



# City of Sandy

## Agenda

### City Council Meeting

Meeting Date: Tuesday, January 3, 2023

Meeting Time: 7:00 PM

Page

#### **1. CITY COUNCIL REGULAR MEETING**

This meeting will be conducted in a hybrid in-person / online format. The Council will be present in-person in the Council Chambers and members of the public are welcome to attend in-person as well. Members of the public also have the choice to view and participate in the meeting online via Zoom.

To attend the meeting in-person

Come to Sandy City Hall (lower parking lot entrance).  
39250 Pioneer Blvd., Sandy, OR 97055

To attend the meeting online via Zoom

Please use this link: <https://us02web.zoom.us/j/83841950488>

Or by phone: (253) 215-8782; Meeting ID: 83841950488

Please also note the public comment signup process below.

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. OATHS OF OFFICE**

3.1. **Mayor and City Councilors' Oaths of Office**

[Oaths of Office - Pdf](#)

3 - 7

#### **4. ROLL CALL**

#### **5. CHANGES TO THE AGENDA**

#### **6. ELECTION OF COUNCIL PRESIDENT**

6.1. **Election of Council President**

[Election of Council President - Pdf](#)

8

#### **7. PUBLIC COMMENT**

The Council welcomes your comments at this time.

If you are attending the meeting in-person

Please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

If you are attending the meeting via Zoom

Please complete the [online comment signup webform](#) by 3:00 p.m. on the day of the meeting.

The Mayor will call on each person when it is their turn to speak for up to three minutes.

**8. RESPONSE TO PREVIOUS PUBLIC COMMENTS**

**9. CONSENT AGENDA**

- 9.1. **City Council Minutes** 9 - 14  
[City Council - 19 Dec 2022 - Minutes - Pdf](#)
- 9.2. **Appointment of Library Advisory Board Members** 15 - 19  
[Appointment of Library Advisory Board Members - Pdf](#)

**10. NEW BUSINESS**

- 10.1. **Hoodview Disposal & Recycling Rate Increase Discussion** 20 - 23  
[Hoodview Disposal & Recycling Rate Increase Request - Pdf](#)
- 10.2. **Contract Award for Community Campus Park Improvement Project** 24 - 75  
[Contract Award for Community Campus Park Improvement Project - Pdf](#)

**11. REPORT FROM THE CITY MANAGER**

**12. COMMITTEE /COUNCIL REPORTS**

**13. STAFF UPDATES**

- 13.1. [Monthly Reports](#)

**14. ADJOURN**



## Staff Report

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**Meeting Date:** January 3, 2023

**From** Jeff Aprati, City Recorder

**SUBJECT:** Oaths of Office

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**BACKGROUND / CONTEXT:**

Chapter VI, Section 30 of the [Sandy City Charter](#) states that "before entering upon the duties of his office, each officer shall take an oath or shall affirm that he will support the constitutions and laws of the United States and of Oregon and that he will faithfully perform the duties of his office."

The oath documents are attached to this staff report. The Mayor's oath will be administered first, followed by the City Councilors in order of their seat number.

**Oaths of Office**

1. Mayor Pulliam
2. Councilor Mayton
3. Councilor Smallwood
4. Councilor Exner



## OFFICIAL OATH OF OFFICE

I, **Stan Pulliam**, do solemnly swear, that I will support the constitution and laws of the United States, and of the State of Oregon, and that I will to the best of my ability, faithfully perform the duties of Mayor of Sandy, during my entire term of office, so help me God.

---

Stan Pulliam  
Mayor

Subscribed and sworn before me this 3rd day of January, 2023

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Jeff Aprati  
City Recorder



## OFFICIAL OATH OF OFFICE

I, **Chris Mayton**, do solemnly swear, that I will support the constitution and laws of the United States, and of the State of Oregon, and that I will to the best of my ability, faithfully perform the duties of Sandy City Councilor, during my entire term of office, so help me God.

---

Chris Mayton  
City Councilor, Position 1

Subscribed and sworn before me this 3rd day of January, 2023

---

Jeff Aprati  
City Recorder



## OFFICIAL OATH OF OFFICE

I, **Laurie Smallwood**, do solemnly swear, that I will support the constitution and laws of the United States, and of the State of Oregon, and that I will to the best of my ability, faithfully perform the duties of Sandy City Councilor, during my entire term of office, so help me God.

---

Laurie Smallwood  
City Councilor, Position 2

Subscribed and sworn before me this 3rd day of January, 2023

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Jeff Aprati  
City Recorder



## OFFICIAL OATH OF OFFICE

I, **Carl Exner**, do solemnly swear, that I will support the constitution and laws of the United States, and of the State of Oregon, and that I will to the best of my ability, faithfully perform the duties of Sandy City Councilor, during my entire term of office, so help me God.

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Carl Exner  
City Councilor, Position 5

Subscribed and sworn before me this 3rd day of January, 2023

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Jeff Aprati  
City Recorder



## Staff Report

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**Meeting Date:** January 3, 2023  
**From** Jeff Aprati, City Recorder  
**SUBJECT:** Election of Council President

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### **BACKGROUND / CONTEXT:**

Chapter IV, Section 18 of the [Sandy City Charter](#) states that at the first meeting of each odd-numbered year, the Council shall elect a president from among its membership.

The duties of the Council President are defined in the Charter as follows: "In the mayor's absence from a council meeting, the president shall preside over it. Whenever the mayor is unable to perform the functions of his office, the president shall act as mayor."

### **RECOMMENDATION:**

- Nominate candidate(s). An individual should be nominated and seconded
  
- Vote to elect a nominee.
  - If multiple councilors are nominated, council members should vote for whomever they prefer.
  - The nominee receiving a majority of votes will be elected Council President





**MINUTES**  
**City Council Meeting**  
**Monday, December 19, 2022 7:00 PM**

**COUNCIL PRESENT:** Stan Pulliam, Mayor; Jeremy Pietzold, Council President; Laurie Smallwood, Councilor; Richard Sheldon, Councilor; Kathleen Walker, Councilor; and Carl Exner, Councilor

**COUNCIL ABSENT:** Don Hokanson, Councilor

**STAFF PRESENT:** Jordan Wheeler, City Manager; Jeff Aprati, City Recorder; Tyler Deems, Deputy City Manager; Josh Soper, City Attorney; Jenny Coker, Public Works Director; Ernie Roberts, Police Chief; and Rochelle Anderholm-Parsch, Parks and Recreation Director

**MEDIA PRESENT:** Sandy Post

1. **CITY COUNCIL REGULAR MEETING**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Changes to the Agenda**  
(none)
5. **Public Comment**  
(none)
6. **Response to Previous Public Comments**
7. **Consent Agenda**
  - 7.1. **City Council Minutes**  
  
December 5, 2022  
December 14, 2022
  - 7.2. **Parks and Recreation Truck Purchase**  
  
Staff Report - 0644  
  
**Moved by Laurie Smallwood, seconded by Kathleen Walker**

***Adopt the consent agenda***

**CARRIED. 6-0**

Ayes: Stan Pulliam, Jeremy Pietzold, Laurie Smallwood,  
Richard Sheldon, Kathleen Walker, and Carl Exner

Absent: Don Hokanson

**8. Resolutions**

**8.1. PUBLIC HEARING: Master Fees and Charges Update**

Staff Report - 0643

Staff Report

The **Deputy City Manager** summarized the staff report, which was included in the agenda packet.

Council discussion ensued on the following topics:

- Business licenses
  - Clarification on residential rental business fee requirements
  - Assurance that this fee structure would cover the City's administrative costs
  - Note that the fees would represent a modest increase in revenue
  - Discussion on exempt entities, such as government agencies
- Water fees
  - Distinctions between water meter fees and water testing fees
  - Issues arising from old water meters spinning too slowly
  - Possibilities for instituting backflow program fees in the future (currently no fee exists)
- System development charges
  - Discussion on implementation timelines and context of recent adjustments
  - Importance of ensuring sufficient revenue for ongoing critical projects
  - Context of current housing market trends, interest rates, and economic concerns
  - Clarification on transportation 'per trip' calculations
  - Need for a stormwater SDC
- SandyNet
  - Clarification on new rates for rural customers

- Discussion on whether the \$100 installation fee adequately covers costs
- Need for a SandyNet master plan

Public Testimony  
(none)

**Moved by Laurie Smallwood, seconded by Jeremy Pietzold**

***Close the public hearing***

**CARRIED. 6-0**

Ayes: Stan Pulliam, Jeremy Pietzold, Laurie Smallwood,  
Richard Sheldon, Kathleen Walker, and Carl Exner

Absent: Don Hokanson

**Moved by Jeremy Pietzold, seconded by Carl Exner**

***Approve Resolution 2022-28***

**CARRIED. 6-0**

Ayes: Stan Pulliam, Jeremy Pietzold, Laurie Smallwood,  
Richard Sheldon, Kathleen Walker, and Carl Exner

Absent: Don Hokanson

**9. Old Business**

**9.1. Water Master Plan Acceptance**

Staff Report - 0640

The **Public Works Director** summarized the staff report, which was included in the agenda packet. The Council discussed this item at length at a work session held on December 5, 2022.

**Moved by Jeremy Pietzold, seconded by Richard Sheldon**

***Accept the 2022 Water Master Plan and authorize staff to begin the process to adopt the Water Master Plan as an addendum to the Comprehensive Plan***

**CARRIED. 6-0**

Ayes: Stan Pulliam, Jeremy Pietzold, Laurie Smallwood,  
Richard Sheldon, Kathleen Walker, and Carl Exner

Absent: Don Hokanson

**10. New Business**  
(none)

**11. Staff updates**

**11.1. Certified Results of November 8, 2022 General Election**

The **City Recorder** summarized the certified results of the November 8, 2022 General Election, which were included in the agenda packet. Oaths of office will take place on January 3, 2023. The Oregon Health Authority was notified of the results of the City's referral regarding psilocybin facility prohibition.

**11.2. Monthly Reports**

**12. Report from the City Manager**

Update on Measure 114

The **Police Chief** provided an update on Measure 114, a firearm regulation measure that was approved by voters at the November 8, 2022 election. Discussion ensued on the following issues:

- Implementation of the measure would create a heavy administrative burden for the Police Department
- Ongoing legal challenges are allowing the City additional time to plan
- Anticipated heavy demand for permits if the measure is implemented as intended
- The cap on permit fees will limit the City's ability to cover administrative costs
- Outreach and coordination between public safety agencies is occurring statewide
- It is the City's desire to provide excellent customer service
- Safety training would represent an especially heavy lift for the Department, but opportunities may exist for third party entities to provide the training
- Sandy may act as a hub for surrounding rural areas
- Funding may exist (public or private) to help implement the program
- Many questions remain regarding the referral process between cities and counties
- A current backlog exists for firearm background checks
- Concerns exist about the City's liability; it appears the Police Chief would be the ultimate decider for permits
- It may be possible to refer non city residents to the county
- Questions exist regarding the City's insurance coverage in the event of litigation

- Questions exist regarding the City's liability in the event permit denials are challenged in court
- It was noted the City issues firearms to its police officers
- It was acknowledged the measure may affect local businesses

The **City Manager** also recognized outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community

### 13. **Committee /Council Reports**

#### **Councilor Exner**

- Recognition of outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community
- Praise for Clackamas County's programs assisting those with opioid addiction issues
- Reminder on the need to restart the Public Art Advisory Board

#### **Councilor Walker**

- Recognition of outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community
- Recognition of the success of the Kiwanis basket program

#### **Councilor Sheldon**

- Recognition of outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community

#### **Councilor Smallwood**

- Recognition of outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community

#### **Council President Pietzold**

- Reflections on his years of service
  - Praise for his Council colleagues
  - Pride in SandyNet as a national leader in broadband
  - Appreciation for staff
  - Importance of collegiality
  - Value of volunteerism and community service
  - The need to be genuine and personable; to listen to others and to laugh
  - Importance of the following accomplishments:
    - Staff compensation study
    - Sandy Style

- 362nd / Bell extension
- Extension of Dubarko Rd
- Water system redundancy

**Mayor Pulliam**

- Praise for the holiday appreciation lunch
- \$100 million may be available for small rural communities in the upcoming state legislative session
- Praise for the new SAM connection to Clackamas
- Shortest Day Walkway will occur on Wednesday in Meinig Park
- Reflections on the many accomplishments of this Council
- Recognition of outgoing **Council President Pietzold** for his years of leadership and dedicated service to the community

**14. Adjourn**

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Mayor, Stan Pulliam

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City Recorder, Jeff Aprati



## Staff Report

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**Meeting Date:** January 3, 2023

**From** Sarah McIntyre, Library Director

**SUBJECT:** Appointment of Library Advisory Board Members

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**DECISION TO BE MADE:**

Whether to accept the interview panel's recommendation to appoint/reappoint members to the [Library Advisory Board](#)

**PURPOSE / OBJECTIVE:**

These appointments will maintain the Board at a full seven members

**BACKGROUND / CONTEXT:**

In November 2022 the City opened up the Library Advisory Board application. There were four open positions. Three people reapplied; one new person applied.

**KEY CONSIDERATIONS / ANALYSIS:**

The Mayor, two City Councilors (Walker and Sheldon), and the current Chair of the Library Advisory Board interviewed the applicants in December, and decided unanimously to bring appointment/reappointment to the full City Council.

**RECOMMENDATION:**

- The interview panel recommends the appointment of Alex Steinmetz to the Library Advisory Board to represent the Hoodland Service Area
- The interview panel recommends reappointment of Kathleen Draine, Heather Michet, and Bethany Shultz to the Library Advisory Board

**SUGGESTED MOTION LANGUAGE:**

"I move to appoint Alex Steinmetz to Seat #1, and to reappoint Kathleen Draine, Heather Michet, and Bethany Shultz to their current seats on the Library Advisory Board, as recommended in the staff report."

**LIST OF ATTACHMENTS/EXHIBITS:**

- Applications

First Name Alexandra

Last Name Steinmetz

Email [REDACTED]

Phone Number [REDACTED]

Address 23306 E Wind Tree Loop

City Rhododendren

State OR

Zip Code 97049

Mailing Address (if different)

Please explain your interest in serving on the Library Advisory Board

As a member of a small community, I understand the needs that libraries fulfill. Now, more than ever, our libraries need our support to keep them running as a safe haven for the community.

What knowledge, education, or skills would you bring to the Board?

I am an avid reader, so the library has a special place in my heart. I am currently a member of the Hoodland Women's Club, as well as the current president of my HOA. Both of these roles have allowed me to ingrain myself in the community, as well as learn the processes by which meetings are run and held.

Upload Current Resume [alexandra.steinmetz.resume.pdf](#)

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.



First Name Kathleen

Last Name Draine

Email [REDACTED]

Phone Number [REDACTED]

Address 47698 Se Coalman Rd

City Sandy

State OR

Zip Code 97055

Mailing Address (if different) PO Box 1522

Sandy, OR 97055

Please explain your interest in serving on the Library Advisory Board

As a current Board member (for the unincorporated portion of the Sandy Service District) and as the Board's representative to the County Library District Advisory Council [LDAC], I would like to pursue two ongoing projects at the Library District level that affect both the Sandy and Hoodland libraries. The first is getting more County support for the cost of renting Hoodland Library's physical space. The second is assuring that Library District Revenue throughout the District is allocated solely to operating costs, as promised when the District was formed. Any diversion of funds at any of the District libraries means that Sandy and Hoodland patrons suffer more limited borrowing options and bear a bigger lending burden.

In addition, as an "unincorporated area" representative, I want to make sure the revenue contributions from the unincorporated patrons to Sandy lead to services meeting the varied needs of those patrons.

What knowledge, education, or skills would you bring to the Board?

- Working at the Sandy Library as its Reference Librarian from 1999 to 2013, when I retired.
- Active participant in the process of creating the current Library District (2007-2009).
- Library Advisory Board member since 2018.
- Sandy/Hoodland Libraries' representative to LDAC since 2018.

Upload Current Resume

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

First Name Heather

Last Name Michet

Email [REDACTED]

Phone Number [REDACTED]

Address 39385 Idleman St.

City Sandy

State OR

Zip Code 97055

Mailing Address (if different) PO Box 852

Sandy OR 97055

Please explain your interest in serving on the Library Advisory Board

Libraries and their services are foundational to a community and society to educate and expand one's mind and opportunities. Reading and literacy are very important to me as is the library's service district population. I wish to support the Sandy and Hoodland libraries by serving on the board to further their purposes and positively impact the communities. We must have equal access to information and resources for all community members; our libraries greatly help provide this.

What knowledge, education, or skills would you bring to the Board?

Former staff member at Sandy, Gladstone and Estacada libraries so I'm aware of what it takes to run the libraries;

I am a problem solver and great brainstormer that are needed to create innovative solutions to issues our libraries are facing;

Current board member with over 5 years of experience on the board.

Upload Current Resume [resume for lib adv bd 10.28.22.doc](#)

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.

First Name Bethany

Last Name Shultz

Email [REDACTED]

Phone Number [REDACTED]

Address 38329 Miller St

City Sandy

State OR

Zip Code 97055

Mailing Address (if different)

Please explain your interest in serving on the Library Advisory Board

My family uses the library all the time. We love the activities, checking out books, and using all the services we can. I have 2 young kids and we are in the library as much as possible. The library is super important to me as a teacher and as a mom and I have loved the opportunity to be involved as much as I can.

What knowledge, education, or skills would you bring to the Board?

I was Council Liaison to the Library Board for 2 years. Over that time I learned a lot about the history and structure of our library system. I regularly attended Board meetings and brought back knowledge to the Council to try to be as supportive as I could be to our library. After my term ended, I applied to and started serving on the Library Board as a member. I have enjoyed learning even more and bringing my passion as an educator and mom as well as my experience in public service to my role as an advisory board member.

Upload Current Resume [resume\\_2.pdf](#)

By checking this box, I agree to the following: I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to appoint me, or for removal should I be appointed. I also affirm that I have read and understand the Sandy Code of Conduct for members of Boards and Commissions (available as a Supporting Document on this webpage), and I understand its application to my role and responsibilities while serving on a City Board. I pledge to conduct myself according to the Sandy Boards and Commissions Code of Conduct, and I understand that the City Council may remove me from my position if my conduct falls below these standards.



## Staff Report

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**Meeting Date:** January 3, 2023

**From** Tyler Deems, Deputy City Manager

**SUBJECT:** Hoodview Disposal & Recycling Rate Increase Request

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**DECISION TO BE MADE:**

No decision tonight. This is just an informational meeting for the franchisee to present the request.

**PURPOSE / OBJECTIVE:**

Discuss the rate increase requested by Hoodview Disposal & Recycling.

**BACKGROUND / CONTEXT:**

Hoodview Disposal & Recycling holds an exclusive franchise with the City of Sandy to provide the collection and transportation of solid waste, recyclable materials, and yard debris within city boundaries. Per Section 7.3 of [the franchise agreement](#), rates will be adjusted on an annual basis. Rates are approved by City Council resolution. The last rate increase went into effect in March 2022, and was equal to \$1.21 per month for the 35 gallon cart service.

The franchisee has requested a work session with the City Council to present the rate increase request, which would become effective in March 2023. The request is attached to this staff report, and discusses the current circumstances and status of the recycling markets. The rate increase is equal to approximately 5.6%, and would be \$1.89 per month for the 35 gallon cart service.

The monthly rate is set by a few different components: operating and tipping fees.

- The formula to calculate the operating component of the fee is based on 80% of the annual change in CPI-U or 5%, whichever is less. The period used for this CPI measurement was the first half of 2021 versus the first half of 2022, and was equal to 6.52%, above the 5% maximum threshold.
- The tipping fee component has two distinct areas: solid waste disposal and yard debris processing:
  - There are no changes to the solid waste disposal component of the rate.
  - The yard debris processing component is based off the tipping fee, which is increasing by over 27% on January 1, 2023, from \$11.00 to \$14.00.

Section 7.3.1 of the agreement states: "Subject to the terms herein, the Company shall be entitled to an annual adjustment of all rates." The requested rate increase meets the criteria outlined in the franchise agreement. As discussed during last year's rate request meeting, if the request meets the criteria of the agreement, the Council shall approve the request.

Staff will place a resolution on the January 17th consent agenda to formally approve the rate increase. Hoodview Disposal and Recycling's team will then have the month of February to notice customers for the rate change before the effective date of March 1, 2023

**RECOMMENDATION:**

Receive information from members of the Hoodview Disposal and Recycling team, and discuss the requested rate increase.

**LIST OF ATTACHMENTS/EXHIBITS:**

- Rate Increase Request



November 10, 2022

City of Sandy  
Attn: Tyler Deems  
39520 Pioneer Blvd.  
Sandy, OR 97055

Hello Tyler,

Per our conversation Hoodview Disposal and Recycling would like to propose a rate adjustment for solid waste and recycling services in the City of Sandy effective March 1, 2023. Section 7.3 of the franchise agreement references rates will be adjusted on an annual basis. I have included an analysis on the rate adjustment for your review that aligns with the contract language.

In addition to the disposal and operating component per the franchise agreement, our business has experienced dramatic increases in fuel, labor, and an exceptionally large increase in the cost to recycle. Fuel has increased nearly 70% year over year which is a big cost component of our P&L. As a company we have also raised employee wages significantly to remain competitive in such a challenging labor market, and the cost of recycling has increased unprecedentedly due to the declining economy and less demand for materials. The industry in general has experienced significant cost pressures and headwinds.

Thank you for your time and consideration on this request. Hoodview Disposal and Recycling truly appreciates the great working relationship we have with the City of Sandy. If you have any questions, please feel free to give me a call anytime.

Sincerely,

A handwritten signature in black ink that reads "Josh Brown".

Josh Brown  
District Manager



**Analysis of Proposed Rate Increase for Average Single-Family  
Customer Using 35-gallon Roll Cart  
Effective March 1, 2023**

	<u>Current Rate</u>	<u>Increase</u>	<u>New Rate</u>
Operating Component	\$ 20.03	\$ 1.00	\$ 21.03
Tipping Fee Components:			
Solid Waste Disposal	6.94	-	6.94
Recyclable Materials Processing	3.00	-	3.00
Yard Debris Processing	<u>3.27</u>	<u>0.89</u>	<u>4.16</u>
	<u>\$ 33.24</u>	<u>\$ 1.89</u>	<u>\$ 35.13</u>

*Calculation of Component Increase Percentages:*

**Operating Component** - Section 7.3.2; Adjustment of the Operating Component; based on 80% of the annual change in the CPI-U or 5.00%, whichever is less

CPI U 2022 1st Half	314.466	
CPI U 2021 1st Half	290.781	
80% of annual change in CPI U		6.52%
Eligible Increase - CPI-U or 5% whichever is less		5.00%

**Solid Waste Disposal** - Section 7.3.3; Adjustment of the Tipping Fee Component; pass through of actual tipping fee increases from regulatory agencies

January 1, 2023 tip fee at Troutdale (\$/ton)	120.900	
Current Troutdale tip fee in contract (\$/ton)	120.900	
Percent increase in net tip fee at Troutdale		0.00%

**Recyclable Materials Processing** - Section 7.3.3; There shall be no adjustment to the Recyclables Materials Processing tipping Fee Component of each rate over the Term of the Agreement.

**Yard Debris Processing** - Section 7.3.3; Adjustment of the Tipping Fee Component; pass through of actual tipping fee increases from regulatory agencies

January 1, 2023 tipping fee (\$/CY)	14.000	
Current tipping fee in contract (\$/CY)	11.000	
Percent increase in yard debris tipping fee		27.27%



## Staff Report

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**Meeting Date:** January 3, 2023

**From** Rochelle Anderholm-Parsch, Parks and Recreation Director

**SUBJECT:** Contract Award for Community Campus Park Improvement Project

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### **DECISION TO BE MADE:**

There are two contracts pertaining to the Community Campus Park Improvement Project.

1. Whether to award a contract for Architecture and Engineering Services to Lango Hansen Landscape Architects in the amount of \$418,120.
2. Whether to award a contract for public engagement and design services for a pump track and skate park to American Ramp Company in the amount of \$52,080.

### **PURPOSE / OBJECTIVE:**

Approval for the City Manager to award two contracts so staff can proceed with the Community Campus Park Improvement. 1) The design and engineering contract to Lango Hansen Landscape Architects, 2) The design contract for a pump track, and skate park to American Ramp Company.

### **BACKGROUND / CONTEXT:**

It was the desire of the Council, in consultation with the Community Campus Council Subcommittee (CCS), that the Parks and Recreation Department proceed with the development of a community park at the Community Campus.

### **DECISION MAKING HISTORY:**

In 2022 the Council decided to proceed with park development at the Community Campus first. Details on this decision making process are provided below.

During a [March 5, 2022](#) Council Goal Setting meeting staff presented to Council. The consensus was for a process that would result in park improvements that could be implemented on a faster timeline, thus helping drive momentum for the overall project.

[May 2, 2022](#) staff updated and responded to the Council by creating a Request For Proposal (RFP) that combined the work but had two parts. The first part was for the park development; and second, was a bond-ready schematic design for the Recreation and Aquatic Center. The RFP was advertised on May 26, 2022, and closed July 14, 2022. The RFP solicitation for the combined park improvement and bond ready schematic for an aquatic and recreation center produced zero responses.



July 18, 2022 the City Manager informed the Council that the combined RFP produced no submittals and staff would look at moving forward with the park only, in consultation with the CCS.

August 1, 2022 staff met with the CCS to discuss the option of a standalone park RFP. The CCS determined that a standalone park RFP could produce more consultant interest and create community excitement around a new centrally located community park. The project would meet Council goal #8, and would achieve some of the key park priorities as listed in the newly adopted [Parks and Trails Master Plan](#).

Late summer of 2022 staff started to research design and build firms for skateparks, bike playgrounds, bike parks and pump tracks. This research included reviewing portfolios, calling references, and speaking with other park and recreation professionals. As indicated in the parks master plan there was community interest in prioritizing a pump track and the replacement of the existing aging skate park. Based on staff's research, directly contracting with a pump track and skatepark company for these park elements was the preferred option.

It was determined by staff that American Ramp Company (ARC) was most suited and uniquely qualified to manage the pump track and skatepark scope desired by City staff. These particular park elements are very specific and require focused public input and technical knowledge. City staff will contract directly with American Ramp Company who will work alongside the landscape architect to create the ideal site layout, including the square footage for the active recreation elements. A direct contract will also save on design fees. After the design work is complete the City can qualify bidders and then pursue a RFP for construction, resulting in additional cost savings.

October 2022 a revised RFP that included only the design and engineering work for the park improvement was advertised. The City received four submittals. The selection committee consisting of the Parks and Recreation Director, the Parks Board Chair, the Development Services Director, and the Parks Manager graded and interviewed the top-three ranked firms.

December 5, 2022 the selection committee, including a CCS member, conducted interviews. There was an overwhelming agreement on the preferred firm; Lango Hansen Landscape Architect.

A tabulation of the total score (combined written and interview) is included below:

<b>FIRM</b>	<b>SCORE</b>
Lango Hansen	769
PBS	686
Mackenzie	670

December 6, 2022 the City issued an “Intent to Award” to Lango Hansen Landscape Architects (LHLA). Staff then negotiated the scope and price which has been presented this evening for Council’s approval.

December 13, 2022 the CCS met with staff and discussed the selection process of the preferred consultant and the work to be completed by American Ramp Company. And lastly, the creation of a Project Advisory Team. The Park PAC includes the members of the CCS. The Project Advisory Team’s Roles and Responsibilities is attached to this staff report. The CCS supported the Park Project Advisory Committee and their continued involvement providing project advocacy and feedback to staff.

### **LANGO HANSEN SCOPE AND CONTRACT PRICE**

Contract award: **\$418,120.**

This contract includes Lango Hansen managing the following sub-consultants:

- Public Engagement with JLA. (JLA was the firm that did public engagement for the Parks and Trails Master Plan.)
- Electrical, Civil, Geotechnical, and Traffic Engineers

Lango Hansen will provide project management and administration, schematic design and public engagement. Public engagement includes; PAC meetings, Parks and Trails Advisory Board meetings, council meetings, 3 public open houses, online surveys, and city staff meetings. Lango Hansen is also assisting the City with submitting for the Oregon Parks and Recreation Departments Local Government Grant, which has a deadline of April 1, 2023.

Lango Hansen’s work includes design development, including land use submittal documentation. Their contract scope includes cost estimates, construction documents and construction permits, bidding assistance and construction observation. A detailed description is provided in Attachment C.

### **AMERICAN RAMP COMPANY (ARC) SCOPE AND PRICE**

Contract Award: **\$52,080**

ARC’s organizational chart is uniquely qualified to work with the City for the design of the action sports park elements. Under ARC is Progressive Bike Ramps (PBR). PBR has wood jumps, prefab concrete jumps and ramps, bike park and bike playground elements. Velosolutions is the pump track division under ARC. Velosolutions has completed over 498 pump tracks in 32 countries. ARC designs and builds skateparks along with Pivot Custom who is a division of ARC.

To receive necessary technical design results, focused public engagement, and to save on design costs and eventually construction costs, the City will directly contract with

American Ramp Company. ARC scope includes community engagement and presentations, element design coordination with Lango Hansen, site review, conceptual design and revisions, and a final design.

A detailed description is provided in Attachment E.

### **PROJECT TIMELINE**

#### **Jan. 2023 - April 1, 2023**

- Jan. 3, 2023: Award contract
- Jan. 5, 2023: Site meeting and project kick-off
- Jan. 9, 2023: First PAC meeting
- Jan. 11, 2023: First PTAB meeting
- Jan. 17, 2023: First Council Meeting
- Jan. 26, 2023: First public open house
- Feb, 2023 - March 23, 2023: continue public engagement, PTAB meetings, Council updates, and PAC meetings
- April 1, 2023: Grant deadline

#### **After April 2023**

Start the design development and land use process. Develop construction documents, and bid and build the park. Goal is to break ground Quarter 1 or 2 of 2024.

### **KEY CONSIDERATIONS / ANALYSIS:**

This park project will accomplish the development of a community park which is listed as a park priority in the 2022 Parks and Trails Master Plan. It also meets the intentions of Council Goal #8(c), "Develop a plan for the Community Campus".

Time is of the essence. **With the award of these contracts, staff will be able to meet an April 1, 2023 grant deadline providing the opportunity to seek additional significant funding**, anywhere from \$500,000-\$750,000.

Sources of funding are also a key consideration. This project is eligible for Park SDC's and there is \$3.0M cash in urban renewal funds from the original purchase of Cedar Ridge Middle School. Combining SDC's and SURA cash equates to roughly \$4.0M-\$5.0M in available funding for this project. Available funds could increase or decrease based on revenue generated through collected Parks SDC's, and whether or not the City receives grant funding.

### **RECOMMENDATION:**

Staff recommends that the Council provides approval for the City Manager to execute two contracts so staff can proceed with the Community Campus Park Improvements: 1) The design and engineering contract to Lango Hansen Landscape Architects, and 2) The design contract for a pump track, and skate park to American Ramp Company.

**BUDGETARY IMPACT:**

Design Fee Total:

- Lango Hansen Contract: \$418,120
- American Ramp Company: \$52,080
- **Total Design Fees: \$470,200**

Available Funding Sources:

- Dedicated SURA funds (\$3M cash in SURA from original purchase): \$3.0M
- Parks SDC's: \$2.0M

Design Fees will be paid out of SDC's.

Construction Cost Estimates:

Construction cost estimates will be delivered throughout the project timeline. These estimates will help inform staff, City Council, and the PAC as to the cost to construct the park. Cost estimates are an essential tool to help determine if the project can be built all at once, or if a phased approach is necessary. Cost estimates also shed light on park elements that could be provided at a lower cost, or scaled down, to save on construction costs.

Staff will bring back a construction contract to the SURA Board and Council at a later date.

**SUGGESTED MOTION LANGUAGE:**

First Motion: "I move to approve the award of the design and engineering contract to Lango Hansen Landscape Architects, and authorize the City Manager to execute a contract in the amount of \$418,120 for the Community Campus Park Improvement Project."

Second Motion: "I move to approve the award of the design and public engagement of a pump track and skate park to American Ramp Company, and authorize the City

Manager to execute a contract in the amount of \$52,080 for the Community Campus Park Improvement Project."

**LIST OF ATTACHMENTS/EXHIBITS:**

- Attachment A: Project Advisory Committees Roles and Responsibilities
- Attachment B: Professional Services Contract - Lango Hansen Landscape Architects
- Attachment C: Scope of Services - Lango Hansen Landscape Architects
- Attachment D: Professional Services Contract - American Ramp Company
- Attachment E: Scope of Services - American Ramp Company

## ATTACHMENT A



38348 Pioneer Blvd.,  
Sandy, OR 97055  
503-668-5569

### **SANDY COMMUNITY CAMPUS PARK PROJECT ADVISORY COMMITTEE (PPAC)** **ROLES AND RESPONSIBILITIES**

December 2022

#### Project Background

In 2016 the City of Sandy purchased property now known as the Community Campus from the Oregon Trail School District. The site is 14.00 total acres, with 0.25 of those as developed acres, and 7.10 acres that is considered natural area or open space.<sup>1</sup> This purchase included the Olin J. Bignall Aquatic Center, currently closed, and the old Cedar Ridge Middle School, also closed to the public. From June 2018 to May 2019 the City opened, operated, and maintained the aquatic center. On April 19, 2021, the Council requested the formation of a Pool Exploratory Task Force (PETF) to evaluate options and provide a recommendation to the Council regarding the future of the Olin J. Bignall Aquatic Center. The full PETF report can be found [here](#).

Based on direction provided to staff by the Council and input from the Community Campus Subcommittee staff will proceed with the park improvement portion of the campus first. This work includes design refinement of the park concept found in the Parks and Trails Master Plan through targeted and robust public engagement. Once a preferred design is chosen, construction drawings will be created and construction of the park will start.

Key elements of the park project include:

- Secure a professional architect and engineering consultant to lead the preparation of 100% construction documents for the park redevelopment and improvements. The goal is to provide design and engineering documents, including cost estimates for the design and construction process.
- Consultant will have total responsibility for the design and documentation required for bidding and will provide construction phase services necessary for the complete implementation of the design of the project.
- Consultant will provide a final design that is cost effective, aesthetically appropriate and meets the programming needs of the City's Parks and Recreation Department and the community.
- Consultant will work with focus groups and the community. The consultant will develop a project schedule that includes a minimum of four (4) public engagement meetings. Parks staff will provide a list of potential community members to the consultant.

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<sup>1</sup> Sandy Parks and Trails Master Plan. (n.d.). Retrieved January 4, 2022, from [https://www.ci.sandy.or.us/sites/default/files/fileattachments/parks/project/10951/parks\\_and\\_trails\\_master\\_plan\\_-\\_2021.pdf](https://www.ci.sandy.or.us/sites/default/files/fileattachments/parks/project/10951/parks_and_trails_master_plan_-_2021.pdf)

- Consultant will work alongside the City’s contractor leading the design and build of a skate park, pump track and/or bike park. The City will directly contract through cooperative purchasing a consultant to design and build a skate park, pump track, and/or bike park.
- The final architectural and engineering work and Park Plans will include the following components:
  - Design Development Documents
  - Construction Documents
  - Permitting
    - Assist the city in obtaining the required permits and approvals
  - Bid Support
  - Construction Observation
  - Project Management
  - Project Close-Out
- Main Program Design Elements:
  - Playground
  - Picnic area
  - Parking area
  - Site grading, track removal
  - Park trails
  - Informal play area
  - Bike pump track
  - Skate park
  - Event space

### Project Advisory committee (PAC) Purpose and Charge

According to Resolution 2021-35 “Standard Procedures for City Boards” the Sandy Board Operational framework is considered a Project Advisory Committee (PAC) and will operate in accordance with these requirements. The PAC will contribute expertise and insight into the design considerations for the Sandy Community Campus Park Improvement. Working with the City and Design Team, the PAC will be ambassadors for the design phase of the project, ensuring public input is reflected in the design discussions.

The PAC is responsible for helping the City and Design Team, as well as other decision-makers by acting as a sounding board in reviewing designs and upgrades to the Community Campus Park Improvement Project. The PAC will be asked to consider their own personal experience and the local communities’ needs as they provide feedback on design consideration. The PAC participates in Focus Group meetings

and provides input to assist the staff and the design team in keeping within the project budget and scope, as directed by Council. The PAC will provide recommendations and are charged with adherence to the guidance as provided by the CCS and the Sandy City Council. The PAC will be the technical voice of the community, and as such, will provide input into the project that meets Council objectives which are aligned with the community's needs and desires. The PAC is also the advocacy and support group that will be the key stakeholders who will provide momentum as the PAC, CCS, staff and Council move through this process.

Like the CCS, the PAC is not tasked with developing group recommendations or making design decisions. All feedback and recommendations of the individual team members will be summarized in meetings, and forwarded to the design team, and the Sandy City Council when appropriate (to be determined by staff). Any additional feedback, questions, or comments, from PAC members should be sent to Rochelle Anderholm-Parsch at the City of Sandy, OR.

### PAC Membership and Meeting Frequency

- The PAC will include 8-10 members (3 City staff of which are from Parks or Development Services, 1-2 from the Parks and Trails Advisory Board, and 3 from City Council Community Campus Subcommittee (CCS))
- The PAC will meet approximately 1-2 times a month, or depending on the demand of each project phase, typically after 4pm with an option to meet during the business hours if agreed upon by the PAC
- Occasionally, and as necessary, the PAC will be invited to join meetings with project stakeholders and the design team (i.e. the Parks and Trails Advisory Board, open house events, focus group engagements). These joint meetings, or public engagement events, could replace one of the PAC monthly meetings.
- There is no need for a quorum for this group to meet, although feedback is strengthened by the diversity of perspectives and opinions captured in meetings.
- Due to the nature of this process, we will not use alternates. If a PAC member is unable to make it to a meeting, they may choose to submit their feedback in writing to the project manager, which will be circulated with other PAC members and the design team.

### Meeting Guidelines

All participants agree to act in accordance with Resolution 2021-35 and in good faith in all aspects of decision-making. This includes being honest and refraining from any actions or undertakings that will undermine or threaten the process in any manner. This also includes behavior outside of meetings.

Expectations include:

- Arrive on time and prepared. As appropriate virtual meeting options will be made available for the convenience of the PAC and its members.
- Share the air – only one person will speak at a time, and we will allow others to speak once before we speak twice.
- Express our own views or those of our constituents; don't speak for others at the table.
- Listen carefully and keep an open mind.



- Respect the views and opinions of others, and refrain from personal attacks, both within and outside of meetings.
- Avoid side conversations.
- Focus questions and comments on the subject at hand and stick to the agenda.

When discussing the past, link the past to the current discussion constructively.

- Seek to find common ground with each other and consider the needs and concerns of the local community and the larger region.
- Turn off or put cell phones on silent mode. Focus on full engagement in the meeting, and refrain from conducting other work during meetings as much as possible.
- Notify project staff of any media inquiries and refer requests for official statements or viewpoints to the City Project Manager. Committee members will not speak to the media on behalf of the committee, and the City, but rather only on their own behalf.

### Additional Roles and Responsibilities

- **City Council:** City council will make the final decisions on the approval of designs and plans for the Sandy Community Campus Park Improvement Project. Feedback from the design team, the PAC and broader community engagement will be considered in this decision-making.
- **City of Sandy staff:** Staff will provide key information and context as needed to the PAC members. Staff will also be responsible for sending out agendas, meeting material to PAC members, and scheduling meetings. If a member is unable to attend a meeting, they will work with staff to get the information they need or provide feedback in writing to the committee. Rochelle Anderholm-Parsch (randerholmparsch@ci.sandy.or.us) will be the primary contact for any questions or concerns, and to notify if a PAC member is unable to attend a meeting. All project communication shall be directed through the project manager.
- **Parks and Trails Advisory Board:** Advisory Board Member Chair and Co-Chair (optional) will represent the advisory boards opinion and provide their own technical insight and input. The PTAB Chair and/or Co-Chair will ensure that Board's advice and input are considered in decision-making.
- **Design Team:** A team of technical consultants will work with the PAC to understand the design considerations, review proposed plans, and assist the PAC in their review of the designs for the Park Improvement Project.

## **ATTACHMENT B**

### **CITY OF SANDY PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Sandy, Oregon (hereinafter referred to as the "City"), and Lango Hansen Landscape Architects. (hereinafter referred to as "Consultant") for the project commonly known as the Community Campus Park Improvement- Architectural and Engineering Design Services ("Project").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City, and shall be returned to Consultant to affix such signature, stamp or initials, as appropriate. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to the services as contemplated by this Agreement.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

**C. Compensation**

- C.1 City agrees to pay Consultant not more than (four hundred eighteen thousand and one hundred twenty dollars and no cents) (\$418,120.00) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on the fee proposal as provided in Exhibit A. Compensation shall be only for actual tasks as listed in the fee proposal and time worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the deliverables devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Fee Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing without the prior written consent of both parties to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth in Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- C.4 Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.5 City shall be responsible for payment of required fees, payable to governmental agencies (including, but not limited to fees related to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project) and not specifically covered by Exhibit A.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

C.7 In the event Consultant's responsibilities as described in Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**D. City's Project Manager**

The City's Project Manager is Rochelle Anderholm-Parsch, Parks & Recreation Director. City shall give Consultant prompt written notice of any resignation of its Project Manager.

**E. Consultant's Project Manager**

Consultant's Project Manager is Kurt Lango, Principal. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such resignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**F. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**G. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

**H. Consultant is Independent Contractor**

H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.

Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.

H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.

H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City in writing, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.

H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.

H.5 No person shall be employed under the terms of this Agreement as described herein in violation of any wage and hour laws.

H.6 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incidental to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and

hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultant's compensation is based.

H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

## **I. Indemnity and Insurance**

I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City against any and all claims of loss or damages including reasonable costs, expenses, and attorney's fees to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from claims, losses and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 Reserved.

I.2.3 In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be

considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

- I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be canceled or reduced or materially changed by endorsement. The Consultant shall provide not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- I.2.5 Insurance Requirements. The Consultant, its subcontractors, 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. The Consultant will maintain throughout this Agreement the following insurance:
  - I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
  - I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.
  - I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
  - I.2.5.4 Professional liability insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any

other requirements of this Agreement, such subcontractors shall provide Professional Liability Insurance in an amount and form of coverage that complies with the requirements of paragraphs I.2.1, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in all insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City shall be excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

## **J. Early Termination**

- J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:
- J.1.1 By mutual written consent of the parties;
  - J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and
  - J.1.3 By Consultant, effective upon 14 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.
- J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.
- J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.
- J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.



**K. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

**L. Subconsultants and Assignments**

- L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the City Project Manager. In all subcontracts entered into by the Consultant pursuant to this Agreement, the City shall be named as an express third-party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City beyond the scope of payment for services as contemplated by this Agreement.
  
- L.2 City shall have the right to let other contracts be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers, consultants and other City contractors on this and related City projects, and the City itself, so that all portions of this and other projects may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and consultants and affected public utilities, whose designs are fitted into Consultant's designs and detail drawings, giving full information so that conflicts can be avoided.

**M. Access to Records**

The City, Oregon Secretary of State's Office, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Oregon Secretary of State's Office, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

**N. Work is Property of City**

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, reports, data, spreadsheets, digital files, presentations, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Consultant shall be entitled to keep copies of all work products produced.

N.2 Reserved.

**O. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**P. Adherence to Law**

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS Chapter 279C shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425A, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses (including a City business license) or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**Q. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks beyond which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has previously agreed to pay.

**R. Other Conditions**

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the Project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

R.1.1 Reserved.

R.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant agrees and understands that as part of the service it is providing are professional assessments of cost and price of labor and materials; potential for unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; evaluation of the likelihood of issues arising regarding time or quality of performance by third parties; quality, type, management, and direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. While the parties acknowledge that the work contemplated under this Agreement cannot provide exact costs, Contractor agrees, acknowledges and understands that the City intends to rely on Contractor's expertise in accurately evaluating Project costs, financial aspects, economic feasibility, and schedule estimates.

R.1.3 Record Drawings. Records, drawings, and reports will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is

responsible for any errors or omissions about which the Consultant knew or should have known in the information from the City or those employees or firms employed by the Consultant under the terms of this Agreement as stated therein that is incorporated into the records, drawings and reports.

- R.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any other previous or subsequent breach by Consultant.

**S. Assignments of Products Rights**

- S.1 The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.
- S.2 The City agrees to include the Consultant's name and give credit to the consultant or the design in presentation and publication of the design and completed work resulting from this Agreement.

**T. Dispute Resolution**

- T.1 Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- T.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.
- T.3 The parties shall exercise good faith efforts to select a mediator, who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation, and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**U. Integration**

This Agreement constitutes 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. Such 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. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**V. Miscellaneous / General**

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein. Any conflict between a term or condition of this Agreement and a term or condition contained in an exhibit to this Agreement will be resolved in favor of the language in this Agreement.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

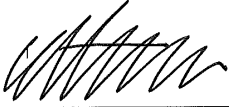
IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 19 day of December, 2022.

[Signatures on Following Page]

CITY OF SANDY

CONSULTANT:

By \_\_\_\_\_

By  \_\_\_\_\_

Jordan Wheeler,  
Sandy City Manager

Kurt Lango

City of Sandy

Lango Hansen Landscape Architects

Mailing Address:

39250 Pioneer Blvd Sandy, OR  
97055

Mailing Address:

1100 NW  
Glisan St. #3b.  
Portland, OR  
97209

Phone:

(503)668-5767

Phone:

(503)295-2437

Email:

[jwheeler@ci.sandy.or.us](mailto:jwheeler@ci.sandy.or.us)

Email:

[kurt@langohansen.com](mailto:kurt@langohansen.com)

Employer ID No.

93-1300863

EXHIBIT A  
SCOPE OF WORK

(insert after this page)

December 19, 2022

Rochelle Anderholm-Parsch, EMPA, CPRP  
Parks and Recreation Director  
City of Sandy  
38348 Pioneer Blvd  
Sandy, OR 97055

RE Sandy Community Campus Park

Dear Rochelle:

We are excited to submit this proposal for the Sandy Community Campus! This proposal is based upon the RFP submitted to the City along with information that we have received from our consultants.

#### SCOPE OF SERVICES

##### TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

###### 1.1 PROJECT WORK PLAN

Lango Hansen will begin by developing a Project Work Plan within the first 5 days. This plan will elaborate on the information presented below and specify each task in detail. This includes schedule, reviews, meetings, and an explanation of the coordination between team members. Deliverables will be included as part of the Work Plan.

###### 1.2 GOALS

Creating clear, concise objectives and communication with the City's Project Manager will be critical to the realization of three project goals. These goals include ensuring the public feels vested in the project, achieving the City's goals, and providing a project and is on time and within budget. Prior to all Focus Group and Public Meetings listed below, the design team will meet with the City's Project Manager to discuss products for the meeting and provide ample time to review material prior to the meetings. All meetings will have detailed agendas, meeting minutes and detailed follow-up action items.

###### 1.3 BIWEEKLY REPORTS

As part of the project management, we will prepare a biweekly report that will track progress, issues and concerns and will update schedule and budget information. In addition, we will maintain an issues and resolution log. Lango Hansen will coordinate with the consultant team and the skate park / pump track design-build consultant through all phases of the project. Quality control is an essential part of this project, and we will review all documents and submittals prior to issuing them to the City for review.

##### TASK 2: SCHEMATIC DESIGN - PUBLIC ENGAGEMENT PLAN

###### 2.1 SITE MEETING 1/5/23

After approval of the Work Plan, we suggest a Project Orientation meeting with the City Staff. This will include reviewing site analysis material previously prepared for the city as well as any information that we have gathered as part of the preparation of this proposal. This will allow us to better understand the specific goals and vision for the project and address opportunities and constraints as the design evolves. Prior to this meeting, we would like to visit the site with City Staff to fully understand the existing opportunities, and constraints.



2.2 PAC MEETING 1/09/23

Materials will include a brief site analysis, public engagement process and overall project schedule. Goals and Vision will be discussed.

2.3 #1 PTAB MEETING 1/11/23

Materials will include a brief site analysis, public engagement process and overall project schedule. Goals and Vision will be discussed.

2.4 CITY COUNCIL MEETING 1/17/23

We will meet with the City Council to discuss the overall project schedule, goals and vision for the project and the public engagement process.

2.5 OPEN HOUSE #1 1/26/23

We suggest structuring the first open house with a series of interactive stations that provide visitors with a chance to review information, provide input and speak with the city staff and design team. Each station will be devoted to a particular topic of the project that may include Existing Conditions; Goals and Visions for the Park; Play Examples; and a Kids Station that allows children to build their own play area. As part of this effort JLA will create an online survey based on the material that is presented at the Open House.

2.6 CITY STAFF MEETING DEBRIEF 1/27/23

2.7 #2 PTAB MEETING 2/08/23

Lango Hansen will provide a debrief of the first open house and discuss in general terms the options for the park moving forward.

2.8 CITY STAFF MEETING 2/13/23

The three concept options will be presented to City staff for feedback.

2.9 PAC MEETING 2/15/23

The three concept options will be presented to the PAC for feedback.

2.10 CITY COUNCIL MEETING 2/21/23

Lango Hansen will share the three design options for feedback to the City Council.

2.11 OPEN HOUSE #2 2/23/23

The three schematic designs will be presented to the public at the second open house. Additional materials will include precedent images, sections and other illustrations that convey the intent of the designs. As with the first open house, JLA will provide material for an online survey and meet with appropriate smaller groups to gain additional feedback.

2.12 CITY STAFF MEETING DEBRIEF 2/24/23

2.13 PAC MEETING 2/27/23

Lango Hansen will debrief with the PAC on comments that were received as part of the second open house and any additional focus group and stakeholder interviews by JLA.

2.14 PTAB MEETING #3 3/08/23

Lango Hansen will present the findings from the second open house and discuss the framework for moving forward with the final schematic design.

2.15 CITY STAFF MEETING 3/13/23

Lango Hansen will share the final schematic plan with City Staff for review and comments.

2.16 PAC MEETING 3/15/23

Lango Hansen will share the final schematic plan with the PAC for review and comments.

2.17 CITY COUNCIL MEETING 3/20/23

Lango Hansen will share the final schematic plan with City Council for review and comments. We are assuming that the City Council will also approve a grant application resolution.

2.19 OPEN HOUSE #3 3/23/23

The final schematic design will be presented at the third open house. In addition to plan-view graphics, the design team will have imagery that relates to specific products, perspectives, and samples. This open house will be a celebration of the work done to date.

At this time, we would recommend scheduling the pre-application conference with the city. We believe that the design will be sufficient for the city bureaus to provide feedback.

2.20 CITY STAFF MEETING DEBRIEF 3/24/23

2.21 PAC MEETING 3/29/23

This meeting will address any comments we receive from the third open house and public process to date. The final submittal to the State Grant program will be reviewed.

2.22 GRANT SUBMITTAL

During schematic design, Lango Hansen will be working on the State Parks grant submittal. This will be submitted prior to April 1<sup>st</sup>.

TASK 3: DESIGN DEVELOPMENT, INCLUDING LAND USE SUBMITTAL DOCUMENTATION.

For Task 3, we assume that there will be periodic meetings with City Staff and the PAC.

3.1 DESIGN TEAM KICKOFF

We will have an all-team kick-off meeting with the consultant team and the City's project manager to discuss the documentation schedule, deliverables, lines of communication and any anticipated issues as we move forward with the refinement and documentation of the design.

3.3 CONDITIONAL LAND USE REVIEW MATERIAL

Working with the design team, we will begin preparing the Conditional Land Use Review material for the park. We will incorporate Lancaster Mobley's suggestions as part of the proposal and begin working on the right of way improvements, as necessary. The geotechnical engineer will also begin work related to the on-site borings.

3.4 DESIGN REFINEMENT

Lango Hansen and the design team will continue to refine the approved schematic design with additional details, proposed products, site furnishings, materials, and samples. Lango Hansen will have weekly consultant coordination meetings with the design team throughout this process. We suggest that the City's Project manager participate in these meetings when appropriate.

3.5 LAND USE REVIEW SUBMITTAL/30% DESIGN DEVELOPMENT DRAWINGS

For the Conditional Land Use submittal, we will submit the 30% design development drawings. It will also provide the city an opportunity for an interim review of the documents.

TASK 4: CONSTRUCTION DOCUMENTS & CONSTRUCTION PERMITS:

4.1 60% DRAWING SET

Based on comments that we receive from the city staff; the design team will continue the development of the design development drawings to a 60% Level. This submittal will include further refinement of the design, material choices, details, sections, and specifications.

4.2 90% DRAWING SET

Lango Hansen will provide construction documents based on the design development submittal, city staff comments and the development review condition. As part of the plan development, we will include a Layout Plans, Materials Plans, Grading Plans, Utilities and Stormwater, Half-Street Improvements (if required), Lighting, Landscape and Irrigation, Structures (including the restroom and playground structures, details and site furnishings. We will also develop a long-term maintenance plan and manual for the park, stormwater facility, park planting and irrigation. These drawings will be a 90% level and include specifications.

4.3 PERMIT DRAWINGS

Lango Hansen will update the 90% Drawings and submit to the City of Sandy for Permits. Due to any budget limitations, we can also explore add alternates to the design.

TASK 5: BIDDING ASSISTANCE

Lango Hansen will prepare final construction documents based on comments that we receive during the permitting process. The design team will address technical questions related to the documents including substitution requests. We will also attend the pre-bid conference. After award of the project, we will incorporate all the bid addenda revisions, value engineering and permit revisions into a final construction document conformance set. If the bids come in higher than the budget allows, we will work with city staff to identify components of the design to bring the project into budget.

TASK 6: CONSTRUCTION OBSERVATION

Lango Hansen and the consultant team will provide periodic visits that will include weekly construction meetings, preparing meeting notes, answering contractor questions, issuing ASI's and general construction coordination.

**FEES**

**The following fees are a summary of costs per consultant including reimbursables.**

Lango Hansen LA	\$231,660
JLA Public Involvement	\$55,960
Humber Design Group	\$50,400
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Pali Geotechnical Engineers	\$13,200
<b>TOTAL</b>	<b>\$418,120</b>

Thank you for the opportunity to submit this proposal. We are truly excited to be working with the City of Sandy on this important park for the community!

Sincerely,  
Lango Hansen Landscape Architects

A handwritten signature in black ink, appearing to read 'Kurt Lango', written in a cursive style.

Kurt Lango, Principal

# ATTACHMENT C

lango . hansen

LANDSCAPE ARCHITECTS PC

December 19, 2022

Rochelle Anderholm-Parsch, EMPA, CPRP  
Parks and Recreation Director City of Sandy  
38348 Pioneer Blvd  
Sandy, OR 97055

RE Sandy Community Campus Park

Dear Rochelle:

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[langohansen.com](http://langohansen.com)

1100 nw glisan st #3b portland OR 97209 t 503 295 2437

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TOTAL	\$418,120



Thank you for the opportunity to submit this proposal. We are truly excited to be working with the City of Sandy on this important park for the community!

Sincerely,  
Lango Hansen Landscape Architects

A handwritten signature in black ink, appearing to read "Kurt Lango". The signature is fluid and cursive, with the first name "Kurt" being more prominent than the last name "Lango".

Kurt Lango, Principal

## ATTACHMENT D

### CITY OF SANDY PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Sandy, Oregon (hereinafter referred to as the "City"), and American Ramp Company. (hereinafter referred to as "Consultant") for the project commonly known as the Community Campus Park Improvement- Action Sports Facilities Design Development ("Project").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

**A. Term**

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

**B. Consultant's Services**

- B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.
- B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City, and shall be returned to Consultant to affix such signature, stamp or initials, as appropriate. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.
- B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

- B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to the services as contemplated by this Agreement.
- B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.
- B.6 Consultant agrees to complete in satisfactory, proper and timely manner the services described in attached Exhibit A.

**C. Compensation**

- C.1 City agrees to pay Consultant not more than (fifty two thousand eighty dollars and no cents) (\$52,080.00) for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on the fee proposal as provided in Exhibit A. Compensation shall be only for actual tasks as listed in the fee proposal and time worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the deliverables devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- C.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Fee Schedule, provided the parties comply with the requirements of Section Q. No compensation for additional services shall be paid or owing without the prior written consent of both parties to such additional compensation and services.
- C.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections C.1 and C.2. Only those reimbursable expenses which are set forth in Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- C.4 Except for amounts withheld by City pursuant to this Agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- C.5 City shall be responsible for payment of required fees, payable to governmental agencies (including, but not limited to fees related to plan checking, land use, zoning, building permits, and all other similar fees resulting from this project) and not specifically covered by Exhibit A.
- C.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.

C.7 In the event Consultant's responsibilities as described in Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

**D. City's Project Manager**

The City's Project Manager is Rochelle Anderholm- Parsh, Parks & Recreation Director. City shall give Consultant prompt written notice of any resignation of its Project Manager.

**E. Consultant's Project Manager**

Consultant's Project Manager is (Maddie Ferson, Action Sports Development Specialist). In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such resignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

**F. Project Information**

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

**G. Duty to Inform**

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local laws, rules, or regulations, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

**H. Consultant is Independent Contractor**

H.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under Section C of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City.

Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.

H.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.

H.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City in writing, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section H.

H.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.

H.5 No person shall be employed under the terms of this Agreement as described herein in violation of any wage and hour laws.

H.6 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incidental to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and

hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultant's compensation is based.

H.7 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

## **I. Indemnity and Insurance**

I.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto, and all liability resulting from the negligent acts, performance or errors or omissions of the Consultant or anyone acting on behalf of Consultant in connection with or incidental to the work performed under the contract. Consultant shall hold City harmless from and indemnify City against any and all claims of loss or damages including reasonable costs, expenses, and attorney's fees to the extent resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval or acceptance by City, its Project Manager or City employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from claims, losses and damages resulting from Consultant's failure to adhere to the standard of performance described in Section I.2.3. The provisions of this section shall survive termination of this Agreement.

I.2 Insurance Requirements and Consultant's Standard of Care.

I.2.1 Consultant shall provide City with evidence of the following insurance coverages prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

I.2.2 Reserved.

I.2.3 In the performance of its professional services, Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be

considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

I.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be canceled or reduced or materially changed by endorsement. The Consultant shall provide not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

I.2.5 Insurance Requirements. The Consultant, its subcontractors, 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. The Consultant will maintain throughout this Agreement the following insurance:

I.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

I.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$2,000,000 combined single limits.

I.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$2,000,000 per occurrence and in the aggregate.

I.2.5.4 Professional liability insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any

other requirements of this Agreement, such subcontractors shall provide Professional Liability Insurance in an amount and form of coverage that complies with the requirements of paragraphs I.2.1, I.2.3, I.2.4 and I.2.5.4.

I.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in all insurance coverages identified in items I.2.5.2 and I.2.5.3.

I.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City shall be excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

**J. Early Termination**

J.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

J.1.1 By mutual written consent of the parties;

J.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person, or at such later date as may be established by the City; and

J.1.3 By Consultant, effective upon 14 days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

J.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

J.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

J.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Section N for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.



**K. Suspension of Work**

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant.

**L. Subconsultants and Assignments**

L.1 Consultant shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the City Project Manager. In all subcontracts entered into by the Consultant pursuant to this Agreement, the City shall be named as an express third-party beneficiary of such subcontracts with full rights as such. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City beyond the scope of payment for services as contemplated by this Agreement.

L.2 City shall have the right to let other contracts be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers, consultants and other City contractors on this and related City projects, and the City itself, so that all portions of this and other projects may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and consultants and affected public utilities, whose designs are fitted into Consultant's designs and detail drawings, giving full information so that conflicts can be avoided.

**M. Access to Records**

The City, Oregon Secretary of State's Office, the Federal Government and the duly authorized representatives of any of the above, shall have access to the books, documents, papers, records and receipts of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. The City, Oregon Secretary of State's Office, the Federal Government and authorized representatives shall have the authority to inspect, audit and copy from time to time, any records of the Consultant regarding billings or work under this Agreement for a period of four years after the completion or termination of this contract.

**N. Work is Property of City**

N.1 Originals or Certified copies of the original work forms, including but not limited to documents, reports, data, spreadsheets, digital files, presentations, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to completion or termination of this contract and prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Consultant shall be entitled to keep copies of all work products produced.

N.2 Reserved.

**O. Law of Oregon**

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein. Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**P. Adherence to Law**

Consultant shall comply with all federal, state and local laws and ordinances, rules and regulations applicable to the work under this contract. Consultant agrees that the public contract law provisions contained in ORS Chapter 279C shall apply to and govern the performance of this contract. Consultant shall certify compliance with ORS 670.600. Further, Consultant agrees to comply with applicable provisions of and amendments to the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990, ORS 659.425A, and all regulations and administrative rules established pursuant to those laws. Further, all certificates, licenses (including a City business license) or permits, which the consultant is required by law to obtain or maintain in order to perform work described in Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

**Q. Modification**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks beyond which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has previously agreed to pay.

**R. Other Conditions**

R.1 Except as otherwise provided in paragraphs R.1.1, R.1.2, and R.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the Project; and further, that any review or approval by the City of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

R.1.1 Reserved.

R.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant agrees and understands that as part of the service it is providing are professional assessments of cost and price of labor and materials; potential for unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; evaluation of the likelihood of issues arising regarding time or quality of performance by third parties; quality, type, management, and direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. While the parties acknowledge that the work contemplated under this Agreement cannot provide exact costs, Contractor agrees, acknowledges and understands that the City intends to rely on Contractor's expertise in accurately evaluating Project costs, financial aspects, economic feasibility, and schedule estimates.

R.1.3 Record Drawings. Records, drawings, and reports will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is

responsible for any errors or omissions about which the Consultant knew or should have known in the information from the City or those employees or firms employed by the Consultant under the terms of this Agreement as stated therein that is incorporated into the records, drawings and reports.

R.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any other previous or subsequent breach by Consultant.

**S. Assignments of Products Rights**

S.1 The Consultant hereby assigns to the City all rights, title and interest, including but not limited to copyright rights, all notes, designs, drawings, specifications, technical data reports, computer programs and documentation, and other materials resulting from the Consultant's work under this Agreement.

S.2 The City agrees to include the Consultant's name and give credit to the consultant or the design in presentation and publication of the design and completed work resulting from this Agreement.

**T. Dispute Resolution**

T.1 Should any dispute arise between the parties to this Agreement concerning their respective obligations of either or the terms hereof, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.

T.2 Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

T.3 The parties shall exercise good faith efforts to select a mediator, who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation, and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**U. Integration**

This Agreement constitutes 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. Such 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. Consultant, by the signature below of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**V. Miscellaneous / General**

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this Agreement as described herein. Any conflict between a term or condition of this Agreement and a term or condition contained in an exhibit to this Agreement will be resolved in favor of the language in this Agreement.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this 20 day of December, 2022.

[Signatures on Following Page]

CITY OF SANDY

CONSULTANT:

By \_\_\_\_\_

Jordan Wheeler,  
Sandy City Manager

By  \_\_\_\_\_

Jonathon Hunter  
Vice President

City of Sandy

American Ramp Company

Mailing Address:

39250 Pioneer Blvd Sandy, OR  
97055

Mailing Address:

601 S  
McKinley Ave.  
Joplin, MO  
64801

Phone:

(503) 668-5767

Phone:

(417) 206-6816 x159

Email:

jwheeler@ci.sandy.or.us

Email:

mferson@americanrampcompany

Employer ID No.

35-2353308

EXHIBIT A  
SCOPE OF WORK

(insert after this page)

601 S. McKinley Ave., Joplin, MO 64801  
Toll-free 877-RAMP-778  
Local 417-206-6816  
Fax 417-206-6888  
sales@americanrampcompany.com



**PRICING & SCOPE OF WORK  
SANDY, OR - COMMUNITY CAMPUS PARK  
ACTION SPORTS FACILITIES  
DECEMBER 19<sup>TH</sup>, 2022**

AMERICAN RAMP COMPANY – PRICING

Conceptual Designs \$ 52,080.00

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AMERICAN RAMP COMPANY – SCOPE OF WORK

**TASK 1.0- DESIGN DEVELOPMENT:**

**CONCRETE SKATEPARK AND ASPHALT PUMPTRACK**

**1.1 Design Kickoff Meeting**

- Meeting with city staff and project team to review and discuss design development, project budget, schedule, etc.
- Virtual bi-monthly check in meetings with city staff and project team

**1.2 Community Engagement Meetings / Presentations**

- Participate in up to 3 in person meetings with your local riders and project team to formulate ideas for your concept design
- Participate in virtual community engagements as needed
- Review of sample designs with group to identify a preferred theme
- Summarize meeting findings with group
- Present and/or be available for up to 3 Parks Board Meetings (virtual)
- Present and/or be available for up to 3 Council Meetings (virtual)

**1.3 Site Review**

- Review location of concrete skatepark, asphalt pumptrack and bike park for opportunities and constraints
- Discuss potential locations for entry, spectator viewing, and drainage flow

**1.4 Create Conceptual Design and Review**

- ARC team to present conceptual design to city staff and project team
- Review and discussion of design development, project budget, schedule, etc.

**1.5 Design Revisions**

- Revise concept designs based on feedback from community, city staff, and project team
- Verify the final design is responsive to the site and budget

**1.6 Final Design and Deliverables Review**

- ARC team to present final concept design to city staff, project team, and Parks Board

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Phone: 417.206.6816 | Fax: 417.206.6888 | 601 S. McKinley Ave., Joplin, MO 64801 |  
www.americanrampcompany.com



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Toll-free 877-RAMP-778  
Local 417-206-6816  
Fax 417-206-6888  
sales@americanrampcompany.com



- Provide cost estimate for construction of approved concrete skatepark and asphalt pumptrack design
- Provide breakdown of material types and quantities to construct concrete skatepark and asphalt pumptrack
- Provide ad alternate items and in-kind donation opportunities

**Task 1.0 Deliverables:**

- 2D Overhead and 3D Rendering
- Material Quantity Take-offs
- Cost Estimate including ad alternate items and in-kind donation opportunities
- ParkID Branding Package

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## ATTACHMENT E

601 S. McKinley Ave., Joplin, MO 64801  
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**PRICING & SCOPE OF WORK  
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- Verify the final design is responsive to the site and budget

**1.6 Final Design and Deliverables Review**

- ARC team to present final concept design to city staff, project team, and Parks Board

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- Provide cost estimate for construction of approved concrete skatepark and asphalt pumptrack design
- Provide breakdown of material types and quantities to construct concrete skatepark and asphalt pumptrack
- Provide ad alternate items and in-kind donation opportunities

**Task 1.0 Deliverables:**

- 2D Overhead and 3D Rendering
- Material Quantity Take-offs
- Cost Estimate including ad alternate items and in-kind donation opportunities
- ParkID Branding Package

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