



CITY OF SWEET HOME CITY COUNCIL AGENDA

May 28, 2024, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, visit <http://live.sweethomeor.gov>. If you do not have access to the internet, you can call in to 541-367-5128, choose option #1, and enter the meeting ID to be logged in to the call. Meeting ID: 258 239 814 274

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order & Pledge of Allegiance

II. Roll Call

III. Consent Agenda

a) Approval of Minutes:

i) [2024-05-14 City Council Executive Session Minutes](#)

ii) [2024-05-14 City Council Meeting Minutes](#)

iii) [2024-05-21 City Council Executive Session Minutes](#)

IV. Recognition of Visitors & Hearing of Petitions

V. New Business

a) [Request for Council Action - Sankey Park Phase III Engineering Design Contract](#)

VI. Reports of Committees

VII. Reports of City Officials

a) City Manager's Report

b) Mayor's Report

VIII. Council Business for Good of the Order

IX. Adjournment

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

May 14, 2024, 5:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

Call to Order

The meeting was called to order at 5:30 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Lisa Gourley
Councilor Dylan Richards
Councilor Angelita Sanchez
Councilor Josh Thorstad
Councilor Dave Trask

STAFF

Kelcey Young, City Manager
Cecily Hope Pretty, Administrative Services Director

PRESS

Sarah Brown, New Era/Lebanon Local
Shayla Escudero, Albany Democrat-Herald

Executive Session

Mayor Coleman read the Executive Session announcement:

The City Council will now meet in Executive Session pursuant to ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent.

No action was taken in Executive Session.

Adjournment

There being no further discussion, the meeting was adjourned at 6:11 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

May 14, 2024, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

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Call to Order & Pledge of Allegiance

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Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Lisa Gourley
Councilor Dylan Richards
Councilor Angelita Sanchez
Councilor Josh Thorstad
Councilor Dave Trask

STAFF

Kelcey Young, City Manager
Ryan Cummings, Police Captain
Megan Dazey, Library Services Director
Blair Larsen, Community & Economic Development Director
Adam Leisinger, Communications Manager
Jason Ogden, Police Chief
Cecily Hope Pretty, Administrative Services Director
Robert Snyder, City Attorney
Greg Springman, Public Works Director

PRESS

Sarah Brown, New Era/Lebanon Local
Shayla Escudero, Albany Democrat-Herald

GUESTS

Patty Holk, Beautification Committee Member
Bonnie Healy, Beautification Committee Member
Phyllis Osborn-Smith, Beautification Committee Member
Candace Snyder, Beautification Committee Member
Bob Dalton, Community Health Committee Vice Chair

Consent Agenda

- a) Request for Council Action - Authorization to Sign Property Line Adjustment Application PLA 24-02

Approval of Minutes:

- a) 2024-04-22 City Council Executive Session Minutes

b) 2024-04-23 City Council Meeting Minutes

President Pro Tem Mahler moved to approve the consent agenda. Councilor Richards seconded the motion. The motion carried unanimously by those present.

Recognition of Visitors & Hearing of Petitions

a) Beautification Committee Recognition

Mayor Coleman recognized attendees from the Sweet Home Beautification Committee and acknowledged their work to beautify the city. Attendees were honored with certificates and gifts.

b) Mental Health Awareness Month

Mayor Coleman read the proclamation for Mental Health Awareness Month. She noted that one of the Youth Advisory Commission's greatest concerns for the community was mental health.

New Business

a) Request for Council Action – Resolution No. 9 for 2024 – Updating Non-Represented Management Salary Schedules

City Manager Young highlighted the accomplishments of Director Springman as Public Works Director over the last several years and noted that he would be stepping into an interim role overseeing the water and wastewater treatment plants. She added that the City had recruited a new Public Works Director/City Engineer with the goal of enhancing engineering expertise on staff, pending City Council approval of the proposed salary range. She noted that staff reorganization would result in overall cost savings to the department.

Mayor Coleman noted the ingenuity of the reorganization resulting in cost savings for the City. The City Council thanked Director Springman for his contributions to date.

President Pro Tem Mahler moved to approve Resolution No. 9 for 2024. Councilor Sanchez seconded the motion. The motion carried unanimously.

b) Request for Council Action – Resolution No. 10 for 2024 – Limiting Claims Arising from Recreational Use of Public Trails & Structures

City Manager Young noted recent concerns in Oregon regarding recreational immunity and stated that recent legislative changes to restore recreational immunity for municipalities were temporary. She added that Oregon laws allowed for smaller municipalities to opt in to recreational immunity provisions via resolution and recommended approval.

Councilor Richards moved to approved Resolution No. 10 for 2024. Councilor Sanchez seconded the motion. The motion carried unanimously.

Reports of Committees

There were no reports to be heard.

Reports of City Officials

City Manager's Report

City Manager Young stated that staff was preparing to install new stop signs as approved by City Council and would be coordinating internally to ensure communication in the community. She noted the success of the first Community Market for the seasons and thanked the vendors who participated. She highlighted that potential City Council candidates in the November 2024 election would be able to file for their candidacy in June. She noted that staff would soon launch Citizens Academy for the community to enhance civic knowledge and provide volunteering opportunities.

Mayor Coleman asked of the schedule for Citizens Academy. City Manager Young replied that it would be offered multiple times.

Mayor's Report

Mayor Coleman highlighted multiple upcoming City Council Work Sessions. She proposed cancellation of the July 23, 2024 City Council meeting; there was consensus to cancel same.

Department Director Reports

Library Services Director

- a) Library Director Report - April 2024

Community & Economic Development Director

- a) Community & Economic Development Director Report - April 2024

Police Chief

- a) Police Chief Report - April 2024

Chief Ogden highlighted that it was Law Enforcement Appreciation Week and extended his gratitude to all his staff. He noted the upcoming graduation of two officers from the Police Academy and that he had been asked to give the commencement speech.

Councilor Trask asked of street work he observed on Juniper Street. Director Springman stated that staff was doing preparatory work to reduce costs for an upcoming improvement project. City Manager Young added that additional work was planned for Ironwood and staff was developing a plan for future street improvements citywide to be shared at a later date.

Council Business for Good of the Order

Councilor Sanchez moved to schedule an Executive Session to discuss concerns with Council conduct. Councilor Thorstad seconded the motion. The motion carried unanimously. The Executive Session was tentatively scheduled for May 21, 2024 at 5:00 PM upon City Council consensus.

Mayor Coleman highlighted an upcoming public input session for the Willamette National Forest hosted by the U.S. Forest Service on May 15, 2024.

Adjournment

There being no further discussion, the meeting was adjourned at 7:13 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

May 21, 2024, 5:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

Call to Order

The meeting was called to order at 5:00 PM.

Roll Call

PRESENT

Mayor Susan Coleman
President Pro Tem Greg Mahler
Councilor Lisa Gourley
Councilor Angelita Sanchez
Councilor Dave Trask
Councilor Josh Thorstad

ABSENT

Councilor Dylan Richards

STAFF

Kelcey Young, City Manager
Jason Ogden, Police Chief
Cecily Hope Pretty, Administrative Services Director
Robert Snyder, City Attorney

MEDIA

Sky Chappell, The New Era
Shayla Escudero, Albany Democrat-Heral

Executive Session

Mayor Coleman read the Executive Session announcement:

The Sweet Home City Council Executive Session is held pursuant to ORS 192.660(2)(b) to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent who does not request an open hearing.

No action was taken in Executive Session.

Adjournment

There being no further discussion, the meeting was adjourned at 6:00 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

DRAFT



REQUEST FOR COUNCIL ACTION

Title: Sankey Park Phase III Engineering Design Contract

Preferred Agenda: May 28, 2024

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: Construct Upper Sankey Park

Attachments: Proposed Ashley and Vance Inc. Engineering Design Contract with Exhibits
Sankey Park Phase III Site Map
Sankey Park Phase III Grant Agreement

Purpose of this RCA:

The purpose of this RCA is to request approval of an engineering and design contract for Sankey Park Phase III.

Background/Context:

In 2023 the City applied for and received an Oregon Parks and Recreation Department Local Government grant for the Sankey Park Phase III project. The Council approved the grant application at the March 28, 2023 Council meeting.

The Sankey Park Phase III improvements include sidewalks along 14th avenue, hard and soft surface trails connecting the lower portion of the park to the upper portion, a replacement for the bandstand, as well as additional lighting and security cameras.

A request for proposals was issued by the City on April 3, with a deadline of April 29. Four firms submitted proposals for the project. The highest scoring submission was from Ashley and Vance Engineering, Inc.

The Challenge/Problem:

How does the City make improvements to its park system?

Stakeholders:

- City of Sweet Home: Having better more vibrant parks increases positive use, lowers crime, and increases the property values of homes near the park.

- Surrounding Residences: Studies show that there is an increase in property values with homes near and abutting parks. Increased positive use in the parks can result in lower crime rates in surrounding neighborhoods and a more positive, family-friendly environment,
- Outer Residences: Improved parks create family friendly gathering areas that include safe park amenities mixed with open natural areas for families to explore.
- Businesses: Increased amenities within the community show vibrancy and will bring in more visitors.
- Visitors: Visitors see a vibrant and inviting community that makes them want to visit time and time again, and potentially choose Sweet Home as a place to live.

Issues and Financial Impacts:

Ashley and Vance estimate that the cost of engineering and design for the improvements will cost approximately \$56,020.

- Overall Project Amount: \$295,993.30
- Grant Amount: \$177,595.98
- 40% Match Requirement: \$118,397.32, potentially coming from the following sources:
 - Current Fiscal Year City Parks Projects/Improvements Budget (General Fund): \$120,000
 - Next Fiscal Year Parks System Development Charges (SDC): \$98,000
 - Donations/In-Kind Contributions: The Park & Tree Committee is working on a donor campaign to help fund this project.

Elements of a Stable Solution:

A stable solution includes approving a contract for engineering services for this project.

Options:

1. Do Nothing – If the Council chooses to do nothing, then no agreement for engineering services would be made for this project, effectively halting the project.
2. Authorize the City Manager to sign the proposed professional services contract with Ashley and Vance Engineering, Inc.– Once the agreement is fully executed, Ashley and Vance Engineering can begin work on the project, which will then allow staff to issue a request for proposals for construction.
3. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Authorize the City Manager to sign the proposed professional services contract with Ashley and Vance Engineering, Inc.

**City of Sweet Home
Professional Services Contract**

This Contract is by and between the City of Sweet Home (“City”) and Ashley and Vance Engineering, Inc. (“Consultant”) for the Sakey Park Phase III Engineering Design project.

A. RECITALS

City has conducted a formal solicitation for proposals from qualified firms pursuant to Public Contracting law.

Consultant submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified response, best suited to meet City’s needs pursuant to the RFP criteria.

City has awarded the contract to Consultant.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Consultant’s Proposal
- Exhibit E – Consultant’s Schedule of Rates and Charges

C. AGREEMENT

1. Term

The term of this Contract shall be from its execution to completion of the project.

2. Scope of Work

Consultant shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Consultant, the City agrees to pay, and the Consultant agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Consultant shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the first day of each month for all services performed through the last day of the previous month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Consultant’s invoice and within ten (10) days of receipt notify Consultant in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Consultant for services and expenses within thirty (30) days of the date on Consultant’s invoice therefore, late fees will be added to amounts due Consultant at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Consultant may, after giving seven (7) days written notice to City, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

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

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Community & Economic
Development Department
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Phone: (541) 367-6359
Fax: (541) 367-7592

Consultant: _____

Phone: _____
Fax: _____

6. Indemnification

Consultant shall indemnify and hold harmless City and its representatives, officers, directors, and employees from any loss or claim made by third parties to the extent arising directly or indirectly from Consultant's negligent performance and/or fault of Consultant, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Consultant, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

For claims based upon professional negligence, Consultant's obligation to indemnify indemnitees for defense costs (as defined) is not immediate and shall be satisfied at the time of any settlement or judgment as to Consultant's indemnity obligations under this Agreement.

7. Insurance Requirements

7.1 During the term of this Contract, Consultant shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):
 - \$2,000,000 – each occurrence (bodily injury)
 - \$2,000,000 – general aggregate
 - \$2,000,000 – property damage, contractual, etc.
 - \$2,000,000 – umbrella liability coverageCoverage shall also include contractual liability coverage for the indemnity provided under this contract.
- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in

Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Consultant shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. Consultant agrees to notify the City of Sweet Home by certified mail, return receipt requested within 10 business days of the Consultant's receipt of a notice of cancellation from its insurer. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

8. Workers' Compensation

8.1 Consultant, its subcontractors, if any, and all employers working under this Contract 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 subject workers.

8.2 Consultant warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Consultant shall indemnify City for any liability incurred by City as a result of Consultant's breach of the warranty under this paragraph.

9. Hours of Employment

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

10. Assignments and Subcontractors

Consultant may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Consultant's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Consultant shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Consultant shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

All work performed by Consultant and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Consultant, and it is agreed by the parties that such documents are works made for hire. Consultant hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

13. Termination for Convenience

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Consultant. Upon termination under this paragraph, Consultant shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Consultant. Pursuant to this paragraph, Consultant shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Consultant. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Consultant can show good cause beyond its control for the delay.

13.2 City may unilaterally order Consultant to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Consultant to resume those services, Consultant will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

14. Termination for Cause

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

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

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

15. Termination for Default

Either City or Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

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

16. Remedies

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

16.1 If terminated under paragraph 15 by City due to a breach by Consultant, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Consultant shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Consultant, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Consultant's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Consultant is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant shall immediately cease all activities related to the services and work under this Contract. As directed by City, Consultant shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Consultant shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Consultant that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONSULTANT BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Consultant's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Consultant, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Consultant shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources

By execution of this Contract, the Consultant agrees that:

Consultant is an experienced integration firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to

design or administer any work within the scope and complexity contemplated by this Contract.

Consultant has the capabilities and resources necessary to perform the obligations of this Contract.

Consultant is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Consultant shall be prepared in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care") and shall exercise the Standard of Care in complying with applicable and non-conflicting laws, rules, and regulations.

21. Drawings, Specifications and Other Documents

Consultant hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

22. Errors and Omissions

Consultant shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Consultant shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Consultant or its sub-consultants. Consultant further agrees to assist City in resolving problems relating to any project designs or specified materials that are caused by deviations from the Standard of Care

23. Contract Performance

Consultant shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Consultant shall not be liable for delays that are beyond Consultant's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Consultant's warranties or a default or defect in performance by Consultant that has not been cured.

24. Access to Records

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

25. Representations and Warranties

Consultant represents and warrants to City that (1) Consultant has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (3) Consultant shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards ordinarily used by professionals performing similar services under similar conditions. No other warranties are expressed or implied in this Agreement.

26. City Obligations

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Consultant, within fifteen (15) days after receipt of a written request, information necessary and relevant for Consultant to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including consulting and construction costs.

26.3 City shall furnish the services of consultants, when such services are requested by Consultant, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Consultant has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Consultant if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Consultant's design or performance under the contract.

26.7 City shall pay Consultant in accordance with paragraph 3 and Exhibit E of this Contract, upon receipt of Consultant's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Consultant to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

27. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

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

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

28. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract to the extent due to the negligent performance of the Consultant's employees, representatives or subcontractors, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating

litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

29. Successors and Assigns

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

30. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Consultant shall not be liable for any consequential damages under this Contract.

31. Foreign Contractor

If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

32. Confidentiality

Consultant shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from City's and/or Consultant's sub-consultants to maintain the confidentiality of information of City.

33. Force Majeure

Consultant shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war, epidemics, pandemics, declared states of emergency, closing or reduction of force by the contractors or governmental permit reviewing entities, the enactment of governmental actions which cause delays or limit travel..

34. Waivers

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

35. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

36. Survival

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

37. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

38. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

39. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

40. Certificate of Compliance with Oregon Tax Laws

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

41. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

CONSULTANT

By: _____

By: _____

Authorized Signature

Name: Kelcey Young

Name: _____

Title: City Manager

Date: _____

Authorized & Approved by the City Council.
City Manager approves contract.

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

Title: _____

Date: _____

Exhibit A
Scope of Work

Exhibit B

Oregon Public Contracting Requirements

ORS CHAPTERS 279B AND 279C REQUIREMENTS

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

(5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) Consultant shall pay Consultant's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

Exhibit C
Request for Proposals

Exhibit D

Consultant's Proposal

Exhibit E

Consultant's Schedule of Rates and Charges



CLOSED

Sankey Park Phase III Engineering Design

- ✉ Request For Proposal
- 🏛 Community and Economic Development Department
- 📍 90672, 91107, 92517, 92537, 92538... show all

Close Date: No Close Date ✎

Release Date: Wednesday, April 3, 2024

· **Due Date:** Monday, April 29, 2024 5:00pm

🚩 Posted 📅 Thursday, March 28, 2024 3:27pm

📦 Bid Unsealed Monday, April 29, 2024 5:00pm by OpenGov Bot

📦 Pricing Unsealed Monday, April 29, 2024 5:00pm by OpenGov Bot

All dates & times in Pacific Time

📣 Post Information

Posted At: Thu, Mar 28, 2024 3:27 PM

Sealed Bid Process: Yes (Bids Unsealed / Pricing Unsealed)

Private Bid: No

1. INVITATION AND INTRODUCTION

SWEET HOME

REQUEST FOR PROPOSALS (RFP)

Sankey Park Phase III Engineering Design

Proposals Due by 5:00 pm, Monday, April 29, 2024

The City of Sweet Home, Oregon (City), is issuing this Request for Proposal (RFP) from qualified firms or individuals (Proposer) with demonstrated experience in Sankey Park Phase III Engineering Design. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in this RFP.

The RFP will be used to select the Proposer to complete the services which generally includes and at the same time are not limited to the following: Sankey Park Phase III Engineering Design

The Request for Proposals can be downloaded from the City website at <https://procurement.opengov.com/portal/sweethomeor>.

There will be no pre-proposal meeting for this RFP.

Submit proposals electronically at the following site located at: <https://procurement.opengov.com/portal/sweethomeor>

Hard copy proposals will not be considered. Late proposals will not be considered.

The City may reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all proposals in whole or in part when the cancellation or rejection is in the best interest of the City.

DATED Wednesday, April 3, 2024.

Kelcey Young, City Manager

PUBLISH: Daily Journal of Commerce, Wednesday, April 3, 2024

1.1. Summary

The City of Sweet Home has secured grants and other funding for improvements to Sankey Park, the largest park in the City's park system. These improvements include sidewalks, paved paths, unpaved trails, site lighting, as well as an ADA-accessible path with switchbacks and

viewing platforms that will connect the upper and lower portions of the park. These improvements require engineering and design work, especially when it comes to the steep slope between the two portions of the park. The City is now accepting proposals from engineering firms with demonstrated experience in the areas necessary to complete this project successfully. The City estimates this project will occur within the timeline specified in the scope of work.

1.2. Background

The City of Sweet Home, pop. 10,097, is an Oregon municipal corporation with city limits covering approximately 6 square miles. The City of Sweet Home is set in a beautiful area with many natural amenities both directly in the City as well as in the surrounding areas. The City is located in Linn County, 25 miles east of I-5, and is the third largest city in the county. The City Council consists of the Mayor and six council members elected from the city at large. The Council acts as the local contract review board for the City. The City operates under a Council-Manager form of government.

As the closest city in Linn County to the Cascade Mountains and Willamette National Forest, the City receives thousands of summer tourists for local attractions including recreational boating and fishing on the South Santiam River, Foster Lake, and Green Peter Lake as well as camping and hiking in the National Forest. In addition, the City hosts the annual Oregon Jamboree concert festival which draws approximately 15,000 visitors each summer.

The City is also a frequent stop for fuel and supplies for travelers between the Willamette Valley and central Oregon. Additionally, multiple new housing developments are underway and the City is looking to partner with developers for retail and industrial development.

1.3. Contact Information

Blair Larsen

Community & Economic

Development Director

3225 Main Street

Sweet Home, OR 97386

Email: blarsen@sweethomeor.gov

Phone: (541) 818-8036

Department:

Community and

Economic Development

Department

1.4. Timeline

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a firm/individual for the services. The schedule may be changed if it is in the City's best interest to do so.

RFP Advertised in the New Era, and the Daily Journal of Commerce:	April 3, 2024
Pre-Proposal Meeting (Non-Mandatory):	April 17, 2024, 2:00pm Sweet Home City Hall, Santiam Conference Room, 3225 Main Street, Sweet Home, OR 97386
Deadline to Submit Questions:	April 19, 2024, 5:00pm
Last Date for an Addenda:	April 22, 2024, 5:00pm
Proposal Due to City:	April 29, 2024, 5:00pm

Notice of Intent to Award:	May 6, 2024
Award Protest Period Ends:	May 13, 2024
Commencement of Contract:	May 14, 2024
Completion of Contract:	May 14, 2025

2. GENERAL INFORMATION

2.1. ISSUING OFFICE AND SUBMITTAL LOCATION

Blair Larsen, the Community & Economic Development Director, will issue the Request for Proposals (RFP) document and will be the point of contact for the City for questions and protests concerning the RFP. Blair Larsen can be reached at (541) 818-8036 or blarsen@sweethomeor.gov. Blair Larsen, Community and Economic Development Department Department Community & Economic Development Director will be the point of contact for the City for all questions and concerns regarding the services to be provided by the selected firm. These questions or requests for clarifications shall be submitted in writing electronically via the City's e-Procurement Portal ("Portal") Question and Answer (Q&A) tab for this project.

Once you have completed your proposal, submit your proposal by uploading it electronically via the Portal as specified on the invitation page of this RFP. Do not submit proposals in hardcopy. Hardcopy proposals shall not be accepted for this RFP process. If you have questions about submitting, contact Blair Larsen. It is the Proposer's sole responsibility to ensure that its proposal is delivered prior

to the RFP closing date and time. Proposals not submitted to the Portal by the due date and time shall be considered late. Late proposals shall be ineligible for award consideration.

2.2. CHANGES TO THE SOLICITATION BY CITY ADDENDA

The City reserves the right to make changes to the RFP by written addendum. The addendum will be posted to the City's Portal at:

<https://procurement.opengov.com/portal/sweethomeor>

A prospective Proposer may request a change in the RFP to Paul Downey or a request for additional information to Derek Robbins via the Portal or the contact information listed herein. The request must specify the provision of the RFP in question, and contain an explanation for the requested change or additional information.

NOTE: All requests for changes or additional information must be submitted to the City no later than the date set in the RFP Schedule.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change in writing. If in the Director's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project

given out by City managers, employees, or agents to the prospective Proposers shall not bind the City.

- A. Addenda will be posted to the City website at <https://procurement.opengov.com/portal/sweethomeor>
- B. No addenda will be issued later than the date set in the RFP Schedule, except an addendum, if necessary, postponing the date for receipt of Proposals, withdrawing the invitation, modifying elements of the proposal resulting from a delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers.
- C. Each Proposer shall ascertain, prior to submitting a Proposal, that the Proposer has received all Addenda issued, and receipt of each Addendum shall be acknowledged electronically via the Portal as part of the Proposal submittal.

2.3. CONFIDENTIALITY

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the Proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document “Confidential.”

2.4. CANCELLATION

The City reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award.

2.5. LATE PROPOSALS

All Proposals that are not received by the deadline stated in the RFP schedule will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the stated deadline.

2.6. DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties. Disputes should be addressed to Blair Larsen at blarsen@sweethomeor.gov.

2.7. PROPOSER'S REPRESENTATION

Proposers, by the act of submitting their Proposals, represent that:

- A. They have read and understand the Proposal Documents and their Proposal is made in accordance therewith;
- B. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C. Their Proposal is based upon the requirements described in the Proposal Documents without exception (unless exceptions are clearly stated in the response).

2.8. CONDITIONS OF SUBMITTAL

By the act of submitting a response to this Invitation, the Proposer certifies that:

- A. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- B. The Proposer has examined all parts of the Request for Proposal, including all requirements and contract

terms and conditions thereof, and, if its Proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.

- C. The Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and that no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
- D. Proposers responding to this RFP do so solely at their own expense.

2.9. PROPOSER REQUEST INTERPRETATION OF RFP DOCUMENTS

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents. Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request for same to the contacts noted above.

The City shall make interpretations, corrections, or changes of the Proposal Documents in writing by published Addenda. Interpretations, corrections, or changes of the Proposal Documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this

solicitation, the decision of the City shall be final and binding upon all parties.

2.10. PROPOSER REQUEST FOR ADDITIONAL INFORMATION

Requests for information regarding City services, programs, or personnel, or any other information shall be submitted in writing electronically via the Portal's Q&A tab. All requests for additional information shall be submitted in writing. Answers shall be provided to all Proposers of record on the date that answers are available.

2.11. COMPETITION

Respondents are encouraged to comment in writing, either with their Proposals or at any other time, on any specification or requirement within this RFP, which the respondent believes, will inordinately limit competition.

2.12. COMPLAINTS AND INEQUITIES

Any complaints or perceived inequities related to this RFP or award of work referenced herein shall be in writing and directed to the Blair Larsen at the contact information listed herein and shall be received no later than the date listed in the RFP Schedule. Such submittals will be reviewed upon receipt and will be answered in writing.

2.13. COST OF RFP AND ASSOCIATED RESPONSES

The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City's selection decision.

2.14. CITY REQUEST CLARIFICATION, ADDITIONAL RESEARCH, AND REVISIONS

The City reserves the right to obtain clarification of any point in a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal or for information on any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.15. REJECTION OF PROPOSALS

The City reserves the right to reject any or all Proposals received as a result of this request. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- A. Failure of the Proposer to adhere to one or more of the provisions established in this RFP.
- B. Failure of the Proposer to submit a Proposal in the format specified herein.
- C. Failure of the Proposer to submit a Proposal within the time requirements established herein.
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding of the City that it is in the public interest to do so.

2.16. MODIFICATION OR WITHDRAWAL OF PROPOSAL BY PROPOSER

A Proposal may not be modified, withdrawn, or canceled by the Proposer for 60 (sixty) calendar days following the time and date designated for the receipt of Proposals.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn electronically via the Portal.

Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

2.17. PROPOSAL OWNERSHIP

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.

Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Proposer to do so after the Notice of Intent to award has been released.

If your proposal contains proprietary information, upload a redacted copy in addition to the original.

2.18. DURATION OF PROPOSAL

Proposal prices, terms and conditions shall be firm for a period of at least ninety (90) days from the deadline for receipt of submittal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the ninety (90) day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.19. INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City. Any estimated purchase volumes listed herein do not include other public agencies and the City makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

2.20. AFFIRMATIVE ACTION/NONDISCRIMINATION

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive Order 11246, Fair Employment Practices, Equal

Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

2.21. PERFORMANCE AND PAYMENT BONDS

No performance and payment bonds are required.

3. SCOPE OF WORK/SERVICES

3.1. DELIVERABLES

The selected Consultant shall produce the following deliverables:

- A. Full Engineering Plans for the work included in the attached conceptual design. These Plans must be sufficient for construction of all improvements.
- B. Construction Engineering Services for the duration of construction.
- C. Final as-built engineering plans of the improvements.

3.2. COMMUNICATIONS

The City requires the Consultant to have the communication abilities and skills to provide the City with effective and professional advice, and to:

- A. Be available in a timely manner, in person, by telephone, or e-mail, for consultation or advice;
- B. Follow established City policies and procedures whenever providing consultation or advice to City representative(s) and implement revisions to procedures where needed;
- C. Be familiar with state and federal laws relating to the City;
- D. Provide periodic status reports on the services provided;
- E. Provide itemized monthly invoices of charges; and
- F. Advise and participate in meetings as requested by the City.

3.3. QUALIFICATIONS

The required work for this project must be completed by a Professional Engineer licensed to work in the State of Oregon.

3.4. RESPONSIBILITIES

Responsibility of Consultant– It is understood and agreed that the services the Consultant will be required to perform under this contract shall be rendered directly by or under close personal supervision by the Consultant, and that the work shall be faithfully performed with care and diligence.

The Consultant will return all calls or other contacts from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the Consultant will make arrangements for a designated member of the Consultant to respond to the contact.

Responsibility of the City– The Community & Economic Development Director or designee will be the main contact with the Consultant including billing issues and any technical activities.

Joint Responsibility– If additional services, supplemental to those included herein, are required, both the City and the Consultant have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

3.5. ADMINISTRATIVE SERVICES

For administrative services, the following items will be required:

- A. Proposer will provide a principal or partner-level individual to be the first point of contact for all service and billing issues.
- B. Proposer will recommend specialist(s) for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.
- C. The City expects that the work will be assigned to individuals in the most efficient manner consistent with their experience and training.
- D. If it is necessary to associate with other firms in any

matter, the Proposer must obtain prior approval from the City designated contact. The Proposer must inform associated service providers of the procedure set forth herein.

- E. Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Proposer is to be shown as percent completed for each phase of the project or as needs determine. Both invoices and summary reports shall require approved signatures from City staff and Proposer representative. Payments will not be made without approved signatures.
- F. Each monthly invoice will set forth separately each matter handled and will clearly identify the City employee(s) working with the Proposer. Monthly invoices must also show total charged to date for each matter.
- G. For each matter denoted on an invoice, the detail will include the hours spent by each of Contractor's personnel on the file.
- H. Each expense and/or disbursement must be specifically identified on the invoice.

3.6. CHANGES OF SCOPE AND ADDITIONAL WORK

The Proposer may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall

be agreed upon in advance in writing, contracted for, provided and billed separately to the City on a pre-arranged basis.

4. PROPOSAL AND PROPOSER REQUIREMENTS

SUBMITTAL OF PROPOSALS

In order to be considered for this project, each Proposer must provide electronic submittal of proposal as previously described. All proposals must arrive at the issuing office on or before the listed due date and time. A corporate officer who has been authorized to make such a commitment must sign the proposals. The document shall be addressed and delivered as previously described.

PROPOSER REQUIREMENTS

The following minimum criteria will apply:

- A. Proposer shall include sufficient evidence as to the Proposer's qualifications to perform the work. This information shall disclose and include all pertinent facts as may be appropriate and shall include a description of past performance on projects of similar type, scope and size.*
- B. If necessary, shall be currently licensed/certified/insured to provide the requested services in the state of Oregon. Shall obtain a City of Sweet Home business license if selected.*
- C. Shall demonstrate, to the satisfaction of the Selection Review Committee, the ability to provide the services required within the Scope of Work, within the timeline indicated, to the City and shall demonstrate a proven history of providing such service for public agencies.*
- D. Shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Proposer's clients and references, and as many other references as may be deemed appropriate.*

PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:

- A. To examine all specifications and conditions thoroughly.*
- B. To provide for appropriate insurance, deposits, and performance bonds if required.*
- C. To comply fully with the scope of services as attached for the agreed contract.*
- D. That any and all registration and certification requirements required for Contractors are met as set forth in the Oregon Revised Statutes*

PROPOSER REPRESENTATIVE

The selected Proposer shall assign a competent representative acceptable to the City who will represent the Proposer in providing contracted services to the City. If the representative is removed by the Proposer, the new representative must be acceptable to the City.

1. PROPOSAL FORMAT AND REQUIREMENTS – MANDATORY*

Each Proposer shall provide the following (no more than 15 pages, minimum 12 point font):

- A. Cover Letter: Include the name of the proposing Firm or Individual and its' principal business address and phone number. The letter should address the Proposer's willingness and commitment to provide the services as outlined in the Scope of Work and a description of why the Proposer believes it should be selected. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal. Please provide all contact telephone, e-mail addresses, and addresses of your office(s);
- B. Narrative identifying proposed project understanding, approach, project team members, team members qualifications, and firm qualifications;
- C. Previous projects showing design services experiences related to project;
- D. Statement indicating the consultant has the time and

resources necessary for completing the project within the required schedule;

E. List of references from previous projects listed above.

*Response required

2. W9*

*Response required

3. COBID Businesses*

Select all that apply

- disadvantaged business enterprises
- minority-owned businesses
- woman-owned businesses
- service-disabled veterans own
- emerging small businesses
- historically underutilized businesses
- none

*Response required

4. Business Name*

This will be verified in the Secretary of State Portal.

https://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login

*Response required

5. Business Type*

- Corporation
- Limited Liability Corporation
- Partnership
- Limited Liability Partnership
- Sole Proprietor

*Response required

6. Sample Professional Services Agreement*

Review sample agreement and if there are any concerns with the sample, change requests or modifications to the agreement, upload a redlined copy below type "N/A" in this field.

*Response required

7. Sample Professional Services Agreement "Redlines" ONLY

8. Non-Collusion*

The undersigned Proposer hereby certifies that it, its' officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees and prices submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Please confirm

*Response required

9. Conflict Of Interest*

The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of

the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Professional Services Agreement, and associated inclusions and references, specifications, Proposal Form, Proposer response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer submittals.

Please confirm

*Response required

10. Reciprocal Preference Law - Residency*

- Resident Proposer
 Non-Resident Proposer

*Response required

11. The Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current. *

Please confirm

*Response required

5. PROPOSAL SELECTION AND EVALUATION

GENERAL INFORMATION

The City intends to award all of the tasks to the selected consultant. Each proposal will be judged on its completeness and quality of its content. The City reserves

the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations, the City intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to the City.

SELECTION REVIEW COMMITTEE

The Selection Review Committee may be comprised of City of Forest Grove staff members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation for award.

Scoring will be completed covering all areas listed below in the Evaluation Criteria. All scores for each Proposer shall be added together to arrive at a final score for each Proposer. Proposals will then be ranked in descending order by the total Proposal score.

The City is seeking value from the service requested. While cost is important to the overall evaluation process, the experience and qualifications will be assigned a higher value. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

Interviews will not be conducted as part of the selection.

REFERENCE CHECKS

The City reserves the right to contact references as part of the decision making process and prior to making a final selection.

BEST AND FINAL OFFERS

If in the best interest of the City the department has chosen to employ a method of Proposer selection leading to best and final offers, the City may conduct private discussions with qualified Proposers as allowed by ORS 279B.060(6).

RANKING OF PROPOSALS

- A. Proposals may be ranked by the Selection Review Committee based on evaluation of responses and interviews (if any), with the first-ranked Proposer*

being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second ranked Proposer being the next most appropriate, all in the sole judgment of the Selection Review Committee.

B. Respondent's scores will be totaled and ranked. Any Proposer's response to this RFP shall be considered de facto permission to the City to disclose the results, when completed, to selected viewers at the sole discretion of the City.

SCORING AND EVALUATION CRITERIA

The criteria listed below will be used to evaluate the Proposers to determine the finalists and apparent successful Vendor. Total possible points will be 100.

1. Comprehensiveness of Services

Overall capabilities and experience of the Proposer to provide the requested services described in this RFP. How well does the Proposer describe its understanding of requested services and how well does the Proposer address how it will approach the requested services.

Scoring Method: Points Based
Weight (Points): 45 (26.5% of Total)

2. Experience and Qualification of Assigned Staff

Specialized experience, credentials, capabilities and technical competence, which the prospective Contractor may demonstrate with the prospective Contractor's proposed approach and methodology to meet the project requirements.

Scoring Method: Points Based
Weight (Points): 40 (23.5% of Total)

3. Availability to the project locale

Scoring Method: 0-10 Points

Weight (Points): 25 (14.7% of Total)

4. Resources & Personnel

Resources committed to perform the services and the proportion of the time that the prospective Contractor's staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.

Scoring Method: 0-10 Points

Weight (Points): 20 (11.8% of Total)

5. Past Performance

Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.

Scoring Method: 0-10 Points

Weight (Points): 20 (11.8% of Total)

6. Familiarity with the project locale

Scoring Method: 0-10 Points

Weight (Points): 10 (5.9% of Total)

7. Proposed project management techniques

Scoring Method: 0-10 Points

Weight (Points): 8 (4.7% of Total)

8. COBID Business

Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized businesses. (COBID businesses.)

Scoring Method: 0-10 Points

Weight (Points): 2 (1.2% of Total)

6. PROTESTS

6.1. Protests of Solicitation

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.

6.2. Protests of Contract Award

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

(a) The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and

(b) The reason for the protest is that:

(A) All lower bids or higher ranked proposals are nonresponsive;

(B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;

(C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive;
or

(D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

7. CONTRACT REQUIREMENTS

7.1. CONTRACT AWARD

The award of a contract will be accomplished by executing a written agreement that incorporates the entire RFP, Proposer's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Proposer agrees to accept the contract terms of the attached Professional Services Agreement unless substantive changes are made without the approval of the Proposer. Otherwise, exceptions to the contract must be submitted by the Proposer during the solicitation protest period. The issuing office is the sole point of contact for the issuance of the contract. The contract shall be substantially in the form of the sample "Professional

Services Agreement” attached herein. The City Attorney has not done a final review of the contract but no substantive changes are anticipated.

7.2. REQUIREMENTS

The firm must be covered by Workers’ Compensation Insurance, which will extend to and include work in Oregon. In addition, the firm must also submit documents addressing general liability insurance, automobile and collision insurance, professional liability insurance, and indication that there is no conflict of interest on the part of the Contractor’s submission of a proposal for the services being solicited under this RFP.

7.3. CONTRACT ADMINISTRATOR

Paul Downey shall be the Contract Administrator for this project

8. ATTACHMENTS

 [A - Sankey Park OPRD Grant Design 2023](#)

 [B - Sample Professional Services Agreement](#)



33 NW Franklin Ave, Suite 110
Bend, OR 97703
www.ashleyvance.com
(541) 647-1445

May 17, 2024

Project Number: 240524

Blair Larsen
Community & Economic Development Department
3225 Main Street
Sweet Home, OR 97386

Subject: Proposal and Agreement for Civil Engineering Services
Sankey Park RFP
877 14th Avenue
Sweet Home, OR 97386

Blair:

At the request of Blair Larsen of City of Sweet Home, we are pleased to provide this proposal outlining civil engineering services and associated fees for the subject project, and are excited about the opportunity to be a part of the design team.

Please find enclosed in this proposal the following:

- Section 1: Project Understanding
- Section 2: Scope of Services
- Section 3: Project Fee Summary
- Section 4: Additional Services
- Section 5: Terms and Conditions
- Section 6: Agreement for Civil Engineering Services

If you have any questions regarding the scope, fees, or any other items included in this proposal, please do not hesitate to give me a call.

Respectfully,

A handwritten signature in black ink that reads 'Davis Keeney'. The signature is written in a cursive, flowing style.

Davis Keeney
Principal Engineer
Ashley & Vance Engineering, Inc.

SECTION 1 — PROJECT UNDERSTANDING

Provide civil engineering services for the proposed Sankey Park Phase III Park project located at 877 14th Avenue, Sweet Home, OR 97386. Scope of services include topographical survey, feasibility study, construction documents, offsite construction documents, construction administration, and as-built documents. The proposed site improvements include soft surface trail on the east side of the site, ADA compliant concrete paved pedestrian paths both onsite and offsite, ADA compliant viewing platforms with ADA compliant access to the platforms for the future proposed bandstand, and site lighting along the proposed concrete paved pedestrian paths. Site lighting civil scope includes conduit routing, sizing and trenching, and site light locations. Owner to provide lighting cut sheet for desired product. Final electrical plan to be design-build by the contractor during construction. The bandstand design is not included in this scope of work. Land use planning is not included in this scope of work. 1200-C permitting with the DEQ and CESCL inspection services are not included in this scope of work.

SECTION 2 — SCOPE OF SERVICES

The following assumptions clarify and identify the scope of services that Ashley & Vance Engineering, Inc (as the Consultant) will perform in conjunction with this project as described in Section 1.

1. Project Management

- Consult with you (as the Owner and Client), the Project Designer (as the Owner's authorized agent), other subconsultants, and the General Contractor.
- Research project feasibility and project constraints.
- Attend meetings.
- Provide application support for items in our scope of work and submittal preparation in all phases.

2. Provide Feasibility Study (FS) Documents

- Review topographic survey information, and request additional information if necessary
- Coordinate design and location of proposed site improvements with design team members
- Provide documentation with spot elevation grades for proposed site improvements including vertical control for hardscape surfaces, landscape areas, and preliminary earthwork quantities for planning purposes.

3. Provide Construction Documents (CD) for Submittal to City

Provide CD documents consisting of civil plans, details, and technical specifications for the project described in Section 1 on full size plan sheets. Documents shall include:

- Design and applicable detailing as required of final elevations of hardscapes and landscapes
- Design of storm drain facilities to discharge points for Best Management Practices (BMP)
- Technical specifications on Plans
- Erosion Control Plans for local agency review
- Details of final earthwork quantities for permitting purposes

4. Provide Offsite Construction Documents (OFF) for Submittal to City

Provide Offsite CD documents consisting of civil plans, details, and technical specifications for the project described in Section 1 on full size plan sheets. Documents shall include:

- Design and applicable detailing as required of final elevations of hardscapes and landscapes
- Design of storm drain facilities to discharge points for Best Management Practices (BMP)
- Technical specifications on Plans
- Details of final earthwork quantities for permitting purposes

5. Satisfy Public Agency Corrections: All Corrections shall be addressed in a timely manner.

6. Construction Administration (CA)

Provide assistance during the construction phase such as attending meetings and site visits or corresponding via telephone or email in response to Requests for Information (RFI's). One (1) site visit, Three (3) meetings, Ten (10) submittal reviews, and Ten (10) RFI responses are included. Additional time shall be billed according to Section 4.

All services performed outside of those listed above shall be considered Additional Services (refer to Section 4).

This proposal is based on plot, site, and floor Plans provided by the City of Sweet Home, dated/received 04/03/2024. Conditions of Approval/Notice of Additional Requirements have not been received for this project. A current Title Report of the property must be provided for review and all encumbrances identified. The limit of disturbance is anticipated to be one acre or more. Plans and permits will be processed with the City by Ashley and Vance Engineering.

A topographic and boundary survey must be provided for this project by a licensed land surveyor. All surveys shall include topography in AutoCAD file format with approved property lines and easements and legal descriptions, show invert elevations for storm drain and sewer service lines and mains, provide surface and aerial utility locations, show trees with diameters at 4.5 feet, and all drip lines. Topography shall extend 25' beyond property line. Survey datum shall be based on local jurisdiction datum (i.e. NAD 83 and NAVD 88.) Surveyor shall also provide a PDF of the signed survey.

Items specifically excluded from our civil engineering services and proposals:

- Hazardous waste remediation
- Land use planning
- Retaining wall design with surcharge or is over 3'-0" in height (if required, design shall be included in Structural Engineering scope)
- Swimming pool design
- Building fire protection (sprinkler) design
- Dry utility (electrical, communication, and gas) design, application support, and coordination
- Landscape planting and irrigation plan(s)
- Tree Protection Plans (TPPs) or tree reports or surveys
- Traffic Control Plans
- DEQ permitting and CESCL inspection services

SECTION 3 — PROJECT FEE SUMMARY

Feasibility Study	\$8,000	Hourly - Estimate
Construction Documents	\$20,000	Hourly - Estimate
Offsite Construction Documents	\$6,000	Hourly - Estimate
Construction Administration	\$4,500	Hourly - Estimate
As-Builts	\$500	Hourly - Estimate
Sub Cons - S&F	\$17,020	Fixed Fee
Total Hourly Estimate:	\$39,000	
Total Fixed Fee:	\$17,020	
Total Fee:	\$56,020	

Hourly phases will be billed monthly on an hourly basis as outlined in Section 4.

The hourly (Hourly - Estimate) amounts shown above are initial hourly estimates only. All work, including anything over the amounts shown above, will be billed on a time and material basis per the hourly rate schedule that is current at the time the work is performed. Description for time charged will be provided on our invoices.

The hourly (Hourly - Not to Exceed) amounts shown above are initial hourly estimates only that will be provided on a not-to-exceed without prior authorization basis. All work will be billed on a time and material basis per the hourly rate schedule that is current at the time the work is performed. Description for time charged will be provided on our invoices.

All invoices are due and payable upon receipt. We accept the following payment forms: cash, check, ACH, wire, debit and credit cards. Payments made with credit cards are subject to a 3% surcharge. A 1.5% monthly finance charge may be assessed for payments greater than 30 days past due. The Consultant may suspend services until account is brought current.

The client agrees to reimburse Consultant for all mileage (at the current IRS standard mileage rate), tolls, all plan production, packaging & shipping costs at a rate of 1.15 times direct cost, payable on a monthly basis as incurred.

SECTION 4 — ADDITIONAL SERVICES

Additional Services may include, but are not limited to:

Duplication of Efforts Any revisions to our plans, details, or calculations due to project revisions including value engineering

Additional Scope	Work outside of the original Services such as revisions required by additional site plan or site improvement elements not in documents provided at the time of this agreement and tasks as specified in Section 3
Unforeseen Conditions	Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities
Planning & Permitting	Application preparation for meetings with Public Agency to obtain planning approvals or expedite plan check responses
Construction Support	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax, or email above that described in Section 2. Additional examples of assistance include, but are not limited to, evaluation of alternate product or systems, review of testing data, required submittals, shop drawings, contractor requests for substitution, as-built plans, etc. Site visits will be billed as Additional Services including travel time to/from our nearest office with a 5 hours minimum. All such support shall be conducted under the review of the Owner/Owner's authorized agent.
Civil Observations	Observations of specific civil scope items during the course of construction as required by the governing public agency or agencies
Code Upgrades	Revisions required due to code changes that occur during the course of the project
Subconsultant Services	Services required of subconsultants (if used) will be marked up 15%
Invoice Processing with Additional Client Requests	Office/Clerical time (30 minutes minimum) will be invoiced for submitting invoices via a third-party portal, preparing spreadsheets, notarized documents, or any other additional steps required to receive or process invoices. Any fees for third-party portals will be billed as a reimbursable expense.

Services provided on an hourly basis will be billed on a monthly cycle at the following hourly rates (subject to change):

Principal Engineer	\$195/hr
Senior Engineer	\$170/hr
Project Engineer	\$145/hr
Design Engineer	\$125/hr
Office/Clerical	\$95/hr

SECTION 5 — TERMS AND CONDITIONS

CORPORATE PROTECTION: Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

CIVIL ENGINEERING SERVICES: The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to structural engineering, waterproofing, floodproofing, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

EXPIRATION: This proposal is valid for 60 days from the above date.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

SUPPORTING DOCUMENTATION: The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, property surveys, reports, as-builts etc.) necessary for performance of the Consultant's services. The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, other consultants and contractors as well as information from public records without the need for independent verification.

DOCUMENT OWNERSHIP: All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse

without prior written approval from the Consultant is prohibited. Any future reuse of documents, if approved by the Consultant, may be subject to additional fees.

SUCCESSOR AND ASSIGNS: Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subconsultants and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subconsultants as he or she may deem appropriate to assist in the performance of services hereunder.

MEANS & METHODS OF CONSTRUCTION: Consultant will not supervise, direct, or have control over the Contractor's work. Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others. Consultant has no duty to defend or indemnify Client without a finding of negligence, recklessness, or willful misconduct on the part of the Consultant. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands or lawsuits in connection with or arising out of this project or the services rendered by the Consultant.

FORCE MAJEURE. If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdowns, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

LIMITATION OF LIABILITY: In no event will Consultant be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by the Engineer under this Agreement. The Consultant's total liability for work performed, which includes any liability for any design defects pursuant to Civil Code § 2782.5, shall never exceed \$50,000 or the amount paid by the Owner for services performed under this Agreement, whichever is greater.

MEDIATION / DISPUTE RESOLUTION: Owner and Consultant agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract. If one party initiates any court, legal, or other action to enforce any obligations under this Contract without first attempting mediation, that party shall not be entitled to any costs or attorneys' fees as the prevailing party.

ATTORNEY FEES: If the parties become involved in litigation arising out of this contract or the performance thereof, the court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party.

TERMINATION: This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

See next page for Acceptance

SECTION 6 — AGREEMENT FOR CIVIL ENGINEERING SERVICES

Between Client Blair Larsen
Community & Economic Development Department
3225 Main Street
Sweet Home, OR 97386

Billing Contact Blair Larsen **Phone** (541) 818-8036
Billing Email blarsen@sweethomeor.gov

And Consultant Ashley & Vance Engineering, Inc.
33 NW Franklin Ave, Suite 110
Bend, OR 97703

Project Manager Davis Keeney **Phone** (541) 647-1445 x136
Email davis@ashleyvance.com

For the Project Sankey Park RFP
877 14th Avenue
Sweet Home, OR 97386

ACCEPTANCE

Commencement of Civil Engineering services may begin after the receipt of:

- This signed proposal
- Referenced documents in Section 2
- Initial payment amount indicated in Section 3
- Required information to be provided by Client in Section 6

Payments shall be sent directly to our San Luis Obispo office:

Ashley & Vance Engineering, Inc.
Attn: Accounting
1229 Carmel Street
San Luis Obispo, CA 93401

I, the Client, have read the above Section 1: Project Understanding, Section 2: Scope of Services, Section 3: Project Fee Summary, Section 4: Additional Services, and Section 5: Terms and Conditions, incorporated herein by reference **and agree to the terms and conditions set forth by the Consultant in this Proposal and Agreement, and any pertinent Attachments.**

Blair Larsen **(CLIENT)**

Date

Davis Keeney 103606PE **(CONSULTANT)**
Principal Engineer
Ashley & Vance Engineering, Inc

Date



REQUEST FOR PROPOSAL
SANKEY PARK PHASE III
ENGINEERING DESIGN

In consideration of

Ashley & Vance Engineering, Inc.
33 NW Franklin Avenue, Suite 110
Bend, Oregon 97703



Prepared for:

City of Sweet Home

Attn: Blair Larsen
Community & Economic Development Director
3225 Main Street
Sweet Home, Oregon 97386

Due: April 29, 2024 by 5:00 pm





Ashley & Vance Engineering, Inc.
33 NW Franklin Avenue
Bend, OR 97703
541.647.1445
www.ashleyvance.com

Dear Mr. Larsen:

Thank you for the opportunity to team with the City of Sweet Home to provide engineering design services for the Sankey Park Phase III Engineering Design project. Please find an introduction to our team and relevant experience on the following pages.

Collaboration, coordination, and communication with everyone on the team, including design professionals, construction teams, and City staff, are key elements of all successful projects. Through our experience with projects within Oregon, Ashley & Vance Engineering (AV) has established a history of effective collaboration amongst local industry professionals and personnel.

Based on a detailed review of the City's RFP, including all applicable addendums and questions, we feel confident that we can be a valuable partner in delivering a successful project to the City of Sweet Home. Our Ashley & Vance Engineering team will provide the following:

- **A local, responsive team.** Our Bend-based team has worked throughout Oregon for many years and is readily available to respond to requests and questions within 24 hours. We specifically built our team to address the design challenges faced across Oregon. With a unique combination of technical proficiency and local experience, our team will tailor industry-leading solutions to the City's needs.
- **Comprehensive, value-added results.** Committed to continuous improvement and adding value in everything we do, our team is ready to leverage our expertise with the creative problem solving that is fundamental to Ashley & Vance Engineering. With sensitivity to overdesign issues, our approach strives to both optimize the current project and to set the City up with long-term solutions that yield benefits into the future.
- **A collaborative, dedicated partner.** We know what it means to be a team player. At AV, we recognize that engineering is a collaborative process and embrace an active communication strategy throughout a project.

Our Bend-based principal engineer, Davis Keeney, PE, will serve as the Civil Engineer of Record and primary RFP contact. Additionally, Jack Mitchell will act as Senior Civil Engineer. Davis has reviewed and accepted all terms and conditions outlined in the RFP. Additionally, Davis is authorized to represent Ashley & Vance Engineering in any negotiations and can sign any contract which may result.

If you have any questions, please feel free to contact Davis at 541.647.1445 x136 or davis@ashleyvance.com. Thank you for your consideration and we look forward to your response.

Sincerely,

A handwritten signature in black ink that reads 'Davis Keeney'.

Davis Keeney, PE
Principal Civil Engineer
davis@ashleyvance.com
541.647.1445 x136

A handwritten signature in black ink that reads 'Jack Mitchell'.

Jack Mitchell, PE
Senior Civil Engineer
jmitchell@ashleyvance.com
541.647.1445 x190

PROJECT UNDERSTANDING & APPROACH



WHY WE LOVE PARK PROJECTS

Our favorite projects at Ashley & Vance Engineering are the ones that directly improve a community. We take great pride in the projects we deliver for local communities, especially public parks that are open to all types of users. Specifically, we prioritize and emphasize access for all through well thought out ADA accessibility design and understanding.

We enjoy designing local public spaces, specifically community parks, shared gathering spaces, trails, and similar community betterment projects because we are also the end users. Our Bend team actively uses parks throughout our entire beautiful state.

Ashley & Vance Engineering recognizes that to create a park that fosters community, builds relationships, and supports a healthy lifestyle, we must have a deep understanding of the current and future end user and the physical constraints and opportunities of the site.

OUR UNDERSTANDING OF THE PROJECT

Our understanding of the project is that the primary goal is to increase the accessibility throughout the park while maintaining the surrounding natural environment and park aesthetic. Key objectives include:

- Add accessibility from the existing upper parking lot located on south end of the site down to the lower portion of the park to the north using paved paths
- Create an ADA accessible switchback paved path with viewing platforms on the hillside above the future proposed bandstand
- Install soft surface paths on the east side of the hillside and site
- Install a new paved path along the east side of 14th Avenue between the two existing parking lots
- Install lighting along the proposed accessible pathways

LOCAL EXPERIENCE & FAMILIARITY

AV is currently working on several projects within the Willamette Valley, including projects in Corvallis, Springfield, and Eugene. Additionally, we recently completed work on Colonia Paz Phases I and II which consisted of five new affordable multifamily buildings over 9+ acres in Lebanon, OR. Although each project is unique in scope, all nearby projects required extensive ADA design work as well as public frontage improvements.

WE DESIGN PARKS THAT ARE...

- Safe and accessible for all types of users
- Durable and require minimal maintenance
- Useable year round



PROJECT APPROACH



We understand that the City is in need of high quality, professional engineering services from a local, responsive, well-qualified firm with experience in civil engineering.

We implement and utilize the following management techniques to ensure successful and complete projects:

- **Respond** to City requests within 24 hours
- **Readily available** for site visits
- **Define clear project scope** and objectives with the identified City project stakeholders
- **Prepare a proposal** for identified scope including:
 - List of key work items
 - Schedule (to include due dates for City staff input and products)
 - List of any sub-consultants required for completion of work
 - Cost proposal for mutual agreement prior to project start
- **Define our project team members** and **establish channels of communication**
 - Primary Contact: Davis Keeney, PE (Bend Office)
- **Maintain clear communication** between the project lead and City project stakeholders
- **Coordinate periodic meetings** with project team members and City project stakeholders
- **Monitor the scope, schedule, and budget** and make appropriate, clearly communicated, and agreed upon adjustments as necessary throughout project
- **Obtain necessary project information** by:
 - Completing research of City archives of record drawings
 - Contacting affected utility companies
 - Performing facility investigation
 - Researching code requirements
 - Any other record searches required to complete the work

- **Complete preliminary reports or studies**, such as feasibility & accessibility studies, as required in the project scope
- **Prepare and submit draft plans & specifications**, for City review and comment, and address returned comments at 30%, 50%, 90%, and 100% stages
- **Prepare plans using Computer Aided Design (CAD)** and other software, (including AutoCAD, Revit, Autodesk BIM 360, and Vectorworks)
- **Communicate with appropriate public agency staff** to ensure mutual interpretation of applicable codes to avoid unnecessary or inefficient design changes
- **Submit plans to the Authority Having Jurisdiction (AHJ)** for permits and addressing comments (resubmit as needed)
- **Provide Quality Assurance and Quality Control** internal and external reviews
- **Prepare and submit completed approved bid package** to include: plans and specifications signed and stamped by the professional engineer of record
- **Prepare record drawings for the City** based on red line plans after construction work is complete

Our unique business model sets us apart from other firms. We leverage technology to share knowledge and resources across offices, personal backgrounds, and specialties. This allows us to be efficient yet adaptive to our client's needs.

OVERVIEW OF PROJECT TEAM

PROJECT ROLES



DAVIS KEENEY, PE | PRINCIPAL CIVIL ENGINEER / CIVIL EOR / PRIMARY CONTACT

davis@ashleyvance.com ■ 541.647.1445 x136

Davis will serve as the Civil Engineer of Record (CEOR) for the various civil related aspects of the project. His primary responsibilities will be to lead the civil team throughout the project and provide critical insight and management. Davis will be the primary point of contact for the full duration of the project.



JACK MITCHELL, PE | SENIOR CIVIL ENGINEER

jmitchell@ashleyvance.com ■ 541.647.1445 x190

As the Senior Civil Engineer, Jack will be responsible for providing essential recommendations based on project scope and performing detailed civil calculations needed for the project. He will also provide assistance with construction administration during the bidding and construction phases.



MARC HASENOEHL | CIVIL DESIGN ENGINEER

marc@ashleyvance.com ■ 541.647.1445 x200

As a Civil Design Engineer, Marc fills many roles including report preparation, design calculations, and grading and drainage plans. Marc will assist with all phases of the project.



EMILY PASSEY | CIVIL DESIGN ENGINEER

epassey@ashleyvance.com ■ 541.647.1445 x213

As a Civil Design Engineer, Emily will support the team with pertinent calculations as well as providing any required grading and drainage plans. Emily will support all phases of the project.



S&F LAND SERVICES | LAND SURVEYING

www.sflands.com ■ 541.797.0954

S&F Land Services will be providing topographic surveying, utility locating, aerial photography, and boundary/ROW mapping services as needed for the duration of the project.

TEAM MEMBER QUALIFICATIONS



DAVIS KEENEY, PE | PRINCIPAL CIVIL ENGINEER / CIVIL EOR / PRIMARY CONTACT

davis@ashleyvance.com ■ 541.647.1445 x136



Davis is a licensed civil engineer in Oregon and has designed and managed both public infrastructure and private development projects. Davis has experience on a variety of Oregon projects with public agencies including the Bend Park and Recreation District, Oregon Parks and Recreation Department, and the Bend-La Pine School District leading the design of public parks and school playgrounds. He has been responsible for managing large-scale projects through land use, construction documents, and construction administration. Davis is currently the lead designer and manager for the Manzanita Ridge Park project and was the lead designer and manager for the Portland Women's Forum Park Site Improvement project and the Colonia Paz Affordable Housing project located in Lebanon, OR.

LICENSE

Professional Civil Engineer
103606PE

EDUCATION

BS, Civil Engineering
Montana State University, Bozeman

JACK MITCHELL, PE | SENIOR CIVIL ENGINEER

jmitchell@ashleyvance.com ■ 541.647.1445 x190



Jack is an integral part of the Bend Civil team at Ashley & Vance Engineering. He graduated from Oregon State University with a Bachelor's degree in Civil Engineering, and his professional experience includes a variety of projects in both the public and private sectors. He has worked on transportation, utility, mixed-use commercial, and residential subdivision design projects and is a registered Professional Engineer and Land Surveying Intern in the state of Oregon.

Jack is also experienced in construction inspection and administration. He has been the lead construction inspector for large utility and transportation infrastructure projects. His professional interests include trenchless technologies for underground utility maintenance and repair. Jack is a certified Cure-in-Place Pipe (CIPP) and Manhole Rehabilitation inspector and has professional experience in construction inspection and administration for multiple CIPP and Manhole Rehabilitation projects.

LICENSES

Professional Civil Engineer: Oregon - 91299
Land Surveying Intern: Oregon - 91299LSI
ODOT Certified General Construction Inspector, 50516
NASSCO Certified Cure-in-Place Pipe Inspector,
CIPP-0718-0400373
NASSCO Certified Manhole Rehabilitation Inspector,
MR-0918-0100787

EDUCATION

BS, Civil Engineering
Oregon State University, Corvallis

TEAM MEMBER QUALIFICATIONS



MARC HASENOEHRL | CIVIL DESIGN ENGINEER

marc@ashleyvance.com ■ 541.647.1445 x200



Marc has been designing and managing construction of both public infrastructure and private development projects in Central Oregon for over four years. Prior to AV, he gained experience inspecting public infrastructure at ODOT. Additionally, he has experience with mixed-use commercial, residential and subdivision development projects throughout Bend.

LICENSE

Engineer-in-Training
95916EIT

EDUCATION

BS, Civil Engineering
Oregon State University, Bozeman

EMILY PASSEY | CIVIL DESIGN ENGINEER

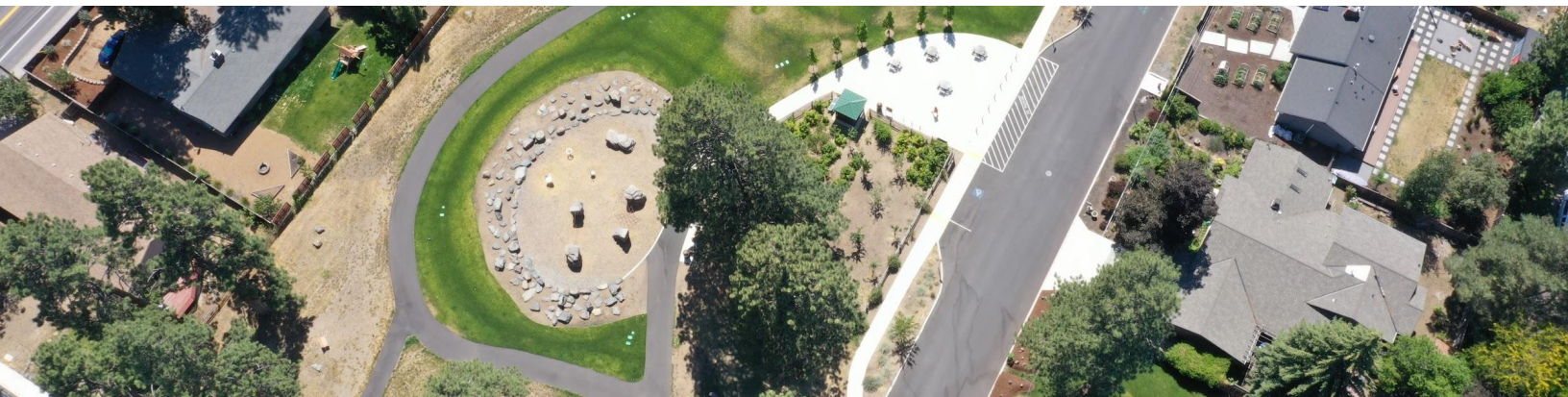
epassey@ashleyvance.com ■ 541.647.1445 x213



Emily brings a unique experience to the team, having worked for the USDA as an Agricultural and Civil Engineer for two years prior to joining the civil team at AV. Her experience includes commercial, industrial, residential and subdivision development projects throughout Oregon. She also has experience working on school projects; including ADA ramp improvements at La Pine High School.

EDUCATION

BS, BioResource & Agricultural Engineering
Cal Poly, San Luis Obispo



SUBCONSULTANT: SURVEYOR



S&F LAND SERVICES

901 NW Carlon Ave., Suite 3
Bend, Oregon 97703

Office: 541.797.0954
<https://www.sflands.com>

S&F Land Services was established in Bend and Portland, Oregon in 2016 and has been servicing clients throughout the state ever since. Our team has grown to over 50 employees consisting of professional land surveyors, certified federal surveyors, certified photogrammetrist, certified mapping scientist and FAA certified Part 107 pilots. Andrew Huston, survey manager, was born in Bend and has spent the entirety of his 24-year surveying career servicing clients throughout Oregon, including dozens of local and state parks. Brad Rhoades, project surveyor/UAS pilot, has lived in Bend since 2006 after earning a second degree in Geomatics from Oregon Institute of Technology in 2017. Brad has provided both field and office support for multiple medium to large park related projects dating back to 2018.

SURVEY TEAM



ANDREW HUSTON, PLS
DIRECTOR OF SURVEY OPERATIONS

andrew.huston@sflands.com

Andrew has 24+ years of experience in the survey industry.



BRAD RHOADES, PLS
PROJECT SURVEYOR

brad.rhoades@sflands.com

Brad is a Project Surveyor with over 8 years of experience.

REPRESENTATIVE PROJECTS

MANZANITA RIDGE PARK BEND, OREGON

Produced a full existing conditions map of the park facilities. Data was obtained through both UAS photogrammetry and conventional means. Extensive survey research was conducted to retrace the park boundary.

SAWYER PARK BEND, OREGON

Produced a full existing conditions map of a portion of the park facilities. Data was obtained through both UAS photogrammetry and conventional means. Extensive survey research was conducted.

SMITH ROCK STATE PARK TERREBONNE, OREGON

Produced a full existing conditions map of a portion of the park facilities, totaling over 50 acres in size. Data was obtained through both UAS photogrammetry and conventional means. Extensive survey research was conducted.

PORTLAND WOMEN'S FORUM CORBETT, OREGON

Project consisted of producing a full existing conditions map of a portion of the park facilities. Data was obtained through both UAS photogrammetry and conventional means.

KAM WAH CHUNG STATE PARK JOHN DAY, OREGON

Project consisted of producing a full existing conditions map of the park facilities. Data was obtained through both UAS photogrammetry and conventional means. Extensive survey research was conducted to retrace the park boundary and title information was reviewed to retrace existing easements which affected the park parcel(s).

FIRM QUALIFICATIONS



WHO WE ARE

Since 2005, **Ashley & Vance Engineering, Inc.** (AV) has focused on serving the best interests of our clients by utilizing our experience in the engineering and construction industries to turn creative concepts into constructible realities. We develop project teams that have earned a reputation for delivering practical, cost-effective engineering designs, on time and on budget. Shaped by the individual experiences of our principal engineers, our design philosophy delivers a thoughtful, real world approach to construction. As skilled listeners, we always put ourselves in our client's shoes to help us succeed together.

WHAT SETS AV APART?

- **Practicality:** We never lose sight of the fact that we're creating real-world solutions for real-world problems. We find the sweet spot between innovation and what's tried-and-true so we can deliver.
- **Service:** We don't leave our team, clients, or contractors in the dark. We're known for our proactive, responsive approach to communication. We strive to be a true partner at every project stage.
- **Quality:** We genuinely like the work we do; a fact that shows in the quality of the final project. With an open-minded approach, we're able to provide the exceptional deliverables key to successful projects.
- **Team:** We're invested in our people and it shows. We've assembled a 100+ person multidisciplinary team that strives for doing and being their very best. It's our team that keeps clients coming back to AV.

COMPANY RESOURCES

We successfully integrate the best people with the latest technology, enabling us to combine large firm resources with small firm efficiency. Our strong local presence established in each of those locations allows us to take pride in the relationships we forge and the clients we serve. Our firm offers technical expertise in civil and structural engineering, from entitlements to construction documents. Our experience includes production housing, multifamily and RCFE projects, hotels, wineries, resorts, public works, infrastructure, industrial, commercial, education, OSHPD/HCAi, DSA, and aerospace projects.

Beyond our nine office locations, we have professional engineering licenses in Alabama, Arizona, California, Colorado, Florida, Hawaii, Idaho, Kansas, Maryland, Missouri, Montana, Nevada, New Mexico, Oregon, Pennsylvania, Texas, Utah, Virginia, Washington, and Wyoming.

OUR OFFICE LOCATIONS

OUR LOCAL OFFICE

BEND, OR
541.647.1445

ADDITIONAL LOCATIONS

SAN LUIS OBISPO, CA
805.545.0010

SACRAMENTO, CA
916.790.3181

RENO, NV
775.825.4945

OAKLAND, CA
510.473.2221

PALM SPRINGS, CA
760.392.1445

SANTA BARBARA, CA
805.962.9966

LOS ANGELES, CA
323.744.0010

DENVER, CO
303.755.9762

TEAM

Over 100 Team Members
50+ Licensed Engineers
10 Licensed Structural Engineers
30+ Engineers In Training

REGISTRATIONS

DIR: PW-LR-1000975654
NAICS Code: 541330
DUNS: 010311847
CAGE CODE: 60T94
UBI: 110855
Federal Small Business
S-Corporation

GOODRICH PASTURE PARK | BEND, OR

Client: Bend Park and Recreation District
Duration of Services: 2018 - 2020
Civil Design Budget: \$54,000

AV oversaw the project delivery of onsite and offsite improvement plans for this neighborhood park. Goodrich Pasture Park required a new City of Bend street to be designed and constructed along the park's frontage. The 2.5-acre former horse pasture includes playing fields, a walking track, seating areas, orchards, and a small pavilion. AV was involved in the project from design and permitting through final construction. AV assisted in obtaining land use approvals, construction permits, publicly procured bids for construction, and construction closeouts. Includes ADA improvements. **Design services were completed on time and on budget.**

PORTLAND WOMEN'S FORUM | CORBETT, OR

Client: Oregon Parks and Recreation
Duration of Services: 2023
Civil Design Budget: \$95,000

Provided civil engineering design for site layout, grading and drainage for the new parking lot, and multiple new ADA-compliant pathways throughout the steep existing site. The primary goal of the project was to celebrate the historic viewpoints at the Portland Women's Forum site by relocating the parking lot away from the lookouts while also providing ADA access, specifically to the existing historic viewpoints. Our team worked closely with Oregon Parks and Recreation to deliver a design that complied with local code, Federal ADA accessibility code, and met the client's vision. **Design services were completed on time and on budget.**

COLONIA PAZ PHASES I AND II | LEBANON, OR

Client: Farmworker Housing Development Corporation
Duration of Services: 2018-2023
Civil Design Budget: \$116,000

Located in Lebanon, OR, Colonia Paz is an affordable housing community sitting on nearly 9 acres in the middle of town. Designed in conjunction with the Farmworker Housing Development Corporation, this project includes full ADA accessibility throughout the entire 9 acres, a central communal area with basketball court, playground, seating, and BBQs, and a stunning mural by Hector Hernandez. **Design services were completed on time and on budget.**

ADDITIONAL REFERENCE PROJECTS

- **Manzanita Ridge Park** (in progress)—Bend, OR, Bend Parks and Recreation District—
Civil Design Budget: \$27,000
- **PC Timbers Field Complex at Pine Nursery Park**—Bend, OR, Bend Parks and Recreation District—
Civil Design Budget: \$11,000
- **Kam Wah Chung State Heritage Site** (in progress)—John Day, OR, Oregon Parks and Recreation Department—
Civil Design Budget: \$128,000
- **MVHS High School ADA Improvements**—Bend, OR, Bend-La Pine School District—
Civil Design Budget: \$26,000

RESOURCES AND REFERENCES



STATEMENT: CONSULTANT TIME & RESOURCES

Our consulting team is readily-available to respond to requests and deliver the information needed to keep this project moving forward in order to meet deadlines and schedule obligations. We are committed to responding to requests from the City of Sweet Home within 24 hours and are available for conference calls or in-person meetings on short notice. Our team is committed to completing the project on schedule.

REFERENCES

Oregon Parks and Recreation Department

Patrick Cimmiyotti, District Manager

541.993.5679

Patrick.CIMMIYOTTI@opr.d.oregon.gov

725 Summer Street NW, Suite C

Salem, OR 97301

Project(s): Portland Women's Forum

Pinnacle Architecture

Yuko Mino, Project Architect

541.388.9897 x 15

Yuko@parch.biz

1661 SE 3rd Ave.

Portland, OR 97214

Project(s): Colonia Paz Phase I and II

Bend Parks and Recreation District

Brian Hudspeth, Development Manager

541.706.6137

Brian@bendparksandrec.org

799 SW Columbia St.

Bend, OR 97702

Project(s): Goodrich Pasture Park





Hourly Rate Schedule

As of January 1st, 2024, the hourly billing rates for the Bend office shall be as follows:

Principal Engineer	\$195
Senior Engineer	\$170
Project Engineer	\$145
Design Engineer	\$125
Office / Clerical	\$95

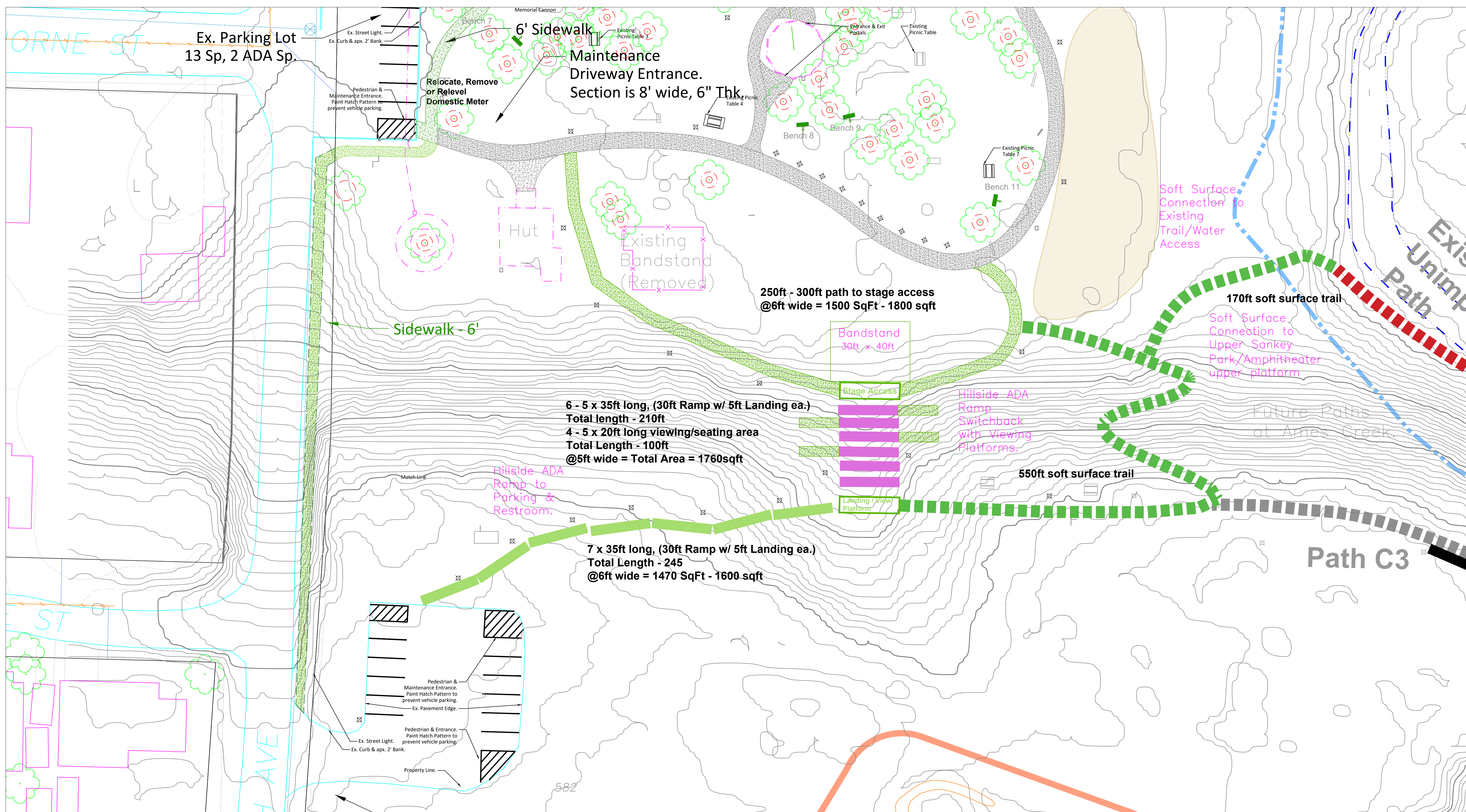
All invoices are billed on a monthly basis, due and payable upon receipt. A 1½ % monthly finance charge may be assessed for payments greater than 30 days past due. Ashley & Vance Engineering, Inc. may suspend services until account is brought current.

Ashley & Vance Engineering, Inc. carries both professional and general liability insurance. Certificates will be issued upon request.

S&F Land Services – 2024 Rates

Title	Rates
Project Manager	\$235
QA/QC Manager	\$210
Project Surveyor II (PLS)	\$190
Project Surveyor I (PLS)	\$165
Certified Photogrammetrist	\$180
Advanced Mapping Specialist	\$160
Office Technician	\$120
CAD Technician	\$100
1-Man Crew	\$165
Party Chief	\$120
Field Technician	\$90
Part 107 Pilot (UAS)	\$165
Administrative Staff	\$85

Title	Rates
UTV (Daily)	\$185
Boat/motor (Daily)	\$185
Sonarmite Single-Beam Echosounder (Daily)	\$150
Trimble X7 Scanner (Daily)	\$400
Trimble SX10 Scanner (Daily)	\$250
Unmanned Aerial System (UAS) w/ LiDAR Sensor (Daily)	\$400
Mileage	GSA Rates
Per Diem	GSA Rates



Project Overview - Bandstand Options
 Horizontal Scale 1" = 50'



DWG No./Rev. 9:\engr\pww\xxxx.dwg	SCALE 1" = 50' FILE-DRW x-x	DATE 03-14-2018	SIZE D
XREFS: 9:\engr\pww\xxxx.dwg			
CITY OF SWEET HOME, Public Works Department Engineering Division, 1140 12th Avenue, T:541-367-6977 F:541-367-6440			
LINE IS 2 INCHES FULL SIZE (NOT TO SCALE ACCURATELY)			
ISSUE / REV. XXXX	TITLE Sankey Park Concept Plan Improvements: Sankey Bandstand. Draft - Tentative Layout New Bandstand - Draft		
Proposal Work, Layout, Building Demo, Size, Shape, Electrical.			
SHEET 12.3			

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Sweet Home**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG23-004
Project Title: Lower Sankey Park Phase III
Project Type (purpose): Development
Project Description: The Project will construct a new accessible bandstand, a sidewalk, a soft and hard surface trail network with landings that can function as amphitheater seating, and install benches, lighting and security cameras at Lower Sankey Park in Sweet Home, Oregon. The Project is further described in Attachment A - Project Description and Budget.

Grant Funds /		
Maximum Reimbursement:	\$177,080	(59.83%)
Grantee Match Participation:	<u>\$118,913</u>	(40.17%)
Total Project Cost:	\$295,993	

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdrgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$295,993**, and the Grantee's Match participation rate of **40.17%**, **the reimbursement rate will be 59.83%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **59.83%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdrgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2025**. If the Project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Project Description and Budget
- Attachment B: Standard Terms and Conditions
- Attachment C: Inadvertent Discovery Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A; Attachment C.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:


Grantee Administrator
Angela Clegg
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8113
aclegg@sweethomeor.gov

Grantee Billing Contact
Cindi Robeck
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386
541-367-8113
crobeck@sweethomeor.gov

OPRD Contact
Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-951-1317
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

By: 
Signature
Susan Coleman
Printed Name
Mayor
Title
10.31.23
Date


Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

By: Jeffrey B. Grant, AAG
ODOJ Signature or Authorization


by email on September 25, 2023
Printed Name/Title


by email on September 25, 2023
Date

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: 
Daniel Killam (Nov 20, 2023 16:50 PST)
Daniel Killam, Deputy Director of Administration
11/20/23
Date

Approval Recommended:

By: 
Michele Scalise (Nov 20, 2023 11:28 PST)
Michele Scalise, Grants Section Manager
11/20/23
Date

By: 
Mark Cowan (Nov 17, 2023 14:26 PST)
Mark Cowan, Grant Program Coordinator
11/17/23
Date

Attachment A: Project Description and Project Budget

OPRD Grant Number: LG23-004
Project Title: Lower Sankey Park Phase III
Grantee Agency: City of Sweet Home

Project Description:

The Project will construct a new accessible bandstand, a sidewalk, a soft and hard surface trail network with landings that can function as amphitheater seating, and install benches, lighting and security cameras at Lower Sankey Park in Sweet Home, Oregon.

Project Budget Worksheet

Bandstand (Community Event Center) Installation	\$ 35,000
Electrical Contractor	\$ 10,000
Concrete Contractor	\$ 23,500
Engineering Consultant	\$ 4,680
Force Account Labor	\$ 28,713
Hard Surfaced Trails	\$ 22,000
Sidewalk	\$ 10,500
Dirt / Soft Surfaced Trails	\$ 3,000
Trail and Bandstand (Community Event Center) Lighting	\$ 12,100
Irrigation	\$ 4,000
Security Cameras	\$ 10,000
Benches	\$ 8,000
Bandstand (Community Event Center) Materials	\$ 124,500
Total Project Cost	\$ 295,993

Match Funding

City of Sweet Home - Force Account Labor	\$ 28,713
City of Sweet Home - Budget	\$ 24,000
Private Donations	\$ 66,200
Total Match from Grantee	\$ 118,913

Summary

Total Project Cost	\$ 295,993
Total Match from Grantee	\$ 118,913
Grant Funds Requested	\$ 177,080

Attachment B – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State, the Oregon Secretary of State, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

16. **Entire Agreement:** 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. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

ATTACHMENT C

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found.

Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:

- Project Manager
- Agency Official
- Contracted Archaeologist (if applicable)
- Oregon State Police - **DO NOT CALL 911** 503-378-3720
- SHPO (State Historic Preservation Office) 503-986-0690
- LCIS (Legislative Commission on Indian Services) 503-986-1067
- Appropriate Native American Tribes (as provided by LCIS)

5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.

6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

From: [CLEARANCE ORSHPO * OPRD](#)
To: [COWAN Mark * OPRD](#)
Subject: RE: LG23-004 Lower Sankey Park - Sweet Home
Date: Monday, August 21, 2023 2:33:45 PM
Attachments: [image002.jpg](#)

THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW

THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 23-1104 . Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 09/14/23 . Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx> .

Do not respond to this email.

From: COWAN Mark * OPRD <Mark.COWAN@oprd.oregon.gov>
Sent: Wednesday, August 16, 2023 9:09 AM
To: CLEARANCE ORSHPO * OPRD <ORSHPO.Clearance@oprd.oregon.gov>
Subject: LG23-004 Lower Sankey Park - Sweet Home

SHPO review is requested for the following Local Government Grant Program project:

LG23-004 Lower Sankey Park - Sweet Home

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,



Request for Reimbursement Guide

All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrgrants.org
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan
Grant Program Coordinator
mark.cowan@oprdr.oregon.gov
503-951-1317
<https://www.oregon.gov/oprdr>