



## RESOLUTION 2021-007

### AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ANGELO PLANNING GROUP TO PREPARE AN UPDATE TO THE SHERWOOD WEST PRELIMINARY CONCEPT PLAN

**WHEREAS**, Metro has established a Construction Excise Tax (CET) which imposes an excise tax throughout the Metro region to help fund regional and local planning necessary to make land ready for development after inclusion into the Urban Growth Boundary (UGB); and

**WHEREAS**, the City of Sherwood applied for a Community Planning and Development Grant from Metro to prepare an update to the Sherwood West Preliminary Concept Plan and Metro awarded the City of Sherwood the requested grant in the amount of \$130,000; and

**WHEREAS**, in January of 2021, the City of Sherwood and Metro entered into an Intergovernmental Agreement (IGA) that outlines each party's responsibility and commitments related to this grant and project, and the scope of work identified in the professional services contract will become exhibit C to the IGA; and

**WHEREAS**, on September 28, 2020, the City issued a Request for Proposal (RFP) for interested firms to submit their qualifications to work on the project; and

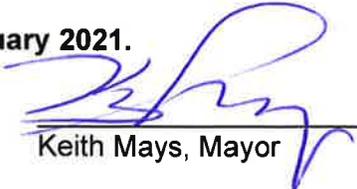
**WHEREAS**, after reviewing proposals and interviewing the top three firms, the selection committee determined that Angelo Planning Group is best qualified to complete the work, and their proposal reflected the best understanding of the project and community needs, and the selection committee has therefore recommended that City Council award the contract to Angelo Planning Group.

### NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

**Section 1.** The Sherwood City Council hereby authorizes the City Manager to execute a contract with Angelo Planning Group to perform the work necessary to prepare an update to the Sherwood West Preliminary Concept Plan in an amount not to exceed \$136,000, in a form substantially similar to the attached Exhibit A.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 19<sup>th</sup> day of January 2021.

  
Keith Mays, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

Resolution 2021-007

January 19, 2021

Page 1 of 1, with Exhibit A (14 pgs)





**Community Development Department  
 Planning**  
 22560 SW Pine St.  
 Sherwood, OR 97140  
 503-925-2308

**CONTRACT FOR PROFESSIONAL SERVICES**

**PROJECT NAME:** Sherwood West Preliminary Concept Plan Re-Look Project

**CONTRACT PARTIES:** City of Sherwood [hereafter called City] and Angelo Planning Group [hereafter called Consultant]

**C.O.S. PROJECT MANAGER:**

|                   |                 |               |               |
|-------------------|-----------------|---------------|---------------|
| <b>ACCOUNT #:</b> | <b>FUND #:</b>  | <b>DEPT:</b>  | <b>JOB #:</b> |
| <b>VENDOR #:</b>  | <b>URA RES:</b> | <b>PHASE:</b> |               |

**SCOPE of WORK:** Attached as Exhibit A  **FEE SCHEDULE:** Attached as Exhibit B

**SCHEDULE of WORK:** effective date: January 20, 2021 expiration date:

**PAYMENT:** City agrees to pay Consultant based on the Fee Schedule an amount not to exceed **\$136,000** for the Scope of Work.

A performance bond in the amount of the maximum contract payment amount set forth immediately above, and a payment bond in the amount of 50% of the performance bond amount,  are  are not required for this Contract.

**CONSULTANT DATA, REGISTRATION, and SIGNATURE**

**CONSULTANT FIRM:** Angelo Planning Group **LIC #:**

**ADDRESS:** 921 SW Washington Street Suite 468

**VOICE:** 503.224.6974 **FAX:**

**CONTACT:** Joe Dills **TITLE:** Senior Project Manager

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-6 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

**CONSULTANT:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

**CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)**

**PROJECT MANAGER:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

**DEPARTMENT DIRECTOR:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

**FINANCE DIRECTOR:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

**CITY ATTORNEY**  
**Approved as to Form:** \_\_\_\_\_  
 signature \_\_\_\_\_ date \_\_\_\_\_

## **STANDARD CONTRACT PROVISIONS**

*(These provisions not to be altered without approval of the City Attorney.)*

**1. Access to Records**

The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

**2. Audits**

(a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City. If the payments to the Consultant were in excess of the amount to which the Consultant was entitled by five percent (5%) or more, then Consultant shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

**3. Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

**4. Payments**

City agrees to pay Consultant based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Consultant shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Consultant or shall notify Consultant in writing of any dispute with regard to such invoice.

**5. Early Termination of Contract**

(a) The City and the Consultant, by mutual written agreement, may terminate this Contract at any time.

(b) The City, by written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.

(c) City may terminate this Contract by written notice to Consultant, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

(1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Consultant's work;

(2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;

(3) Consultant no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Consultant to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Consultant no longer meets requirements for such license or certificate.

(4) City determines, in its sole discretion, that Consultant has violated section 25, **Information Technology**.

(d) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within

fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- (e) Upon receiving a written notice of termination of this Contract, Consultant shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Consultant shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

**6. Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

**7. Remedies**

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work itself, by contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

**8. Subcontracts and Assignment**

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Consultant further agrees that Consultant will be solely responsible for ensuring any sub-consultants fully comply with the terms of this Contract, and that Consultant will be solely liable for actions or omissions of sub-consultants under this Contract.

**9. Compliance with Applicable Law**

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

**10. Indemnity - Standard of Care**

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Contract. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by City will not operate as a waiver or release.

Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Consultant's and Consultant's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Consultant's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Consultant is not adequately defending

the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

**11. Insurance**

Consultant shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Consultant, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Consultant, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Consultant shall obtain at its expense and maintain for the term of this contract, professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's errors, negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate limit not less than \$2,000,000. Such insurance shall be endorsed to include contractual liability. If Consultant obtains professional errors and omissions liability insurance on a claims made form, Consultant shall maintain three (3) years of tail coverage for the three (3) years after the accepted completion of the Contract by the City. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Consultant shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract. Additionally, if Consultant is subject to the professional errors and omissions liability insurance tail coverage requirement under this section, Consultant shall furnish the City, upon the accepted completion of the Contract by the City, a certificate of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance meeting said requirement.

**12. Ownership of Work Product**

All work products of the Consultant, which result from this Contract, are the exclusive property of the City; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

**13. Nondiscrimination**

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

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

**15. Severability**

The parties agree that if any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**18. Governing Law; Forum**

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

**19. Amendments**

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant.

**20. License**

Prior to beginning work under this Contract, the Consultant shall provide a professional registration number in the space provided on page one of this Contract, if required by the City.

**21. Payment to Vendors and Sub-consultants**

Consultant must promptly pay any persons supplying services, material, or equipment to Consultant in its performance of the work under this Contract. Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

**22. Exhibits**

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

**List of Exhibits**

Exhibit A – Scope of Work

Exhibit B – Fee Schedule

**23. Merger Clause**

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract 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 specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

**24. Mediation**

- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

**25. Information Technology**

If Consultant access to City's information technology systems is necessary for the performance of this Contract:

- (a) Consultant agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
- (b) Consultant shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Consultant's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
- (c) Consultant will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
- (d) Consultant will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Consultant's access to City's information technology systems.

26. **Notice**

Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Consultant under this Contract shall be provided to the Consultant Contact specified on the cover page of this Contract at the address for the Consultant specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.

27. **Miscellaneous Terms**

- (a) **Consultant Identification.** Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- (b) **Duty to Inform.** Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) **Independent Contractor.** Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) **Time is of the Essence.** Time is of the essence under this Contract.
- (e) **Authority.** The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) **Conflict of Interest.** Except with City's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Consultant's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) **No Third-Party Beneficiaries.** City and Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

- (a) As provided by ORS 279B.220, Consultant shall:
  - (1) Make payment promptly, as due, to all persons supplying to Consultant labor or material for the performance of the work provided for in this Contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Consultant or subcontractor incurred in the performance of this Contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (b) As provided by ORS 279B.230, Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Consultant may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Consultant violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As required by ORS 279B.235:
  - i. Consultant's employees shall be paid at least time and a half for all overtime worked, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. Consultant must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- ii. Consultant must comply with ORS 652.220 and shall not unlawfully discriminate against any of Consultant's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Consultant's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
- iii. Consultant may not prohibit any of Consultant's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Consultant may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

***[SIGNATURES ON COVER PAGE TO CONTRACT]***

# Sherwood West Re-Look

## Scope of Work

1/14/2021

The purpose of the Sherwood West Re-Look project is to prepare the Sherwood West Concept Plan, by updating the 2016 Sherwood West Preliminary Concept Plan.

### Task 1: Project Initiation

Task 1 will initiate the project, refresh the vision, goals, and evaluation criteria, and, update the policy implications for the plan. The Task 1 work will span four main topics: **(a) policy drivers** in Sherwood's updated Comprehensive Plan and Middle Housing project (City lead); **(b) development**, both recent and trends; **(c) transportation issues**; and **(d) economic issues and opportunities**.

Start-up activities by APG will include: a team kick-off meeting, set-up of the SharePoint site, project templates, base map organization and refresh the project web page. Start-up activities by the City will include: provision of background documents in digital format, provision of GIS files, and City responsibilities listed in Task 2. The GIS data will include the official study area boundary for the project.

APG and LCG will prepare a Development Trends and Implications for Policy memo. This memo will provide informational updates related to the Housing Needs Analysis and Economic Opportunities Analysis. It will also summarize our evaluation of recent land use, transportation, and development conditions that impact Sherwood West, including: the new Sherwood High School; development in the Brookman Concept Plan area; and new/ pending developments in King City West, River Terrace, and Cooper Mountain.

The City will prepare a summary of housing needs for Sherwood West that is consistent with requirements of Metro 3.07.1110(b)(1)(C). This work will bring together information from Sherwood's HNA, HB 2001 process, and HB 2003 requirements. It will describe Sherwood's housing "needs" to be used for discussion and identification of the housing mix (amount of single family detached, single family attached/middle housing, and multi-family percentages) for Sherwood West to be used in Task 3, Alternatives.

DKS will prepare a Transportation Issues memo to summarize key transportation issues and projects to be addressed in the Plan. At minimum, this will include updated transportation infrastructure and plans for the Kruger/Elwert intersection, Brookman Road, the expansion of SW Roy Rogers Road, and intersection improvements at SW Scholls Ferry and Roy Rogers Road. The memo will address active, as well as vehicular, modes of transportation.

LCG will prepare an Economic Opportunities and Challenges memo that will evaluate plan area assets and constraints, summarize input from interviews with developers and leading economists, and, provide insights on the economic future of Sherwood West as a part of a growing Sherwood. The memo will identify economic development strategies and non-residential land uses that could produce jobs and tax base as part of the overall mix of land uses in Sherwood West. It will explore creative options for long-

term job creation that reflect Sherwood West’s location at the urban edge and that optimize its ability to evolve over time as the region matures and economic changes occur.

In preparing the memo, LCG will conduct 5 interviews with local and regional economic development officials to explore how technology, , health care, office, hospitality including farm to table concepts, retail, and other employment uses might evolve in Sherwood West’s unique location. Rather than attempt to compete against other employment centers that may have better locational attributes such as proximity to I-5 or existing clusters of technology employment, we will seek out opportunities that play to Sherwood West’s unique attributes. These opportunities may build upon the proximity to the wine country, long-term changes to office dynamics as a result of COVID-19, evolving changes to the retail landscape, and other factors. The memo will result in a short list of employment land uses that could realistically be supported in Sherwood West, with projections for development over time.

Informed by the above-listed memos and the CAC’s input and insights after their review, APG will prepare proposed language for the vision, goals, and evaluation criteria. This work will be prepared for discussion and refinement by the CAC. The evaluation criteria will be integrated with evaluation topics and metrics that can be produced by the Urban Footprint scenario model during the alternatives process in Task 3. Following CAC meetings 1 and 2, APG will prepare an outline for the Plan Document and the Plan’s chapters that describe Implications for Policy and Vision-Goals-Evaluation Criteria.

#### Steps and Deliverables

- a. Project team kick off meeting, set up SharePoint site, acquire background information
- b. Acquire/prepare project templates and base maps
- c. Memo summarizing policy implications from the updated Comprehensive Plan and Middle Housing project (City lead)
- d. Development Trends and Implications for Policy memo
- e. Transportation Issues memo
- f. Economic Opportunities and Challenges memo
- g. Prepare Plan Outline and updated Concept Plan chapters: Vision, Goals, and Evaluation Criteria; and, Implications for Policy

#### Task 1 Timeline: Months 1-5

Note: Timelines cited in the scope are generalized and subject to change per direction from the City.

#### Task 2: Community Engagement

APG’s community engagement role will be to: (a) facilitate and support the TAC and CAC at seven sets of meetings (see below for preliminary agendas); (b) plan and provide materials and staff support to two Community Open Houses (online, and if allowed, in-person); (c) prepare materials for, and support the City’s ongoing provision of public information, and (d) seek opportunities to meaningfully engage marginalized communities and involve communities of color in the planning process (City to provide contacts and be a liaison to local representatives and organizations).

APG will prepare a Public Engagement Plan to define and schedule engagement activities. The plan will be coordinated and refined with City staff, and is expected to include: articles in local

community newsletters; e-newsletters to an interested parties list; social media online presence (e.g., project page on City website, City Facebook & Twitter project updates); public meeting notices online and flyers; ‘pop-up’ engagement at local community events (consistent with COVID-19 protocols); online surveys (part of the Community Open Houses); mailings to property owners; and engage with students and families of Sherwood High School (the high school located in the middle of the urban reserve area (city lead for student/school family engagement); and Frequently Asked Questions sheets. Public information will be made available in English and Spanish. APG will prepare and update the project web site, hosted by the City through a city web page.

City staff will be the primary interface with property owners and the public, with APG team participation and facilitation at public meetings. The City will also be the lead for notifications, emailing lists, media contact and event logistics (e.g., acquiring venues). Before or during Task 1, the City will send a post-card type mailing to all property owners within the study area, informing of them of the project and opportunities for information. A similar mailing will be sent prior to the conclusion of the CAC process.

#### Steps and Deliverables

- a. Prepare Public Engagement Plan
- b. TAC & CAC committees established (city lead)
- c. TAC/CAC meetings and Community Open Houses (agendas are preliminary):
  - **TAC/CAC #1**
    - Kick-off
    - Issues and policy implications (part 1): Comprehensive Plan updates, development trends, transportation
  - **TAC/CAC #2**
    - Issues and policy implications (part 2): economic development opportunities and challenges
    - Vision-goals-evaluation criteria discussion
  - **TAC/CAC #3**
    - Preliminary Concept Plan review: existing plan concepts to retain, elements for potential change
    - Ideas, options, and assumptions for the Plan alternatives
  - **Community Open House #1** (online and/ or in-person)
  - **TAC/CAC #4**
    - Plan alternatives
  - **TAC/CAC #5**
    - Evaluation of Plan alternatives
    - Direction for preferred alternative
    - Funding strategies discussion (part 1)
  - **Community Open House #2** (online and/ or in-person)
  - **TAC/CAC #6**
    - Preferred alternative
    - Draft Summary Report

- Funding strategies discussion (part 2)
- **TAC/CAC #7**
  - Approve Summary Report and Recommendations
- d. Public information and website updates as defined in the Public Engagement Plan

#### Task 2 Timeline:

CAC Meetings 1-3 and Open House #1 – Months 1-7

CAC Meetings 4-5 and Open House #2 – Months 8-11

CAC Meetings 6-7 and Adoption – Months 12-16

#### Task 3: Alternatives

This task will review, evaluate, and refresh the Concept Plan’s Development Alternatives, creating up to 3 Sherwood West Plan alternatives (one of which may be the Preliminary Concept Plan). The alternatives will be based on Task 1 information and outcomes, and direction from the CAC. APG will use the Urban Footprint scenario modeling tool to display and evaluate alternatives. Task 3 has three steps, described below.

**Step 1 – Create the Plan Concepts.** APG will begin this task by facilitating a discussion with the CAC regarding areas of the Concept Plan to retain, refine, and potentially revise. Building from previous work and the updates identified in Task 1, APG will prepare a memo with annotated graphics showing draft plan concepts and assumptions to be considered for the alternatives. One of the plan concepts will address the housing mix (city lead for needs to fulfilled in compliance with Metro Title 11). These materials will be discussed in CAC Meeting 3 and Community Open House 1. Open House participants will have the opportunity to comment on the plan concepts (land use, economic development, transportation, natural resource, etc.) and suggest ideas and general locations for uses.

**Step 2 – Craft the Alternatives.** Feedback from Step 1 will provide direction for the alternatives and enable the team to prepare up to three alternatives for discussion and direction at CAC Meeting 4. APG will prepare alternatives, with map notes and brief narratives describing each one. Sherwood’s Buildable Land Inventory will be used as the database for constrained and buildable lands. The Urban Footprint scenario model will provide flexible GIS data sets for the plan that will enable plan evaluation, and also potentially provide the data sets that can be used in future community planning when the area is added to the UGB. APG will work closely with City staff to calibrate the model to reflect the evaluation criteria.

**Step 3 – Evaluate the Alternatives.** The team will evaluate the three alternatives using: (a) the Urban Footprint scenario model; (b) “reality check” feedback from brokers and developers in the region to assess the short, medium and long term feasibility of the alternatives; and, (c) transportation analysis (see below). The team will review the evaluation and organize it into a Scenario Evaluation and Plan Direction memo for review at CAC meeting 5. We anticipate that the “plan direction” will draw the best elements from the alternatives to construct a hybrid. The Scenario Evaluation and Plan Direction memo will be flexible and set the stage for CAC discussion; we will facilitate review by the CAC so they can articulate their ideas and preferences for the actual preferred alternative.

**Transportation Analysis** – DKS will prepare a transportation analysis to: (1) evaluate the feasibility of the transportation system so it meets City standards when future annexations occur; and, (2) identify the

priority solutions needed to serve future growth in Sherwood West. Building on the Urban Reserve Transportation Study (URTS), Brookman Road Refinement Plan, and other recent studies, DKS will:

1. Use the analysis in the URTS as a point of comparison to the Sherwood West alternatives.
2. Apply the Washington County Westside travel demand model, currently being used in nearby studies, to Sherwood West to identify/verify segment level congestion and key intersections.
3. Select priority locations that have a high share of Sherwood West traffic for: more detailed analysis; identification of specific mitigations for key locations; and, project costs and funding solutions to those locations.

#### Steps and deliverables

- a. Plan concepts and assumptions memo
- b. Up to 3 Concept Plan update alternatives
- c. Scenario evaluation and plan direction memo
  - Urban Footprint evaluation outputs
  - Reality check feedback from brokers and developers (LCG lead)
  - Transportation analysis memo (DKS lead)

Task 3 Timeline: Months 6-11

#### Task 4: Plan and Re-Look Reports

APG will prepare a draft and final updated Concept Plan map and description based on the outcomes from Task 3 and CAC and community input. The Concept Plan graphic will be supported by images and concise narratives that describe the key characteristics of the plan, such as land uses, districts, community design, transportation elements, and natural resources. An illustrative version of the plan will be drawn. The City will write the section addressing housing needs, consistent with Metro provisions 3.07.1105 (c)(4)

An Infrastructure Funding Strategy and Action plan will be prepared. We will prepare a high level funding strategy that builds upon the funding tools identified in the Preliminary Concept Plan and identifies new ones that may be available. The strategy will identify which tools are most appropriate for use in Sherwood West, with a focus on those that enable near-term catalyst projects and lay the foundation for the long-term evolution of Sherwood West. The strategy will largely focus on the role that the City of Sherwood can play in shaping Sherwood West's future. Where appropriate, It will also identify intergovernmental and public-private partnerships where City efforts can be leveraged with capital or programmatic support by others. Infrastructure costs for water, sanitary sewer, storm water, and parks will be prepared by the City. Transportation facility costs that will be prepared by DKS.

APG will prepare a draft and final Summary Report, based on the outline prepared in Task 1. The report is intended to be the Sherwood West Concept Plan, compliant with Title 11 of the Metro Urban Growth Management Functional Plan. The city will provide narrative and information addressing housing needs, consistent with Metro and State requirements, including Metro code 3.07.1110(c)(4), HB 2001, and HB 2003. The report will include a section describing a Title 11 sequencing strategy addressing: supplemental work the City should consider; timeframes for re-engaging decision makers about UGB

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expansion; and, a graphic timeframe for a Title 11 report to Metro. Memos and technical deliverables from the project will be compiled into a Technical Appendix.

**Steps and Deliverables**

- a. Sherwood West Concept Plan map, images, descriptions, and illustration
- b. Infrastructure funding strategy and action plan
- c. Infrastructure costs: Water, sanitary sewer, stormwater and parks (city lead); transportation (DKS lead)
- d. Draft and final Summary Report and Technical Appendix

Task 4 Timeline: Months 11-14

**Task 5: Adoption**

APG will participate in the steps and deliverables listed below.

**Steps and Deliverables**

- a. Metro Title 11 findings (City lead, consultant review)
- b. Participation in Planning Commission and City Council meetings (2 meetings, City as lead staff)

Task Timeline: Months 15-16

