



Community Development Department

P.O. Box 970 ▪ 414 E First Street ▪ Newberg, Oregon 97132
503-537-1240 ▪ Fax 503-537-1272 ▪ www.newbergoregon.gov

REQUEST FOR PROPOSALS

Background

The City of Newberg is preparing to address its long-range land needs by doing preliminary analysis for the new streamlined urban growth boundary (UGB) amendment method in OAR chapter 660, division 38. This preparation will include the following tasks: (1) amending and establishing goals and policies to guide future planning efforts; (2) an updated dynamic buildable lands inventory the city can rely upon for future planning; (3) an evaluation of potential UGB study areas, based on the new Division 38 requirements; and (4) creation of an action plan and implementation policies to refresh and reinforce the city's economic development objectives and opportunities, achieve the identified residential density mix to satisfy the UGB streamlining rules, identify strategies to achieve identified community goals and objectives, and identify actions necessary to move forward with the analysis produced in Tasks 3 and 4 of this project. See Attachment 1 for task details.

The City of Newberg has received a Technical Assistance Grant from the Department of Land Conservation and Development in the amount of \$30,000.00 to work on this project. The project will use consultant services to perform technical analysis related to all project tasks. The consultant is expected to provide support to city staff for Tasks 1 and 4 with the city in the lead role, and to lead Tasks 2 and 3 with the city in the supporting role. The consultant is expected to attend regular meetings of the Technical Advisory Committee (TAC), meetings of the Public Advisory Committee (PAC) as needed, and to assist city staff with meeting materials and presentations. Work on this project is expected to go through May 2017.

Schedule

The grant award authorizes work from the beginning of February 2016 through May 2017. We anticipate the following schedule:

Task 1 (community vision, goals, and policies): completed by June 2016

Task 2 (dynamic buildable lands inventory): completed by December 2016

Task 3 (evaluation of UGB study areas): completed by March 2017

Task 4 (action and implementation plan): completed by May 2017

Consultant Role

The consultant will provide technical analysis and assistance for all tasks necessary for this project. The consultant will be the lead for Task 2 (dynamic buildable lands inventory) and Task 3 (evaluation of UGB study areas) with the city in the supporting role, and will provide support to the city as necessary for Task 1 (community vision, goals, and policies) and Task 4 (action and implementation plan). All pertinent information and data the City has will be made available to the consultant, including GIS data and planning documents. The consultant will need to be

familiar with the new OAR 660 Division 38 rules and will provide guidance to the city to ensure all project work will meet the new rule provisions. The consultant is expected to attend regular meetings of the Technical Advisory Committee (TAC), meetings of the Public Advisory Committee (PAC) as needed, and to assist city staff with meeting materials and presentations. The City will pay the consultant for services rendered at the completion of each identified task (1-4) per the agreed upon scope of work and contract.

City Role

The City will provide overall project management, be the lead for Task 1 (community vision, goals, and policies) and Task 4 (action and implementation plan), and will provide support to the consultant for Task 2 (dynamic buildable lands inventory) and Task 3 (evaluation of UGB study areas). The City will establish and convene a TAC and a PAC to guide the project. The City will prepare and distribute meeting agendas and summaries for all TAC and PAC meetings.

Proposal Information

Proposals should include the following information:

- Name and contact information of the authorized person and/or firm submitting the proposal, as well as names and responsibilities of other personnel who may work on this project. Include pricing policies and a cost estimate per task. [20 points]
- Summary of experience with similar projects and qualifications for this project. Persuasive proposals will also demonstrate an understanding of the Oregon UGB process. [40 points]
- A proposed scope of work, including a schedule of work for completion of the project elements by May 2017, and an estimated budget. [40 points]

Submit three (3) hard copies of your proposal to Newberg City Hall, either by US mail or direct delivery, by 4:00 pm on March 11, 2016. Proposals should be addressed to:

Jessica Pelz, AICP
City of Newberg
414 E First Street
Newberg, OR 97132

Please contact Jessica Pelz at 503-554-7744 or jessica.pelz@newbergoregon.gov with any questions regarding this RFP.

Proposals will be evaluated by a city selection committee based on the point scale listed above. The City of Newberg has contract requirements for insurance and other factors; see the City of Newberg Personal Services Contract in Attachment 2 for details.

Right to Award or Reject

This RFP does not obligate the City of Newberg to award a contract. The City of Newberg reserves the right to reject any or all proposals.

Attachments

1. Task Details
2. City of Newberg Personal Services Contract

"Working Together For A Better Community-Serious About Service"

Attachment 1: Task Details

Task 1: Goals and Objectives, Public Process

This task will use existing city documents and a collaborative public process to help establish a vision for the community related to future growth in both the residential and employment sectors. The public process may include a web survey, stakeholder interviews and/or focus groups, and business outreach, in addition to input from the PAC. The public process will focus on the community's views and values related to the current and future economic climate, growth, residential density, economic assets and opportunities. Pertinent goals, strategies, policies, previous visioning efforts, and other analysis will be reviewed, analyzed, and carried forward from the city's existing documents. The analysis will result in an updated Economy section of the city's comprehensive plan, including updated goals and policies to guide future planning efforts. The TAC will meet early to coordinate and organize task completion and later to review products from this task.

Products:

- Technical memorandum containing a review of existing economic goals, policies, and documents
- Technical memorandum containing a summary of public input and draft comprehensive plan amendments
- PAC meeting materials (e.g., agenda, summary, handouts)
- TAC meeting materials (e.g., agenda, summary, handouts)

Task 1 Timeline: February 2016 through June 2016

Task 1 budget: \$5,000

Task 2: Residential and Employment Buildable Land Inventory

This task will produce an updated buildable lands inventory (BLI) the city can rely upon for future planning to support a streamlined UGB analysis that could potentially begin in June 2017, when the city receives its population forecast from Portland State University.

This task will conduct a BLI for both residential and employment land using the city's GIS data and Yamhill County Assessor's data. The BLI will identify vacant, partially vacant, and re-developable lands for both residential and employment land in conformity with OAR chapter 660, division 38. This task will include making GIS maps and doing analysis of the proposed BLI. The BLI will be set up systematically so that it can serve as an "ongoing" buildable lands inventory – as development occurs after the completion of the original BLI on lands identified as vacant, partially vacant, or developed (redevelopment), the city would have a running count of its remaining buildable lands in each category. This task will include TAC and PAC meetings for review and comment.

Products:

- PAC meeting materials (e.g., agenda, summary, handouts)
- TAC meeting materials (e.g., agenda, summary, handouts)
- Hearings-ready draft BLI for residential and employment lands

Task 2 Timeline: Complete by December 2016

Task 2 budget: \$10,000

Task 3: Establishment and Evaluation of UGB Study Areas

The Newberg UGB amendment package was withdrawn from LCDC consideration after a failed mediation attempt with objectors. The city is interested in applying the new streamlined method to future UGB expansions. This task will use GIS to evaluate potential study areas based on the streamlined method in OAR chapter 660, division 38, as outlined below. This task will include TAC meetings to present draft and final study area, PAC meetings for review and comment, and potentially stakeholder interviews and/or focus groups.

This task includes the following subtasks:

1. Establish study area boundary
 - a. All lands in the city's acknowledged urban reserve
 - b. All lands within one mile from the city's current UGB
 - c. All exception areas within one and one-half miles from the city's current UGB
 - d. Identify potential constraints and adjust boundary (OAR 660-038-0160(2)-(3))
2. UGB Evaluation of Study Areas
 - a. First priority – Urban Reserves, exception lands
 - b. Second priority – Farm or forest land that is not “high-value” farmland
 - c. Third priority – Farm land that is “high-value” farmland
 - d. Farmland split between high value and other is determined by majority of land within a tract, but with maximum size of 100 acres
3. Exceptions:
 - a. Small amount of resource land needed to connect to larger higher priority land
 - b. Small amount of resource land (not “high-value”) completely surrounded by higher priority lands
4. Suitability for the Need
 - a. Existing parcelization (<2 acre lots) or development patterns make rural residential land unsuitable for employment use (requires findings)
 - b. Land would have qualified for exclusion in establishment of study area, but city kept it in study area anyway
 - c. Land is subject to natural resources overlay or conservation easement that eliminates development capacity
 - d. Land is committed to public uses (e.g., airport, park)
 - e. For industrial land – land is over 10% slope
5. Special provisions for rural residential lands brought into UGB
 - a. Parcels less than one acre assumed to have no additional development capacity
 - b. Parcels between one and two acres assumed to have overall development capacity of two dwelling units per acre
 - c. Parcels greater than two acres assumed to have normal development capacity

Products:

- Technical memorandum containing draft UGB study areas
- PAC meeting materials (e.g. agenda, summary, handouts)
- TAC meeting materials (e.g., agenda, summary, handouts)

Task 3 timeline: Complete by March 2017

Task 3 budget: \$10,000

Task 4: Action Plan and Implementation Policies

This task will create an action plan and implementation policies that will identify specific strategies to refresh, realign, and reinforce the city's economic development objectives and opportunities. The plan will also identify actions and policies necessary to achieve the identified residential density mix to satisfy the UGB streamlining rules; identify strategies to achieve community goals and objectives, particularly with regards to future planning efforts; and identify actions necessary to move forward with the analysis produced in Tasks 3 and 4, including evaluation of the benefits and risks to continue on the streamlined path or revert to the traditional UGB path. This task will include TAC meetings to present the draft and final action plan, PAC meetings for review and comments, and potentially stakeholder interviews.

Products:

- Draft action plan and implementation policies
- PAC meeting materials (agenda, summary, etc.)
- TAC meeting materials (agenda, summary, etc.)
- Final action plan and hearings-ready implementation policies

Task 4 timeline: Complete by May 2017

Task 4 budget: \$5,000

Attachment 2: Newberg Personal Services Contract

CITY OF NEWBERG

AGREEMENT WITH _____ TO PROVIDE CONSULTING SERVICES TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this ___ day of _____, _____ by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

(Consultant's name)

(Address)

(Phone)

(Fax)

hereinafter called **Consultant**.

RECITALS:

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using the _____.(insert words addressing the screening and selection process) to provide services related to the XYZ Project.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on _____, (insert date that work is completed in accordance with Schedule) whichever date occurs first. This fact notwithstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of a **Consultant** warranty or any fault or defect in **Consultant's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach, unless **Consultant** has cured such defect or deficiency within

a reasonable period of time following notice of such claim.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$ _____

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** foresees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the not-to-exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

Attachment 2: Newberg Personal Services Contract

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Additional Work Not Shown within the Scope of Work: If City requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference: This Agreement, Attached Exhibits, and _____. (insert any other documents that should be referenced) Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its Subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Commercial General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$500,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

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14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawings and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible copies of final work product, including digital files of text and drawings, shall be provided to **City** at the conclusion or termination of this Contract. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney fees arising out of the City's use of any instruments of professional service for purposes outside the scope of this Contract.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral,

courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

17. **Notification:** All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. If directed to the **City**: City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: Steve Olson. If directed to the **Consultant**: Attn: _____ at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

Division Approval: _____

CITY OF NEWBERG

By: _____

Name: _____

Title: _____

Date: _____

Recommended for Approval By:

Approved as to form:

Doug Rux
Community Development Director

Truman A. Stone
City Attorney