting elements, true arch design, and color scheme reflective of the mountain town identity, granite, and forest green.





City of Troutdale, OR.



This model exhibits continuity with the desired true arch concept and provides further example of the substantive support pillars featuring enhanced design element illustrations representative of the Columbia River adjacent community(salmon), desired as an approach to be used in a La Pine focused application.

Taft District, Lincoln City, OR.



This simpler design was chosen as a model that continues to contain desired project outcomes in more modest application. The true archway concept is maintained while bringing focused attention on the metalwork and lettering in the center of the installation.





**Design Elements – Color palate, material design, and detail guidance.**

Cottonwood Canyon State Park – Wasco, OR



This design element was chosen to provide an example of both color palate (rust red) and potential material choice. The Cottonwood Canyon State Park entrance signage contains a metal background material that provides an earthtone feature that is desired by the Urban Renewal Board, and material application that “seasons” over time with exposure.

City Color Palate – La Pine, OR

The following color selections are indicative of current City application to city documentation and other physical applications around the community and should serve as a basis for design standards.



Rust brown and storm gray



City Branding/Logo – La Pine, OR



Natural Elements – La Pine, OR

Ponderosa Pine – Endemic to the area with close up of branches, pinecones, and full tree. These elements could be worked into silhouetted elements across the design platform as a feature/concept.



Jack Pine – Endemic to the area with close up of branches, pinecones, and full tree. This element should be secondary and complimentary to the use of Ponderosa Pine if a tree/flora design scheme is employed.



Deer and Elk Antler – As the area abounds in these species, and the community is inextricably tied to their presence, and migration(s), these elements are encouraged as possible complement to a mixed flora/fauna design.





2. Area:

The project area is designated below with an approximate anticipated width of 38ft. crossing over Huntington Rd. in La Pine, OR. Further dimensional aspects to be inventoried as a portion of overall project.



## **EXHIBIT B – 2024 OPEN CONCEPT ARCHITECTURE BILL RATES**

### **HOURLY RATES**

The following Hourly Rates are applicable to any work designated as ‘Time & Materials’, ‘T&M’, ‘Hourly’, or additional services. These rates are valid for the 2024 Calendar year and may be subject to change in 2025.

### **ARCHITECTURE**

Principal Architect	\$ 200.00
Senior Project Manager	\$ 160.00
Senior Project Architect	\$ 150.00
Project Manager	\$ 145.00
Architectural Staff III	\$ 135.00
Architectural Staff II	\$ 120.00
Architectural Staff I	\$ 100.00
Operations Analyst/Project Assistant	\$ 90.00
Concept Designer	\$ 175.00
Design Intern	\$ 80.00
Administrative	\$ 75.00

