

Council Business Meeting

March 16, 2021

Agenda Item	Award of Contract for Design Services East Main Park Development	
From	Michael A. Black, AICP	APRC Director
Contact	Michael.Black@ashland.or.us	

SUMMARY

Ashland Parks and Recreation Commission (APRC) is requesting approval of a contract for professional landscape design services with Terrain Landscape Architecture to provide design and construction documents for East Main Park development for a cost of \$107,000.

POLICIES, PLANS & GOALS SUPPORTED

APRC Commission Goals 2019-21 Biennium

Goal 4: Design and begin building new East Main Street neighborhood park, including the top priority of the second Ashland dog park

PREVIOUS COUNCIL ACTION

The East Main Park Development project was approved in the 2019-21 Biennial budget process as a CIP (Capital Improvement Project) for Parks.

In early 2019, the APRC adopted a high priority goal to “design and build a new East Main neighborhood park, including the top priority of the second Ashland dog park.” and to “work with volunteers to explore costs and locations for a pump track and mountain bike skills park.”

BACKGROUND AND ADDITIONAL INFORMATION

On October 30, 2020, APRC published a Request for Proposals - Qualification Based Selection. On November 30, 2020 four proposals were received. An evaluation team of six members completed a comprehensive review of the proposals. Each proposal was scored in accordance with the criteria listed in the Request for Proposal (RFP) document.

	CATEGORY	POSSIBLE POINTS
1.	Project Approach	40
2.	Project Experience	20
3.	Project Team Experience	20
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	20
	Total	100

Scoring was conducted individually and independently by each team member with the scores totaled to determine the top ranked firm. The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Terrain Landscape Architecture	526.5	1
ABLE	521.5	2
Two Oaks Studio	484	3
Oregon Architecture	370	4

After ranking was completed an Intent to Negotiate with Terrain Landscape Architecture was issued on January 7, 2021, and a bid proposal and fee schedule were requested.

The fee schedule is based on the scope of work outlined in the RFP, which includes Schematic Landscape Design, Design Development, Construction Documents, Entitlement/Approvals and Construction Administration for a new regional/neighborhood park.

APRC is beginning the design phase for a new regional/neighborhood park at the 2228 East Main Street property. This 5.52-acre open space parcel will provide a park on the southeast end of town. An adjacent one-acre parcel, which the City currently has under contract, has also been included in the conceptual drawings for the park. This addition would bring the total acreage of the new park to 6.52 acres.

ARPC is currently working to annex both the 5.52-acre City-owned property and the proposed one-acre addition into the City of Ashland. APRC has contracted with Richard Stevens & Associates Inc. to assist in this annexation. A site survey and wetland mitigation plan have already been completed for this property. No wetlands were identified. Oregon Department of State Lands reviewed the report and agreed.

A public input session was held on October 24, 2019, where design elements and neighbor concerns were gathered. Approximately 60 citizens took part in this meeting. The neighbors and stakeholders are generally in favor of a new park with several key elements as set forth below:

- Off-leash dog park
- Bicycle pump track
- Bicycle skills park area
- Community garden
- Active and passive play areas
- Walking trails
- Open space

FISCAL IMPACTS

The total for design services would be \$107,000. This project is funded with Food and Beverage tax.

STAFF RECOMMENDATION

Staff recommends the approval of the contract award and authorization for the City Manager to execute the attached contract for design services of the East Main Park Development with Terrain Landscape Architecture.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to approve the contract award for design services for the East Main Park Development project with Terrain Landscape Architecture
- 2) I move to deny the contract award for design services for the East Main Park Development and direct staff to...

REFERENCES & ATTACHMENTS

Attachment 1: Terrain Landscape Architecture RFP Response

Attachment 2: Fee Schedule

Attachment 3: Personal Services Agreement with Terrain Landscape Architecture



RESPONSE TO REQUEST FOR PROPOSAL

EAST MAIN PARK DEVELOPMENT CITY OF ASHLAND PARKS AND RECREATION ASHLAND, OREGON

MARCH 16, 2020 | 2:00PM





3.1 PROJECT APPROACH

INTRODUCTION

Terrain Landscape Architecture, Arkitek, and VeloSolutions are thrilled to share our interest in the East Main Park Development. We have put together a unique team to deliver the professional design services and technical specifications to be used in the construction of a new park. Our team consists of professionals that have worked on local municipal projects for many years, as well as team members that are experts at asphalt pump track systems. With a local office, we believe there's an advantage when design and construction are in full-swing. We also have a regional understanding of materials that will successfully thrive in our environment with little to zero maintenance. Our team is focused on the successful integration of a project's pragmatic needs with a functional budget. We envision a project that exceeds expectations through the innovative use of locally based materials and resources, providing a character unique to Southern Oregon.

Our approach will begin with a review of all studies, the site, and previous community meeting notes. We see ourselves as a link in the process of discussion for the design of the park and will heavily rely on the input from the public and staff to ensure that the park is successful and enjoyed by all. We foresee implementing a strong public outreach and involvement campaign with the goal of maximizing input to create a park that's representative of all of the community's needs. The team will employ an interview process that focuses on potential facility users, user groups (RVMBAs, Community Gardeners, Parks Commissioners, etc) and neighbors who will be using the park and what specific amenities they might require. A community outreach program will be implemented.

DISCOVER, REFINE, IMPLEMENT

Step 1 : Discover

Our team will begin this stage of analysis with a formal Planning and Strategy Meeting (kick-off meeting). Also, the team will work with project representatives to determine the most appropriate scope of services and methodology to accomplish your goals. Schematic Design will involve plans and sections showing critical dimensions and features, including a design narrative. The goal of this phase will be to refine and validate the concept that has been defined and identify all project requirements.

Step 2 : Refinement

Design Development pinpoints issues that need to be resolved. We will refine and coordinate all utilities, MEP, and finalize materials. We will continue working with staff and the community to refine paving finishes, playground items, community garden layout, pump track layout, parking and facilities layout, etc. This will offer guidance on topics such as longevity of materials, quality of experience, safety concerns, and maintenance costs.

Step 3 : Implementation

Construction Documents (CD) is a continuation of the project design process, with final CD'S utilized for project bidding and permitting. CD's and Specifications will present the details for park construction, including the pump track, bike skills area, facilities, and playground. Final coordination among all disciplines will be critically important to this phase of the project and internal quality control process will be implemented to ensure that precise plans and specifications are completed on time and on budget.

QUALITY CONTROL

Terrain Landscape Architecture employs an in-house Quality Control Program that begins early in the design process and is based on an open dialogue between team members and scheduled in-house and team plan progress reviews to ensure that design intent is maintained and met. We employ a QA/QC checklist at milestones, and all issued drawings are reviewed by the principal that is least involved in the project, to give a new set of eyes to the documents.

3.1 PROJECT APPROACH



ACCESSIBILITY

Health, Safety, and Welfare will be our mantra throughout the entire design process. The health of the community involves creating a park that is accessible to a diversity of user groups, multiple generation, and different levels of the same use. We will involve the Bee City USA Subcommittee, Ashland Senior Advisory Committee, RVMA, and other stakeholders in the design process to ensure that this park is representative of the community at large. We see this park teeming with dogs, dog owners, children of all ages, bike riders of all ages, neighbors, and community garden members. We will study each of these program elements, how they interact with the space and how they interact with each other. Our goal is to provide options for multiple park activities for the entire community.

SPECIFICITY

Specificity of place affects the users and how they connect with the park. Our team will define a complete set of standards for each area of the park in order to provide a framework for the quality of the park experience. Each area will be grounded by the environment through material changes, signage, and sensory cues. And a common theme will weave its way through all the park area to create a holistic design. Passive and active recreation spaces will set the tone for each area with common spaces linking each program element. Developing “One Place after Another” will help to create a contiguous experience throughout the park.

FUNCTIONALITY

East Main Park will be used for passive and active recreation. However, high-quality design is synonymous with functionality. The park needs to function for multiple generations and user types and our approach to functionality will involve studying how each of these users interact with themselves and each other. As soon as the team dives into the design of the park, we will reconfirm the program elements, users, materials, and ultimately the functionality of the park. The success of the park will be determined by how it functions and is maintained over time. We will look at the design through a lens of practicality, involving the staff in key maintenance decisions, to ensure the functionality over time. From the inception of this project, we will work with staff on a maintenance approach that parallels the design of approach for this park.

ADAPTABILITY

Our team is able to adapt throughout the project by hands-on problem solving and drawing from our past experience. We strongly will encourage public input and adapt the design based on the needs of the users. Creative solutions will be implemented involving the perspectives of the staff and public. Additionally, as Ashland Community members, we can immerse ourselves in the environment to understand how the park should function when the ribbon is cut and for many years to come. Flexibility is key to adaptability and our goal is to create a park that is adaptive and usable by many residents.

INNOVATION

“Low Maintenance” design for the landscape is the best design for municipal projects. Those projects that fall to disrepair due to deferred maintenance and are not successful. We plan to employ our entire team, staff, and public to develop innovative methods for construction, site layout, and material/plant selection. We will involve local resources to facilitate choosing the correct materials. We will research parks in other municipalities to determine how others are reducing maintenance and liability. And we will brainstorm amongst the team to develop innovative and new methods for construction and park design. Checks and balances will be imperative to ensure that our innovative ideas are functional and can withstand the test of time.

3.2 PROJECT EXPERIENCE

Our firm consists of three Principals, whose talents are utilized as needed on every job that comes through our door. Throughout the design and construction process for the project, TLA will employ the talents of the office to deliver the City of Ashland a quality neighborhood regional park. All members will be involved in the design process, from the initial community meeting through construction. TLA anticipates the following resource allocation to complete the Daniel Meyer Pool work:

Piper von Chamier, *Designer/Project Manager/Public Outreach*; **45% office time**
Sam Bickel, *Quality Control/Public Outreach*; **25% office time**
James Love, *Project Manager*; **15% office time**

PUBLIC OUTREACH

Our team has extensive experience working in the public realm. TLA and Arkitek are Ashland-based companies with members that are very involved in the community and local projects. Piper von Chamier from TLA collaborated with community members and Sellwood Stewardship Committee in Portland, Oregon to transform a neglected city corner and wilderness overlook into an enhanced public space and neighborhood hang out. She also worked with community members in Portland Oregon while serving as Secretary for Friends of Portland Community Gardens. And she worked with several teachers and principals at various elementary schools in Portland to collaborate and create Nature Playgrounds for the schools.

Throughout the project of the CraterWorks Makerspace with Central Point School District 6 and the non-profit community liaison Direct Involvement Recreational Teaching (D.I.R.T.), Christopher Brown and the arkitek team worked to establish a defined program and budget scope for the 20,500 sf facility from a variety of methods, ranging from community presentations, open brain-storming discussions, and design charrettes with students and community members.

LOW MAINTENANCE DESIGN

Our team will look at the project through a practical lens, involving the city's maintenance staff on key design decisions. Throughout the Southern Oregon Hospice House project in Medford, Piper von Chamier worked with staff and volunteers to transform the landscape into garden areas appropriate for the hospital facility with the goal of reducing maintenance to avoid taxing the staff's time. Materials and layout at the Skyrman Nature Center were design by Christopher Brown and Arkitek with a focus on keeping maintenance down and preventing vandalism of the built structure.



Lewis Elementary - Work completed prior to Terrain Landscape Architecture

3.2 PROJECT EXPERIENCE



RELEVANT DESIGN EXPERIENCE



MOUNTAINSIDE PLAY ACRE*

Terrain Landscape Architecture
North Star, Lake Tahoe, California

Completed: 2017
Project Budget: \$225,000
Project Team: Michelle Mathis, RLA
Principal Landscape Architect
Piper von Chamier, RLA
Project Manager

The Play Acre was created for children so they could connect with nature and outdoor play. Families from the surrounding neighborhood can enjoy the park, gather at the amphitheater, climb boulders, and enjoy the playground setting that blends into the hillside. This park was designed with a goal of being low maintenance and lasting for generations.

References: Kerry KenCairn, RLA
KenCairn Landscape Architecture
kerry@kencairnlandscape.com
(541) 488-3194

** Indicates work completed prior to joining Terrain Landscape Architecture*



PHOENIX PLAZA*

Terrain Landscape Architecture
Phoenix, Oregon

Completed: 2018
Project Budget: \$2.8 million
Project Team: Matt Small, AIA
Project Architect
James Love, RLA
Project Manager
Sam Bickel
Project Manager

The Phoenix Plaza Civic Center in Phoenix, Oregon is recognized as the community's heart and serves the community in multiple ways including functioning as an event center and a community park. The site's design includes multiple outdoor spaces that serve as extensions of the indoor use and also includes a spring fed water feature.

References: Aaron Prunty, Phoenix City Manager
(541) 535-1955

** Indicates work completed prior to joining Terrain Landscape Architecture*

3.2 PROJECT EXPERIENCE



This beauty of a pump track is in Temecula, California at the Ronald Reagan Sports Park. With a total length of 187m of smooth riding, this track has an asphalt surface to help reduce maintenance. It provides the ideal access to cycling from toddlers through professional cyclists, and is fun for the whole family.

TEMECULA PUMP TRACK

VeloSolutions

Temecula, California

Completed: 2019

Project Budget: \$450,000

Project Team: Alon Karpman

Onsite Construction

Claudio Caluori

Pump Track Design

Don Wimer

Project Superintendent

References:

City of Temecula

Nino Abad

Nino.Abad@temeculaca.gov

(951) 308-6385



The open-air Thalden Pavilion at Southern Oregon University invites visitors to dance, create art, teach and celebrate in the spirit of sustainability, its builders say.

The pavilion is used by SOU, Ashland High School, Ashland Middle School, Walker Elementary School, Willow Wind Community Learning Center and the adjacent SOU organic garden, which supplies school lunch programs.

SOU THALDEN PAVILION

Arkitek

Ashland, Oregon

Completed: 2018

Project Budget: \$1.2M

Project Team: Christopher Brown, AIA

Principal Architect

Gulia Iskhakova

Designer

References:

Drew Gilliland, facilities director

Southern Oregon University

(541) 552-6223

gilliland@sou.edu

3.3 PROJECT TEAM EXPERIENCE



ORGANIZATIONAL STRUCTURE

Our core design team will consist of key personnel from Terrain Landscape Architecture, Arkitek, and Velosolutions. Behind each of these individuals is a fully staffed office ready to take on the demands of the project. We will supplement our knowledge and experience by including consulting engineers for Civil and Structural solutions. The scope of consultant work will depend on how the project develops through the schematic and design phases.

Every consultant that we propose to bring in on the project has worked with us on projects of a similar scope.

FIRM	ROLES / TASKS	KEY STAFF	EXPERIENCE
Terrain Landscape Architecture	Project Leadership, QA-QC, Landscape Architectural Design, Community Outreach, Project Management, Consultant Coordination	Piper von Chamier, RLA James Love, RLA Sam Bickel	50+ Combined Years of Landscape Architecture
Arkitek: design & architecture	Facilities design, Community Outreach	Christopher Brown, AIA Jane Alexanderr Gulia Iskhakova	15 Years of Architecture
Velosolutions	Asphalt Pumptrack Design	Claudio Caluori	Internationally Acclaimed Asphalt Pumptrack Designer

POSSIBLE CONSULTANTS			
Powell Engineering and Consulting	Civil Engineering for Stormwater systems, parking structures, and utilities	Todd Powell, PE	20 Years of Civil Engineering,
To be Determined	Structural Engineering		Recommended by Arkitek



Aerial Runway Pump Track - VeloSolutions

3.3 PROJECT TEAM EXPERIENCE

KEY STAFF EXPERIENCE AND RESPONSIBILITIES

Terrain Landscape Architecture, Arkitek, and Velosolutions are committed to delivering the best possible product by leveraging our most senior staff for the success of the project.

Below are brief introductions. Please refer to Appendix A for resumes.



PIPER VON CHAMIER, RLA

Terrain Landscape Architecture
Principal Landscape Architect

Piper von Chamier is a Principal at Terrain Landscape Architecture. She brings 20 plus years of experience in landscape architecture and project management to the team. Her project experience includes commercial, recreation, educational facilities, and high-end residential. Piper looks at projects through a lens of practicality, which leads to an end product that is both timeless and easy to maintain. She will be involved in all phases of the project, including public outreach and meetings with the neighborhood and community-at-large.

45% East Main Park

55% Misc. Projects including Educational facilities and Private Landscapes



SAMUEL BICKEL

Terrain Landscape Architecture
Principal / Landscape Designer

Mr. Bickel brings over 6 years of experience in both the private and public sectors of landscape architecture. His technical knowledge and strong graphic visualization skills are invaluable to the Terrain team.

25% East Main Park

75% Various Educational Facilities Projects, Commercial, and Private



CHRISTOPHER BROWN

Arkitek: design & architecture
Principal Architect, AIA, NCARB, LEED AP

Christopher is the principal architect and design team leader at arkitek. His unique approach to sustainable problem solving comes from 15 years of experience designing innovative projects in the Rogue Valley. Chris's effective leadership methods are based on a collaborative approach that requires attentive listening and rigorous follow-through.

15% East Main Park

85% Educational Facility Projects



CLAUDIO CALUORI

Velosolutions
CEO \ Asphalt Pump Track Designer

Claudio is the CEO of Velosolutions and owner of the Gstaad-Scott mountain bike racing team. His experience as a champion downhill mountainbike racer, as well as industry advocate, has led to a finely-tuned model for designing paved pump tracks and other facilities for skateboarders and cyclists.

10% East Main Park

90% Misc other pump track projects

3.4 DEMONSTRATED ABILITY



MOUNTAINSIDE PLAY ACRE

The existing outdoor space in the Mountainside community was a wooded undeveloped hillside with erosion issues. The community was growing and more children were needing a place to play outside of the surrounding forests, which is abutted by busy surrounding roads. As a developing community, the Mountainside HOA decided to dedicate funds for a developed playground.



After several community meetings, the members decided to spearhead a Nature Playground that would fit on a hillside of about an acre. They dedicated the land and began interviewing designers. The community ultimately reached out to Leaning Landscapes LLC to design and facilitate implementation of their nature playground. Learning Landscapes partnered with Piper von Chamier at KenCairn Landscape Architecture to create the design and construction documents for this project.

Building on a steep slope can be challenging and expensive. The design team studied the slopes and designed a play space that would provide a safe playground for visitors while employing materials and construction techniques to keep construction costs. Being out in the elements- snow, rain, and sun- the nature play elements needed to be sturdy and low maintenance to lower the liability of replacement of the parts and for the safety of the park users. Snow also posed a challenge as the construction was limited to just a few months after thaw and before the first snow fall. This project was delivered on time and on budget to the community and has received heavy usage since it's completion.

PHOENIX PLAZA

At the direction of the City of Phoenix, the Phoenix Urban Renewal Agency began the process of looking to build a new civic center for the city. Near the center of the downtown core and situated between Pacific Highway's north and south couplets, the vision for the new civic center began in the spring of 2013 with several possible sites considered. It wasn't until 2016 that the preferred site was selected and the design team, led by Kistler Small and White Architects, began designing the new civic center.



The new civic center was envisioned to be a location where civic and private gatherings would occur and would be themed after the community's agrarian roots. Along with the civic building, the community desired to have the facility be multifunctional with outdoor spaces that would allow large gatherings to flow from interior to exterior spaces. Leading that process, James Love and Sam Bickel worked alongside the project's design team in creating a variety outdoor gathering spaces in addition to designing an adjacent park.

Upon beginning the design, the team learned of several site conditions that created obstacles to conventional design and building techniques. It was revealed, after the site's selection, that much of the project's site had been used as a depository for local lumber mills for many years. Additionally, the site contained multiple natural springs that needed to be dealt with. Those conditions required the design team to be flexible and creative in making the site useable and desirable. Throughout this process, the design team worked at staying within the client's budget by considering alternative methods and materials that kept with the original design for the facility.

3.4 DEMONSTRATED ABILITY

TEMECULA PUMP TRACK



American Ramp Company had been in contact with the City of Temecula and their local riders since 2017 as they have progressed toward their own asphalt pump track project. We were their obvious and favorite choice as we have the most experience from any other builders regarding asphalt pump tracks. As this project moved toward design, due to CA state regulations a designer could not bid on the build as well. Therefore, the city had us in close conversations with the designer who won their RFP and specified that we would be able to do any design revisions if contracted for the build.

American Ramp Company/Velosolutions were selected through an RFQ for the build as the only qualified and experienced firm to build a municipal grade asphalt pump track. Even with the simple requirements of building three asphalt pump tracks, over the last three years, for three government entities, with budgets over 100k, ARC was found to be the only qualified builder for the City's facility. Once contracted, ARC made some design revisions to the existing design of the pump track and quickly mobilized to perform the build within the incredibly short window of 30 days. This was done to ensure the park was ready for their fast-approaching grand opening. The Ronald Regan Sport Park facility has been a huge hit for the Temecula community, and we estimated over 700 people in attendance on the grand opening day. The course continues to be a travel destination and will even host the USA Pump Track Championship on May 17th this year.

3.5 TERMINATION FOR DEFAULT

- Terrain Landscape Architecture has had no contract terminated for default in the last or any negative history to disclose regarding activity in the last five years.
- VeloSolutions has had no contract terminated for default in the last or any negative history to disclose regarding activity in the last five years.
- Arkitek has had no contract terminated for default in the last or any negative history to disclose regarding activity in the last five years.
- Powell Engineering & Consulting has had no contract terminated for default in the last or any negative history to disclose regarding activity in the last five years.

IN CONCLUSION

Our team brings value with a "common sense" approach utilizing our knowledge to deliver the correct products and meet the city's needs. Each member of the team was selected based on competence and qualification to provide the best level of support. On behalf of the Terrain Landscape Architecture team, we look forward helping you realize East Main Park.



APPENDIX

SECTION 8 PROPOSAL FORM
KEY MEMBERS RESUMES
FIRM PROFILES

SECTION 7 -PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 3 shall be organized in the same order listed in that section, preferably by re-stating the criteria, then responding below that.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR WRITTEN PROPOSAL:

(Place a check in front of the item indicating inclusion in your Proposal)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 3
- SECTION 7 – Proposal Form
- Independent Contractor Certification

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes X No ____.
If yes, indicate which categories below:

Minority Owned____ Woman Owned____ Emerging Small BusinessX Veteran Owned____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: **① 2, 3, 4, 5, 6, 7, 8, 9, 10**

Check if not applicable or if no addenda were received: _____

OSBEELS / ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 3 (b).
Attach additional sheet if necessary)

Name: <u>Piper von Chamier, RLA</u>	Title: <u>Landscape Architect</u>	Certification No: <u>Oregon #0596</u>
Name: <u>Sam Bickel</u>	Title: <u>QC / Public Outreach</u>	Certification No: <u>N/A</u>
Name: <u>Christopher Brown, AIA</u>	Title: <u>Project Architect</u>	Certification No: <u>Oregon #6022</u>
Name: <u>Claudio Caluori</u>	Title: <u>Pumptrack Designer</u>	Certification No: <u>N/A</u>
Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____

PROPOSER INFORMATION:

Terrain Landscape Architecture
Proposer Company Name

174 Hidden Lane, Ashland, OR, 97520
Company Address (from which work will be performed)

<u>541.500.4776</u>	<u>n/a</u>	<u>84-1729593</u>
Telephone Number	Fax Number	FEDERAL ID NUMBER

Printed Name of Person Signing RFP: Piper von Chamier, RLA

Title: Principal Landscape Architect

Signature: _____

Email Address: piper@terrainarch.com



Piper von Chamier, RLA

Terrain Landscape Architecture
Principal Landscape Architect

EDUCATION

BS in Landscape
Architecture
UC Davis, 2000

REGISTRATIONS

Oregon #0596

CERTIFICATIONS

*Sustainable SITES Initiative
Training, 2008*
*Slope Stabilization Tech.
Training, 2018*
*Permaculture Design
Certificate, Regenerative
Design Institute, 2008-2009*

AFFILIATIONS

*American Society of
Landscape Architects,
Member*

COMMITTEES

*Friends of Portland
Community Gardens,
Secretary, 2004-2006*
*Sellwood Natural Amenities
Committee, 2012-2016*
*Ashland Historic Committee,
Member, 2016-present*
*Mount Ashland Racing
Association, Secretary,
2019-present*

PROFESSIONAL BACKGROUND

Piper von Chamier is a landscape architect with 20 years design experience. She is a designer and project manager, coordinates multi-disciplinary design teams, and works directly with clients. Her experience includes the design of high-end residential estates, condominiums, university and institutional projects, schoolyards, community gardens, public parks and roof top gardens. She has worked on projects from the initial marketing through concept designs and design review, cost estimates and budgeting, permitting through final construction.

Piper is an active member in the Rogue Valley community. She serves on the Ashland Historic Commission, is the Secretary for Mount Ashland Racing Association and participates in Architects in Schools.

SELECT PROJECTS

The Esplanade | Alameda, CA*
One Market Podium | San Francisco, CA*
2001 Market/38 Dolores | San Francisco, CA*
Franklin Square Park | San Francisco, CA*
Green Schoolyards | San Francisco, CA*
Oaks Bottom Overlook | Portland, OR*
Atkinson Elementary Nature Play | Portland, OR*
Sunstone Montessori Nature Playground | Portland, OR*
Lewis Elementary Nature Playground | Portland, OR*
Mountainside Play Acre | Northstar, CA*
Friends of So. Oregon Hospice House | Medford, OR*

** Indicates work completed prior to joining Terrain Landscape
Architecture*



Samuel Bickel

Terrain Landscape Architecture
Principal / Landscape Designer

EDUCATION

BS in Landscape
Architecture
CSU Fort Collins, 2013

PROFESSIONAL BACKGROUND

Raised in Colorado, Sam graduated with honors in 2013 from Colorado State University with a Bachelor of Science in Landscape Architecture. He moved to the Rogue Valley immediately after graduation and has worked in the profession since. Over the past six years he has gained valuable experience in both the private and public sectors, mostly working on high-end residential, municipal, and commercial projects. Sam brings strong documentation, graphic, and 3D visualization skills to the Terrain team.

SELECT PROJECTS

Phoenix High School Expansion | Phoenix, OR*
SOU Theatre/JPR Renovation | Ashland, OR *
SOU Science Center Renovation | Ashland, OR*
Medford Police Headquarters | Medford, OR*
Providence Medical Office Building | Medford, OR*
Southern Oregon Friends of Hospice - Celiac House | Medford, OR*
Mountainside Homes - Nature PlayGround | Tahoe, CA*

** Indicates work completed prior to joining Terrain Landscape Architecture*



Christopher Brown

Arkitek: design & architecture Principal Architect, AIA, NCARB, LEED AP

EDUCATION

Bachelor of Architecture
California Polytechnic State University

REGISTRATIONS

Oregon #6022

CERTIFICATIONS

LEED AP BD+C, LEED HOMES certification

AFFILIATIONS

American Institute of Architects, Member

COMMITTEES

Ashland Climate Energy & Action Plan (CEAP) 2.0, Committee Member 2018-2020

PROFESSIONAL BACKGROUND

Christopher is the principal architect and design team leader at arkitek. His unique approach to sustainable problem solving comes from 15 years of experience designing innovative projects in the Rogue Valley. Chris's effective leadership methods are based on a collaborative approach that requires attentive listening and rigorous follow-through. Christopher is involved in all aspects of design and construction management. He is the Client and Stakeholder liaison, providing guidance and effective communication through all phases of design, documentation, and construction.

SELECT PROJECTS

CraterWorks MakerSpace | Central Point, OR
ScienceWorks Museum Masterplan | Ashland, OR
SOU/Thalden Pavilion | Ashland, OR
Skyrman Nature Center | Central Point, OR
SOU Wetland Boardwalk | Ashland, OR
Jewett Elementary School Masterplan | Central Point, OR
Orchard Hill Elementary School Cafeteria | Medford, OR
Table Rock Elementary Modular Classrooms | White City, OR
Ashland Masterplan | Ashland, OR
426 A Street Mixed Use Project | Ashland, OR



Claudio Caluori

Velosolutions

CEO / Asphalt Pumptrack Design

PROFESSIONAL BACKGROUND

Claudio is the CEO of Velosolutions and owner of the Gstaad-Scott mountain bike racing team, and also announces for Red Bull Crashed Ice and the Mountain Bike World Cup Series. After his professional career as a champion downhill mountain bicyclist, Claudio set out to offer an alternative to dirt bike courses and pump parks to avoid the constant and consistent maintenance they require. His experience has led to a finely-tuned model for designing paved pump tracks and other facilities for skateboarders and cyclists. Currently Claudio is heavily involved with their latest series the USA Pump Track Championships as well as the Red Bull Pump Track World Championship Series. Claudio will be instrumental and involved in all custom pump track designs.



TERRAIN Firm Profile

Founded in 2019, Terrain is a full-service landscape architecture firm located in Ashland and Medford. Our firm is the creation of three Principals, whose unique talents are utilized on every job that comes through our door. We believe that our strength lies in the combined 50+ years of experience that we possess and the collaborative process that we foster.

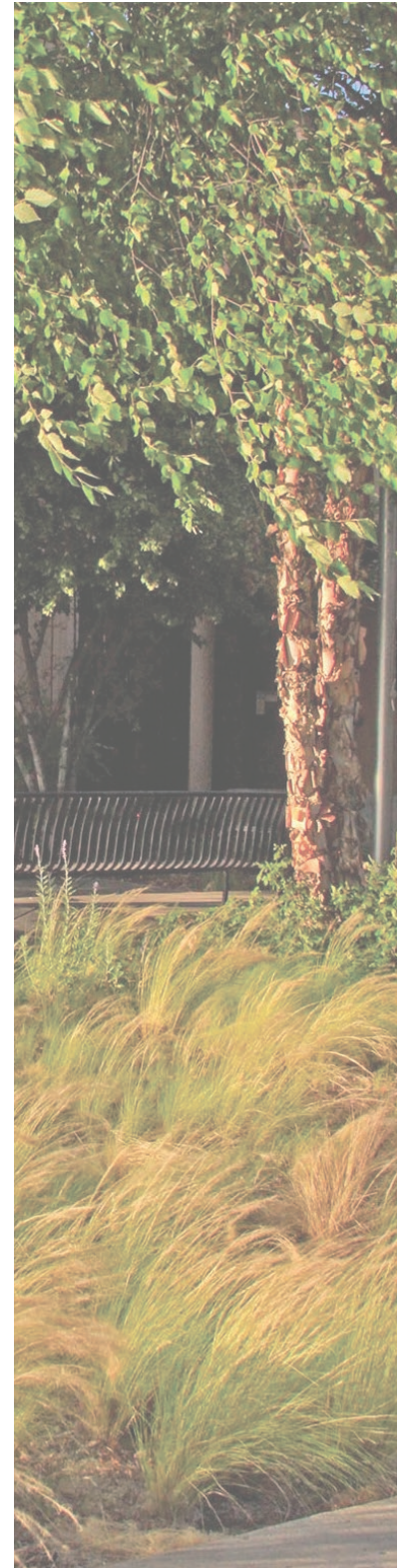
We are members of the Rogue Valley Community and feel a responsibility for the success of every project in which we partake. We share our clients desire to create spaces that lift the spirit and endure throughout the years. We know that as design professionals working in the public sphere, we shoulder the public's trust.

We maintain a studio that fosters the desire to learn and evolve. We are continuously seeking out new approaches and keeping abreast of evolving design and construction techniques. We take into account not only the practicality of our designs, but also the responsiveness of our approach.

Terrain brings a strong sense of enthusiasm for service, comprehensive management skills, and creative-yet-practical design experience to our projects. Our past clients can attest to our providing excellent, responsive solutions to their needs.

- Established:** 2019
- Principal(s):** Piper von Chamier RLA, Sam Bickel, and James Love RLA
- Affiliations:** ASLA
- Staff:** 3 professionals with landscape architecture backgrounds

NAME	ROLE	TIME COMMITMENT
Piper von Chamier	Principal Architect	45% EAST MAIN PARK
Sam Bickel	QA/QC Principal	25% EAST MAIN PARK
James Love	Project Manager / Support	15% EAST MAIN PARK





ARKITEK Firm Profile

arkitek:design + architecture is a full-service architectural firm located in Ashland and well versed in the unique needs and requirements of the local community. Our team is focused on the successful integration of a project's pragmatic needs with a functional budget. We seek to envision a project that exceeds expectations through the innovative use of locally based materials and resources providing a character unique to the Southern Oregon region. Our strength lies in our ability to adapt to many applications and our projects reflect the progressive nature in which we see the world.

Having a local office in Ashland becomes advantageous while design and construction is in full-swing. We are able to respond in real time as needed, without incurring additional travel costs.

- Established:** 2012
- Principal:** Christopher Brown, AIA
- Affiliations:** AIA, NCARB, LEED BD+C, LEED +HOMES
- Staff:** 6 design professionals with backgrounds in architecture, landscape design, and interiors

NAME	ROLE	PROJECTED TIME COMMITMENT
Christopher Brown	Principal Architect	15% EAST MAIN PARK
Liz Gilbert	Interior Designer	10% EAST MAIN PARK
Jane Alexanderr	Planning Manager	20% East Main Park
Peter Su	Project Manager	10% East Main Park
Gulia Iskhakova	Designer	20% East Main Park
James Tibbs	Project Architect	15% East Main Park

Public Outreach

From the earliest stages of conceptual planning and programming, we strive to garner fresh perspectives and input from the community through design charrettes and progress updates. We understand that everyone doesn't think in sketches or line diagrams like we do, so we present drawings, digital renderings, animations, and physical models for feedback.

Meeting Schedules and Budgets

Economical design, smart scheduling, and implementation are essential aspects of a sustainable project. Our commitment to the growth of our community is the primary incentive for developing publicly funded buildings that meet the needs of their users. Below is an overview of project budgets and durations seen on several recent projects. Each project was completed within the clients intended time frame.

Velosolutions Firm Profile



SKATEPARKS



BIKE PARKS



PUMPTRACKS

COMPANY PROFILE

Planning & Design

- Conceptual Design
- Master Planning
- Design/Build Plans

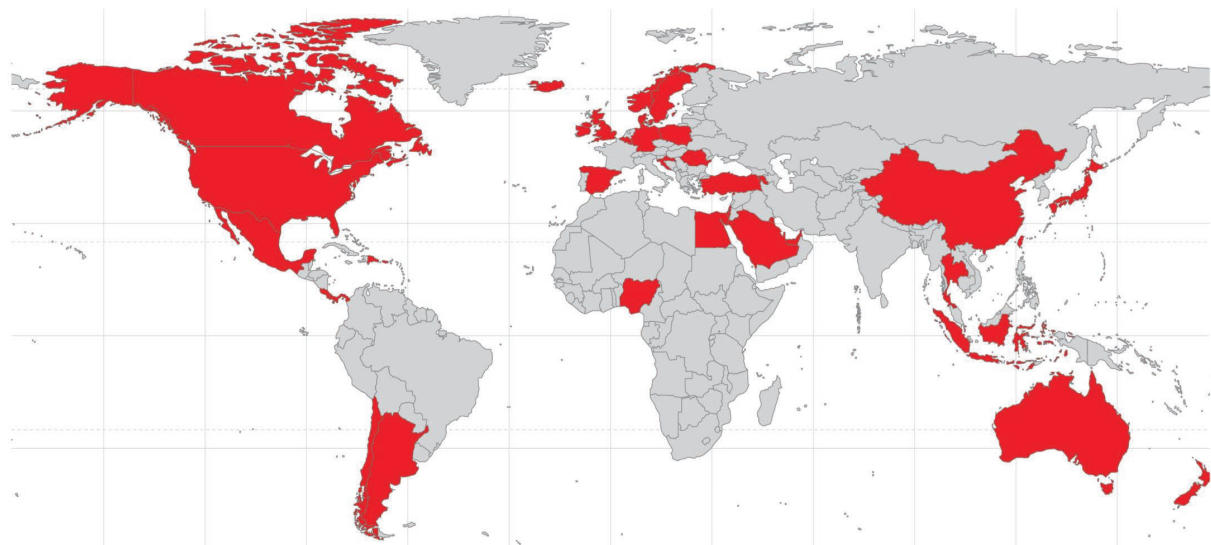
Construction

- Turn-Key Bike Recreation Construction
- Project Management
- Construction Admin Services

Manufacturing

- Design & Engineering
- Factory Direct Installation
- Feature Selection Consultation

EXPERIENCED & DEDICATED



20 YEARS | 40+ COUNTRIES | 3000+ PROJECTS

THANK YOU



TERRAIN
LANDSCAPE ARCHITECTURE



LANDSCAPE SERVICES PROPOSAL

Date: 02/05/2021

Project: East Main Park

Location: Ashland, Oregon 97520

Client: City of Ashland, Parks and Recreation

Contact: Michael Black, AICP
Director, Ashland Parks and Recreation Commission
340 South Pioneer Street
Ashland, OR 97526

Proposed Scope of Services:

It is our pleasure to provide the City of Ashland with this proposal for providing landscape design services. This proposal is for the following Scope of Services; Schematic Landscape Design, Design Development, Construction Documents, Entitlement/Approvals and Construction Administration.

Our Scope of Services and Fee is based on information provided to our office by the Ashland Parks and Recreation Commission (APRC) via a Request for Proposal, emails, and conference calls. Design assumptions are based off Conceptual Plan provided by APRC. Terrain Landscape Architecture (TLA) and all consultants will produce a design consistent with designed/developed concept by, or as modified by, the design team, client representative to be approved by the parks commission. TLA and team will adhere with design guidelines as proposed in the RFQ and design concept.

- Data collection
- Public input meetings – (3) total meetings with the community, including the Parks Commission, with possible 4th meeting
- Construction Administration.
- Committee input meetings – (5) total meetings with the committee
- Park Schematic Design
- Park Design Development
- Park Construction Documents
- Permit Process
- Entitlements/Approvals
- Site Construction Administration

The following disciplines have been included in this proposal:

- Civil Engineering – Related site improvements include design and installation of new utility laterals to serve the site, stormwater management plan and connection to downstream facilities, grading and erosion control plan, frontage improvements along East Main Street, and a new parking lot.
- Traffic Analysis - Access analysis for agency review
- Bicycle Skills Park Design - Pump Track and Skills Park design

PHASES OF SERVICES:

PHASE 1 SCHEMATIC DESIGN

Following Client Representative acceptance of this proposal, Terrain Landscape Architecture will provide the following tasks:

- A. **Kick-Off Meeting;** the initial meeting with the Client Representative and the project's team to discuss programming, project schedule, and expected deliverables. COMPLETED.
- B. **Public Input Meetings;** One initial public meeting will be held to present the concept design developed by APRC. APRC will introduce the concept design and TLA introduce themselves and the process moving forward.
- C. **Committee Meetings;** One initial meeting will be held prior to the public meeting to review conceptual plan and review project scope. A second meeting will occur after the public input meeting to review comments from the meeting.
- D. **Review Jurisdictional Codes;** the local agency(s) that have jurisdictional review over the project site will be contacted to obtain requirements that pertain to the site and landscape design of the project.
- E. **Schematic Landscape Design;** Terrain Landscape Architecture will prepare a Schematic Landscape Plan that will address APRC design expectations and issues. Based on information provided to our office those items may include but are not limited to: Pump Track, Skill Park, Dog Parks, Passive Recreation Area, Picnic Area, Community Garden, Nature Play, and other programmatic elements identified during consultant and established committee meetings. This plan is to be reviewed and commented on by APRC prior to beginning Design Development work.
- F. **Design Graphics and Modeling;** preparation of Client Representative requested graphics and modeling.
- G. **Client Representative Review;** it is expected that the Client Representative will review and provide any comments on the preliminary work prior to proceeding with Design Development.

PHASE 2 DESIGN DEVELOPMENT

Following Client Representative acceptance of the Phase 1 work, the landscape design will be adjusted as directed by the Client Representative and collaboration with the design team. During this phase of work, preliminary plans will be developed that will address landscape grading and layout, materials, finishes and details. Terrain Landscape Architecture anticipates the following:

- A. **Review Meeting;** prior to proceeding with Design Development, meet with the Client Representative and design team to review schedule and deliverables for the Design Development phase.
- B. **Sitework Coordination;** coordinate with the design team items that impact the park such as, but not limited to; secondary site structures, utilities, grading and drainage.

- C. **Preliminary Plans;** preliminary plans to include landscape site plan, tree preservation, pedestrian hardscape (in conjunction with Civil), landscape grading, irrigation, planting, landscape lighting.
- D. **Entitlement/Approval process;** Submit plans to the City of Ashland for the pre- application process for Condition of Approval.
- E. **Outline Landscape Specifications;** prepare Outline Specifications to address site design items.
- F. **Design Meetings;** attendance at scheduled and requested meetings. It is expected that there will be one community input meeting and one Parks Commission meeting to review preliminary plan. Additionally, one to two meetings with the design committee are expected to review the development of the design and plan documents.
- G. **Design Graphics and Modeling;** preparation of Client Representative requested graphics and modeling.
- H. **Client Representative Review;** it is expected that the Client Representative will review and provide any comments on the preliminary work prior to proceeding with Construction Documents.

PHASE 3 CONSTRUCTION DOCUMENTS

Following Client Representative acceptance of the Design Development deliverables, TerrainLandscape Architecture and consultants will provide the following tasks:

- A. **Review Meeting;** prior to proceeding with Construction Documents, meet with the Client Representative and design team to review schedule and deliverables for the Construction Document phase.
- B. **Construction Site Base;** collaboration with the design team to prepare a site base that will be used in the preparation of the construction documents.
- C. **Site Construction Plans;** park construction plans to include landscape site plan, tree preservation, pedestrian hardscape site grading and drainage, irrigation, planting, site lighting. All plans to be sealed by disciplines as listed in the scope of services as required by local and state agencies.
- D. **Site Construction Details;** preparation of details for hardscape elements, site furnishings, site elements, irrigation, and planting.
- E. **Sitework Specifications;** prepare specifications to CSI format.
- F. **Entitlement/Approval process;** Submit final plans to the City of Ashland for site plan approval and representation of client by design team through the site plan process including attendance at public meeting as required.
- G. **Document Review;** provide in-house review of the landscape Construction Documents and landscape related documents prepared by the design team prior to submission of plans to the Client Representative and jurisdictional agencies.
- H. **Civil Construction Site Drawings;** prepare civil construction drawings for the proposed site improvements, including Civil Site Plan, Grading and Paving Plan, Domestic Water Plan, Sanitary Sewer Plan, Drainage Plan and Profiles, Erosion Control Plan

- I. **Civil Construction frontage drawings;** prepare civil drawings for any required frontage improvements along East Main, including Road Plan and Profile, Drainage Plan and profiles, Pavement Design.
- J. **Civil Sheet Specifications**

PHASE 4 CONSTRUCTION ADMINISTRATION

Upon Permit and Bid Set submittals, Terrain Landscape Architecture will provide the following Construction Administration tasks as Needed at Hourly Rates per Consultant/Subconsultant. See Appendix A:

- A. **Site Observation Visits;** Site visits will be performed to review the following landscape installation stages:
 - Response to RFI’s and Submittals
 - Preparation and issuance of delta clouded revision drawings, based on response to RFI’s and field conditions during construction.
 - Layout of hardscape elements included in the landscape Construction Documents.
 - Review of site rough grades prior to delivery of imported topsoil.
 - Installation and fine grading of imported topsoil.
 - Irrigation mainline and valve installation and pressure check.
 - Irrigation head coverage test.
 - Plant material review and layout.
 - Pre-final walkthrough (punch list) following bark mulch installation.
 - Final walkthrough and review of punch list items.
 - Incorporation of contractor supplied as-built civil records and issuance of final as- built civil drawings.
- B. **Parks Commission Meeting;** Possible Parks Commission Meeting to provide update on construction.

FEE SCHEDULE:

SCHEMATIC DESIGN	25%	\$27,250.00
DESIGN DEVELOPMENT	25%	\$27,250.00
CONSTRUCTION DOCUMENTS	40%	\$42,000.00
CONSTRUCTION ADMINISTRATION (Time and Materials, Not to Exceed)	10%	\$10,500.00
TOTAL FEES FOR TERRAIN LANDSCAPE ARCHITECTURE		\$107,000.00

PROPOSAL ASSUMPTIONS AND EXCLUSIONS; the following items are not included in the Scope of Services above and shall be considered Additional Expenses if requested by the Owner and/or Client Representative:

- Construction Documents for the Pump Track. Pump Track design requires professional riders to evaluate the slopes/jumps throughout the construction process. Due to this limitation, the industry standard for pump track design is completion at the Design Development phase.
- Any changes to the design after Client Representative acceptance of the Design Development documents and after work has commenced on the Construction Documents that may result in extra work prepared by Terrain Landscape Architecture.
- APRC will do all noticing for public meetings.
- Phased work that was not outlined in the Scope of Services and results in the preparation of documents or services beyond what is covered in this Work.
- Topographic / Boundary Survey provided by client.
- Site Certification documents (LEED, Green Globes or similar) unless originally included in the Scope of Services.
- Any agency required changes to the Construction Documents after initial Site Design Review acceptance due to Client Representative directed changes to the design.
- Value Engineering. Required Value Engineering changes to the landscape Construction Documents reflecting more than 5% of the most recent landscape budget.
- Bidding and Cost Estimating
- It is assumed that storm drainage facilities will need to be extended along the frontage of East Main Street.
- It is assumed that frontage improvements, including curb, gutter, and sidewalk will be required along East Main Street.
- Structural Engineering for building, slab, and foundation systems not included.
- Geotechnical Engineering is not included.
- Electrical engineering is not included.
- Permit application fees, SDC's, agency inspection fees, recording fees, and agency review fees are not included.

All items noted in the Proposal Exclusions above will be performed at the Hourly as noted in Appendix A, unless an adjusted fee is agreed upon in writing with the Client Representative.

BILLING POLICIES

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the above fees.

Reimbursable Expenses include: printing, graphics, photography, reproduction, rental or purchase of special equipment and materials, long distance telephone, telex, special shipping or delivery, models and renderings, lodging. These expenses will be billed at cost plus 10%.

Reimbursable expenses for reproduction, photography, telephone, mileage, fax and correspondence will be billed monthly and accompanied by invoice documentation at cost plus 10%.

1. This SCHEDULE and these POLICIES are part of the letter of agreement.
2. Initialing this page will signify the Client Representative's intent to contract with TERRAIN LANDSCAPE ARCHITECTURE, LLC, an Oregon Business, for professional services.
3. Invoices are submitted by TERRAIN LANDSCAPE ARCHITECTURE, LLC. monthly. They are due and payable upon receipt and become delinquent if not paid in full thirty (30) days after their date. Client Representative shall notify landscape Architect of any dispute regarding invoices

received within seven (7) days of receipt of the invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at 1.5% per month to delinquent accounts.

4. Account delinquency will result in the stopping of work on the job by TERRAIN LANDSCAPE ARCHITECTURE, LLC. and any consultants. We reserve the right to stop work after sixty days past due. Seven days' notice prior to stoppage of work to enable accounts to be brought current.
Work will commence upon payment of all fees and service charges due. In some cases, additional fee will be required to stop and restart work because of the account delinquency.
5. No deductions shall be made from the Landscape Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or on account of the cost of changes in the work.
6. In the event of any litigation or other legal action necessary for the collection of unpaid fees related to the services provided under this agreement, TERRAIN LANDSCAPE ARCHITECTURE, LLC., shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.
7. Landscape Architect shall retain Ownership of the design. Landscape Architect hereby grants to Owner a royalty-free license to reproduce, display, and use any designs, graphics, electronic files, or other copyrighted materials generated by Landscape Architect in the course of performing the Services under the Agreement for the purpose of: (a) Owner's internal business use, and (b) marketing of the property through the design that may be offered by Owner, provided that attribution is made to Landscape Architect in any such use.

INITIALS _____

APPENDIX A – HOURLY RATES

2021 STANDARD HOURLY RATE SCHEDULE FOR TLA:

Principal in Charge	\$95/hr
Project Landscape Architect	\$85/hr
Draftsperson	\$70/hr

2021 STANDARD HOURLY RATE SCHEDULE FOR POWELL ENGINEERING AND CONSULTING:

Professional Engineer	\$125/hr
Engineering Technician	\$95/hr
Draftsperson	\$75/hr
Clerical	\$55/hr

2021 STANDARD HOURLY RATE SCHEDULE FOR SOUTHERN OREGON TRANSPORTATION ENGINEERING:

Principal in Charge	\$165/hr
Traffic Counts	\$80/hr
Clerical	\$60/hr

INITIALS _____

.AGREEMENT OF PROPOSAL

The signing of this proposal constitutes an agreement to proceed. We will be pleased to answer any questions and to go over the various provisions of this proposal. We also will be pleased to modify or revise the fee proposal as the scope is modified for additional services not listed at this time. We appreciate your consideration and look forward to the possibility of working with you. A signed letter of agreement and initialed policies will designate that this contract work has begun. This proposal is valid for thirty (30) days from date of proposal. Thank you. Please do not hesitate to call should you have any questions.

Sincerely,

Piper von Chamier, Oregon PLA#0596
Principal

LANDSCAPE ARCHITECT

CLIENT REPRESENTATIVE

Title

Title

Dated

Dated

Terrain Landscape Architecture, LLC

Company

EXHIBIT A - PERSONAL SERVICES AGREEMENT



20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006

CONSULTANT: Terrain Landscape Architecture

CONSULTANT'S CONTACT: Piper von Chamier, Principle

ADDRESS: 174 Hidden Lane, Ashland OR 97520

TELEPHONE: 541-500-4776

EMAIL: piper@terrainarch.com

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Terrain Landscape Architecture, a domestic limited liability company ("hereinafter "Consultant"), for professional design services from a design team for the East Main Park Development, Project #000742.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than March 30, 2022.
- 2. Scope of Work:** Consultant will provide design services including schematic design, landscape design, design development, construction documents, entitlements/approvals and construction administration as more fully set forth in the Consultant's Proposal dated February 5, 2021, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to herein as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
- 5. Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so

registered, licensed and bonded.

6. **Compensation:** City shall pay Consultant the sum of **\$107,000.00 (one hundred and seven thousand dollars)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$107,000.00 (one hundred and seven thousand dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$21,507.75 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant, its officers, employees, agents.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, 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:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. 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 Agreement or are no longer eligible for the funding proposed for

payments authorized by this Agreement; or

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

d. For Default or Breach.

i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its 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, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the

approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state

civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

18. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:

Ashland Parks and Recreation Commission
Attn: Michael Black
340 S Pioneer St.
Ashland, Oregon 97520

If to Consultant:

Terrain Landscape Architecture
Attn: Piper von Chamier
174 Hidden Lane
Ashland OR 97520

- 19. Governing Law; Jurisdiction; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the 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 filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.
- 19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**
- 20. Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 22. Certification.** Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

Terrain Landscape Architecture (CONSULTANT):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

EXHIBIT B - CITY OF ASHLAND LIVING WAGE

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,002.43** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion

of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,002.43**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

EXHIBIT C – CERTIFICATIONS/REPRESENTATIONS

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date