

RESOLUTION NO. 1891

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS THE LOCAL CONTRACT REVIEW BOARD AUTHORIZING THE PLANNING DIRECTOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ALTA PLANNING AND DESIGN, TO PROVIDE PROFESSIONAL SERVICES FOR DEVELOPMENT OF A CITYWIDE BICYCLE AND PEDESTRIAN MASTER PLAN.

WHEREAS, the development of a Bicycle and Pedestrian Master Plan will assist in fulfilling fiscal year 2004-05 City Council Goal III, which is to "*Provide Quality Parks, Trails, Bike and Pedestrian Paths and Protect Significant Open Spaces And Natural Areas*".

WHEREAS, on June 7, 2004, the Wilsonville City Council adopted a budget (Resolutions 1873 and 1874) for the City that includes a FY 2004/05 appropriation of \$114,000 to develop a comprehensive citywide Bicycle and Pedestrian Master Plan (Project No. 4056); and

WHEREAS, the Planning Director has employed a competitive selection to provide professional services for the above referenced project in keeping with the provisions of Section 2.314(14) of the City Code, which states "...all personal services contracts for which the fee is anticipated to exceed \$50,000 will be awarded based on a competitive selection process"; and

WHEREAS, *Alta Planning and Design* competed with other consulting firms for the project in response to a request for Letters of Interest which was posted in the Daily Journal of Commerce on January 27 and 29, 2004; and

WHEREAS, after reviewing the submitted written materials and conducting interviews on May 5, 2004, Staff selected *Alta Planning and Design* as the firm most qualified to be awarded a personal services contract for the project; and

WHEREAS, the cost for *Alta Planning and Design* to provide the professional services necessary to complete the master plan is estimated at \$100,000, and contract administration at \$14,000; and

WHEREAS, Staff has determined that the fees for the services as proposed by *Alta Planning and Design* are fair and reasonable reflecting the extensive and valuable information which will not have to be reconstructed or duplicated; and prompt execution of the contract for professional services will allow the master plan to be developed in a timely manner.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on the above recitals incorporated herein, the City Council, acting as the Local Contract Review Board, does hereby approve and authorize the Planning Director to sign a Professional Services Agreement between the City of Wilsonville and *Alta Planning and Design*, a copy of which is marked Exhibit "1", attached hereto and incorporated herein, to provide the professional services recited within for the referenced project.
2. Authorize the expenditures for this contract not to exceed the total FY 2004/05 amounts as budgeted or amended from:

<u>Account</u>	<u>Budget Amount</u>
540-45030-0000-4056	\$114,000.00

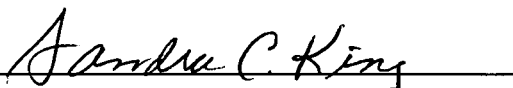
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2nd day of August, 2004, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, City Recorder, CMC

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Holt	Yes
Councilor Scott-Tabb	Yes
Councilor Knapp	Yes

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
ALTA PLANNING AND DESIGN**

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and Alta Planning and Design, (hereinafter referred to as "Consultant").

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

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

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

A. Term

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

B. Consultant's Services

B.1 The Scope of Consultant's Services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager may not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays that are unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish

information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

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

C. City's Responsibilities

- C.1 City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. Compensation

- D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than \$100,000 for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the hourly billing rate sheet (Exhibit B). Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.
- D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached hourly billing rate sheet (Exhibit B), provided the parties comply with the requirements of Section R. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.
- D.3 Unless expressly set forth on Exhibit A as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in

subsections D. 1 and D. 2. Only those reimbursable expenses which are set forth on Exhibit A and itemized on Consultant's bills for services shall be the basis for which payment of those expenses by City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services authorized by this agreement for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate includes, but is not limited to, salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

E. City's Project Manager

City's Project Manager is Chris Neamtzu, Manager of Long Range Planning. City shall give Consultant prompt written notice of any re-designation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is Mia Birk, Principal, Alta Planning and Design. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such re-designation. In the event that City receives any communication from Consultant of whatsoever nature, which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

G. Project Information

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

H. Duty to Inform

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

I. Consultant is Independent Contractor

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit B. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the insurance requirements of this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials, or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under

this Agreement.

- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including, but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit A** as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

J. Indemnity and Insurance

- J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of any and all liability, settlements, loss, costs and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project Manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any

and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.2. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.

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

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

J.2.2 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will re-perform any services not meeting this standard without additional compensation. Consultant's re-performance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.

J.2.3 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. Excepting professional liability and worker's compensation coverage, all policies shall provide an endorsement naming the City, its officers, employees and agents as additional insureds. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an

insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.

J.2.4 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

J.2.4.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.

J.2.4.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.

J.2.4.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

J.2.4.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance of \$250,000 per occurrence, provided the form of coverage complies with the requirements of paragraphs J.2.1, J.2.2, J.2.3 and J.2.4.

J.2.4.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages identified in items J.2.5.2 and J.2.5.3.

J.2.5 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City

for all such claims shall be no more than the amount of the applicable insurance deductible.

K. Early Termination

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

L. Suspension of Work

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

control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

M. Sub-consultants and Assignments

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

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

N. Access to Records

City shall have access upon request to such books, documents, receipts, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years unless within that time City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

O. Work is Property of City

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

promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

- B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.
- C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

P. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement provisions required by ORS Chapter 279 to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Q. Adherence to Law

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

R. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of

this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

S. Other Conditions

S.1 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

T. Integration

This Agreement, including but not limited to, Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

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

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this _____ day of August, 2004.

CONSULTANT:

CITY OF WILSONVILLE:

By _____

Alta Planning and Design
Name of Firm

Ms. Sandi Young
Planning Director

By _____
Typed or
Printed Name: _____

Attest:

Title: _____

Sandra C. King
City Recorder

Mailing
Address: _____

Mailing
Address:
30000 SW Town Center Loop East
Wilsonville, OR 97070

Approved as to form:

Employer I.D. No. _____

Michael E. Kohlhoff
City Attorney

**CITY OF WILSONVILLE BICYCLE AND
PEDESTRIAN MASTER PLAN UPDATE (2004)
SCOPE OF WORK**

INTRODUCTION

The City of Wilsonville, in cooperation with ODOT, Metro, Clackamas and Washington Counties, and the citizens of the region will be developing an updated Bicycle and Pedestrian Master Plan to provide a complete system of non-motorized transportation links throughout the community.

The Bicycle and Pedestrian Master Plan update will build upon the work done in the 2003 Transportation Systems Plan. The final Bicycle and Pedestrian Master Plan will be consistent with and complimentary to the Transportation Systems Plan (TSP), replacing Chapter 5 and amending other applicable sections as necessary. Major objectives for this project are found in Attachment B.

This scope of work describes the tasks that Alta Planning and Design (Consultant) will perform to complete the City of Wilsonville Bicycle and Pedestrian Master Plan update.

WORK TASKS

- Task 1: Refine Scope of Work and Schedules
- Task 2: Project Management and Administration
- Task 3: Inventory, Data Gathering and Analysis
- Task 4: Meetings and Public Process
- Task 5: Alternatives Analysis
- Task 6: Conceptual Master Plan
- Task 7: Final Draft Master Plan
- Task 8: Adoption of the Bicycle and Pedestrian Master Plan

Task 1. Refine Planning Scope of Work and Schedules:

City Staff will facilitate a project initiation meeting to discuss the scope of the project. There will also be a project initiation meeting with the Parks and Recreation, Transit and Bicycle and Pedestrian Master Plan Consultants and City Staff. The purpose of this meeting will be to refine and schedule public involvement activities and discuss logistics of coordination of the two projects. Participants will include City Staff and select consultant team members.

Products:

1. Ensure that the scope of work is adequate and accurate.
2. Finalize Scope of Work
3. Establish timelines for draft and final master plan preparation.
4. Create a cost estimate of each task, hours and Consultant staff required to complete the project.
5. Discuss scheduling and coordination with the Parks and Recreation Master Plan process and Consultants.
6. Discuss the goals and objectives of the project.
7. Define the project study area.

Task 2. Project Management and Administration:

1. Project Management (Consultant):

- a. Designate a Project Manager for Consultant. Provide project management, coordination and direction to the project team to complete the project on time and within budget. Frequent communication with the City's Project Manager and agency coordination is expected.
- b. Review of sub-consultants monthly progress and billings (if applicable). Provide copies of sub consultant bills to the City.
- c. Prepare monthly progress reports including compliance with timeline and budget. Monthly reports will detail work completed in the preceding month by work task, documentation of issues and concerns, coordination efforts with affected agencies, percent of work task completed, and percent of work task budget spent.
- d. Review of all documents and submittals to the City to ensure quality control and completeness. All information shall be submitted in digital form. Hard copies shall also be provided as appropriate.

2. Project Management (City's Project Manager):

- a. Finalize the Scope of Work and obtain necessary approvals and signatures.
- b. Assemble City Project Team.
- c. Serve as liaison to Planning, Building, Engineering, Community Development, Community Services and the City Manager. Advise immediately if serious issues or concerns arise as the project moves forward.

- d. Provide monthly updates to the Planning Commission and Parks Board.
- e. Attend project meetings.
- f. Facilitate review of information and documents by City Project Team at appropriate points in the work tasks.
- g. Receive and review all billings and authorize payment.
- h. Monitor compliance with both timeline and budget and make such corrections as necessary to stay within both.
- i. Maintain and update a list of project stakeholders, interested citizens and agency contacts. Distribution of mailings, public notices for hearings and postage will be the responsibility of the City.

Products:

- 1. Identification of City and Consultant Project Managers and Project Teams
- 2. Monthly reports and billings. Monthly status reports shall be provided with the project invoices.
- 3. Establish communications protocol.
- 4. Conduct regular updates through memo, email and/or phone.
- 5. Develop and maintain a list of project stakeholders (City).

Task 3. Planning, Data Gathering and Analysis:

Information gathering will be conducted in three phases: 1) Data Collection 2) Field Inventory and 3) Data Synthesis.

1. Data Collection:

The Consultant shall collect all available data, including all relevant local, regional, and state-planning documents related to bicycle and pedestrian facilities. Consultant shall create a summary packet of pertinent bicycle and pedestrian path requirements as per ODOT, City's TSP etc. as key information for the Citizen Advisory Committee (CAC).

Consultant shall work with City Staff to develop a series of working maps necessary to depict the existing system of on and off street trails and pedestrian facilities. Mapping of publicly owned properties and existing trail connections will be required.

The Consultant shall participate in community wide visioning and shall conduct stakeholder interviews. Alta will conduct stakeholder interviews, with input from the Parks and Recreation Master Plan Consultants. Based on this information, the Consultant shall continue to work with citizens and elected officials to determine and implement the vision for the Plan. Other methods of data collection shall be utilized, including community wide surveys, which shall be developed in close coordination with the Parks and Recreation Master Plan Consultants and conducted by said Consultants. Pertinent information shall be displayed on the City's web site as the Master Plan progresses.

2. Field Inventory:

Consultant shall conduct a field inventory of proposed and potential trail corridors. Note street connections to properties, access to public properties, connections to transit, schools, significant resource areas, existing parks and recreation facilities, retail centers, employment areas and publicly owned properties. Photograph, video and or/record conditions observed in the field. Base maps will be checked and verified by City Staff and Consultant.

Other information to be field collected and mapped:

- Proposed land uses and major developments adjacent to existing and planned trails
- Existing on and off-street bikeways, walkways, and parks (Chapter 2 and 5 of the TSP).
- Existing ADA compliance, including curb ramps, intersection treatments, sidewalk inventory and condition
- Completed trail segments, gaps barriers, environmentally sensitive areas
- Major destinations
- Access points
- Intersections, traffic data, collision data
- Property ownership and easements (public access, utility, conservation)
- Demographic information
- Constraints and limitations (physical, topographic, and budgetary)

3. Needs Assessment:

Consultant shall review demographic data, crash histories, survey information, and other information to summarize pedestrian and bicycle needs.

4. Data Synthesis:

Consultant shall synthesize field data and printed data into a series of maps and graphics for incorporation into the public process and refined into the Master Plan. Opportunities and constraints shall be clearly identified, and the conflicts between various master plans and the Development Code shall be identified and solutions proposed to resolve conflicts. Maps and graphics shall be in color and of a large size for public meetings and presentations.

5. Mapping

The Consultant may use data supplied by the City, or other available data to generate base maps for the project area. Site assessment information will be added to the base maps by the Consultant to generate existing site conditions and base maps for the master planning work effort. These maps will need to be generated in a format suitable for public meetings and presentations.

Product:

1. Summary of stakeholder interviews, data collected, analysis, needs assessment and previous planning efforts.
2. Follow up information packet from the Visioning session
3. Comprehensive base maps, photo documentation, and inventory data for existing bike and walkways.
4. Documentation and map of system 'gaps' and alternatives and approaches for infilling the gaps, including identification of constraints such as slopes, lack of ROW, wetlands etc.
5. Map and database of existing and proposed trails for field inventory.
6. Maps of proposed trail corridors based on field inventory and constraints.
7. Create a summary packet of pertinent bicycle and pedestrian path requirements as per ODOT, TSP and others for CAC consideration.

Task 4. Meetings and Public Process:

The Project Manager shall develop a public and agency involvement and process plan that is comprehensive but efficient and resulting in meaningful recommendations based on reality. Components of that process are:

1. Citizen Advisory Committee (CAC):

A single CAC will be formed to provide oversight into both the Bicycle and Pedestrian and Parks and Recreation Master Plan processes. The Committee will meet up to six (6) times during the process and will provide support for the project in addition to serving as a sounding board and a review body for work task components. The CAC will contain approximately 10 interested stakeholders representing a wide variety of backgrounds and interests

The City will be responsible for preparing final agendas from input provided by the Bicycle and Pedestrian and Parks and Recreation Consultant teams, and providing copies of the agendas. Consultant will facilitate the meetings. The City will also be responsible for contacting CAC members, forwarding work products and agendas to members, providing a meeting room and refreshments, and preparing a synopsis of the meeting.

2. Community Meetings:

Consultant shall prepare for and facilitate five (5) public involvement meetings (outside of public hearings required as part of Master Plan adoption) as part of this process.

- The first meeting is to unveil the Master Plan project to the public and will be in the form of a Committee for Citizen Involvement (CCI), which is hosted by the Planning Commission and will be held on June 3, 2004.
- The second meeting will include a detailed visioning process for trails and parks and will be held in combination with the Parks and Recreation Master Plan and Transit Master Plan Consultants (September 2004).
- The third meeting will be held to review alternative master plan concepts, provide costs, and follow up the visioning.
- The fourth will be held to unveil the findings and recommendations of the draft master plan.
- The fifth will be to review the revised draft master plan.

Consultant shall provide necessary written and graphic materials for all of these meetings. City Staff will record meeting notes.

3. Stakeholder Meetings:

Consultant shall attend up to ten (10) stakeholder meetings with affected neighborhood groups, homeowners associations, and other groups as needed to present the draft master plan and resolve conflicts as they arise.

4. Project Team Meetings:

Schedule and attend a maximum of ten (10) project team meetings. Consultant shall prepare meeting agendas; action items list and summary minutes. Consultant and sub-consultant staff shall attend these meetings as needed at the direction of the Project Manager. Where possible and functional, combined meetings between the two Master Plans should occur.

5. Final Presentations:

Consultant will prepare for and facilitate up to two presentations of the draft and final Master Plan for each of the following: Parks and Recreation Advisory Board, Planning Commission and City Council. Combined meetings with the Parks and Recreation Advisory Board and the Planning Commission shall be considered. **Additional meetings**

with each group may be added per agreement of the Consultant and City Project Manager or per a contract amendment.

6. Continuing Public Involvement:

Throughout the process, the Consultant shall identify opportunities for public involvement to enhance the implementation of the project.

Products:

1. Prepare public meeting notices and agendas, pre-meeting information packets, news/press releases, summaries and action items for follow up. Record minutes of project team meetings.
2. Prepare written and graphic materials for all public meetings
3. Facilitate public meetings/community workshops
4. Prepare a Public/Agency Involvement Plan to be approved by the City
5. A presentation/information packet shall be developed to promote the importance of bicycle and pedestrian facilities to community livability.
6. Distribution of mailings, preparation and distribution of legal public hearing notices and the cost of postage will be the responsibility of the City of Wilsonville.
7. Draft mission, goals, and objectives.

Task 5. Alternatives Analysis:

This task will involve preparing trail network recommendations and developing design treatments, best management practices, graphics and the master plan narrative. The Consultant will develop opportunities and constraints maps, text, and supporting material to allow for a good understanding of the issues.

1. Alternatives Evaluation:

Consultant will explore all alternatives for an interconnected community comprised of a complete on-street system, linked seamlessly to an efficient off-street system connecting existing paths and bike lanes with the planned system which connect schools, natural areas, public properties, parks facilities, employment centers, major businesses, transit lines and the river.

This detailed analysis will ensure the best possible alignments from the perspective of the pedestrian, trail and roadway bike lane user, with a focus on reality, safety, cost, ease of implementation, site constraints, aesthetics, and public support.

Where alternatives exist, the Consultant will consider the following:

- Safety and Liability
- Bikeway Community Connections
- Functionality/Efficiency

- Environmental Impacts
- Cost
- Roadway Crossings/On-Street Facilities
- Security
- Consistency with Local Plans
- Multiple Users
- Cost Considerations
- Protection of Wildlife Corridors and Sensitive Fish, Plant and Wildlife Habitat

If alignment analysis is not possible due to limited budget or available information (e.g. in-depth technical analysis needed), future study or action items will be identified.

The Master Plan document shall be organized in a way that is consistent with the City's Comprehensive Plan. The format shall identify broad Goals, with supporting Policies, and attainable Implementation Measures. Such a format will allow for the progress of the master plan to be easily measured and success determined over time.

Product:

1. Alignment and design alternatives (maps etc.) for public presentation and incorporation into the Master Plan.
2. Opportunities and constraints will be summarized along with a schematic cost analysis and estimate. Implementation costs for alternatives shall include operations and maintenance costs.
3. Presentation materials
4. Alignment and design alternatives with a short summary of the costs, benefits and constraints for each alternative.

Task 6. Conceptual Master Plan:

1. Conceptual Master Plan

Consultant will refine the preferred alternatives based on the results of the public involvement process and as necessary to reflect the needs of the community.

Specific locations for trails, and other associated improvements will be determined. Recommendations for ADA compliance, operations, maintenance, signage and security shall be provided in the Master Plan.

Design guidelines will be developed that identify preferred materials and design of trails for off street bike and pedestrian facilities. Preferred trail materials, widths, diagrams, sketches, photos and other graphics necessary to depict design elements and cross-sections will be provided.

Based on the TSP priorities for implementation, a proposed phasing plan for improvements will be prepared. The phasing plan will also identify the estimated

budget for capital improvements and permit requirements as well as ongoing operations and maintenance costs. Consultant will prepare a draft rendering of the above elements in an overall plan at appropriate scale. Consultant will present the proposed concept plan and draft renderings to the City for final review and comment prior to preparation of the draft master plan document. City Staff will edit all written text at this point in the process.

Product:

1. Presentation quality renderings of the master plan, conceptual sketch drawings, graphics, cross sections, diagrams, maps and other applicable graphics and text necessary to communicate the nature and extent of the proposed improvements, design guidelines and support data on improvements.
2. Conceptual Master Plan document

2. Draft Master Plan

The Consultant will prepare a draft master plan based on the refined conceptual master plan, and other technical materials developed as part of the overall scope of work. The materials will be organized into an 8.5" X 11" report. All components of the plan will be discussed and maps, graphics, photos, and selected plans, elevations, and sketches will be included to illustrate the narrative content. Consultant will discuss document layout design and proposed graphics with City Staff prior to completing this task. City Staff and CAC will provide detailed edit and review of the Draft Master Plan.

Suggested code amendments shall be developed for follow up and implementation of the master plan concepts.

Product:

1. Consultant will provide one complete unbound copy of the draft master plan document for City/CAC review. Additional color copies of maps and other graphics may be required.
2. Draft Master Plan document

Task 7. Final Master Plan

Based on comments received during the public comment period and from agency staff (ODOT and Metro), the draft master plan will be revised into a final master plan document for City review and approval. City Staff will notify interested participants when the final version is available and presented for adoption.

The Final Master Plan will be presented at the following public meetings:

- Wilsonville Planning Commission
- Wilsonville Parks and Recreation Advisory Board

- Wilsonville City Council

Product:

1. Consultant will provide 30 complete bound color copies of the final master plan document for City/CAC/public review.
2. Final Draft of the Bicycle and Pedestrian Master Plan that replaces Chapter 5 of the TSP.

Task 8. Adoption of the Bicycle and Pedestrian Master Plan

Final Revisions:

Consultant will incorporate final changes and amendments to the Master Plan as proposed by the Staff, Planning Commission and City Council.

Product:

3. Consultant will provide one complete, copy ready, unbound original of the final document and one complete copy of the document and all graphics on CD in a compatible format as well as all maps and color renderings of a size at least 30" X 40" used in the public process.
4. Adoption of the Bicycle and Pedestrian Master Plan by City Council.

Estimated Project Timeline:

Item	Target Date
Kick off meeting to refine the Planning Scope of Work and Schedules	July
Prepare public involvement plan	July
1 st public meeting: CCI meeting	June 3 rd
Review existing plans	July/August

Collect data	July/August
Working Paper #1:	Fall 2004
1 st CAC Meeting, kick-off project,	September
2 nd CAC Internal visioning workshop	September/October
2 nd Public meeting, Visioning- September 2004	Sept 2004
3rd CAC Meeting (follow up from visioning workshop)	October/November 2004
Working Paper #2:	Winter 2004-05
Field review, alignment analysis	Winter 2004-05
4 th CAC: prepare for public meeting, review preliminary proposals	Winter 2004-05
3rd Public Meeting, Show preliminary proposed components of Master Plan.	Winter 2005
5 th – 6 th CAC: plan public meeting, refining alignments, other areas of plan	Winter 2005
Develop draft master plan	Spring 2005
4 th Public Meeting, revise and based on comments show concept master plan Need 5th Public Meeting date and time	Spring 2005
7 th TAC/CAC: debrief from public meeting, discuss plan revisions	Spring 2005
2 nd Draft Master Plan	June 2005
Prepare Final Master Plan	July 2005
Present final document to boards and commissions	August/September 2005

Attachment A

Available Data and Resources

- Wilsonville Comprehensive Plan and Map
- Wilsonville Development Code
- Wilsonville Zoning Map
- All applicable Wilsonville Master Plans
- Parks and Recreation Master Plan (1993)
- Physical Inventory (1979)
- Local Wetlands Inventory (LWI) (1998)
- Riparian Corridor Inventory data sheets and map (1998)
- Significant Resource Overlay Zone Map (2001)
- Natural Resources Plan (2001)
- Stormwater Master Plan (2001)
- Transportation Systems Plan (2003)
- Villebois Village Master Plan (2004)
- Wilsonville Tract Master Plan (2004)
- Memorial Park Trails Master Plan (2004)
- Digital Topography and Orthophotography

Attachment B

The major objectives of the project include:

- Use of public involvement process, that engages the community through a visioning process, resulting in meaningful recommendations based in reality, and supported by the community's vision that take into consideration the social, budgetary and physical constraints to a full network of bicycle and pedestrian facilities.
- Development of goals, policies and implementation measures for a bicycle and pedestrian system that meet the community needs and complies with state, regional and local plans and policies.
- Determination and delineation of a prioritized, comprehensive network of bikeways, trails, and walkways consistent with the TSP street priorities with ancillary related facilities.
- Update of the City's 2020 Bicycle and Pedestrian Facilities Plan (Figure 5.4 of the TSP) based on an updated inventory of existing facilities and identified community need. Update shall continue to ensure a comprehensive network of bikeways, trails, walkways, and related ancillary facilities and shall adjust the short, mid and long range projects identified in Section 5.5.1.1-5.5.1.3 of the TSP based on the public input process, and the City's funding availability.
- Update the inventory of existing and proposed pedestrian, equestrian and bicycle facilities citywide, using Figures 5.3b and 2.5 of the City's TSP as a base. Identify current gaps and deficiencies in the existing system.
- Update the existing on and off street system wide plan for bicycles and pedestrians taking into consideration physical, topographic and environmental constraints as well as the impacts of the system on private property.
- Analysis of existing master plans and identification of conflicts and an approach to rectify internal inconsistencies as they relate to bicycle and pedestrian facilities.
- Preparation of maps and other graphics (digitally and paper based) that clearly depict the existing and proposed bicycle and pedestrian system. Such graphics should be suitable for distribution on the City's web site.
- Update project bicycle and pedestrian related project lists identified in Chapter 4 of the TSP based on public involvement process and a realistic assessment of funding potential.
- Completion of a Bicycle and Pedestrian Master Plan document for adoption as a sub-element of the Comprehensive Plan and proposing necessary amendments to the recently adopted Transportation Systems Plan, Comprehensive Plan and other applicable Master Plans to result in consistency between Master Plan documents. Implementation measures in these master plan documents should require related changes to the City's Development Code.
- Analysis of the 2003 Transportation Systems Plan to identify implementation obstacles in Chapter 5, particularly for the off-street bicycle and pedestrian system.
- Develop standards for accessing private development from public streets; particularly bicycle access related to commercial development and private drive standards. Internal circulation of bicycles and pedestrians should be considered in the development of these standards.

- Incorporation of “Smart Growth” design principals for creating a safe and functional cohesive and complete bicycle and pedestrian system.
- Coordinate closely with the Parks and Recreation and Transit Master Plan updates so as to develop an integrated public involvement process that will enhance coordination, consistency, and project efficiencies as well as closely coordinated and consistent final documents.
- Update the needs assessment of the City’s TSP to keep current and future pedestrian and bicycle needs.
- Update the Implementation Measures of the TSP relative to needed development code changes to implement the Bicycle and Pedestrian Master Plan developed through this process.
- Provide examples of “Dolan” findings related to when the City can require easements vs. dedication vs. construction as new development occurs.
- Develop trail design guidelines with preferred surface, width, usage, etc... depending on site conditions and other factors. This should include trail security through environmental design principles, developed in coordination with Clackamas County Sheriff Office.
- Develop trail-roadway crossing design guidelines.
- Update as appropriate the pedestrian and bicycle design guidelines of the City’s TSP for the on-street system.
- Update the list of bicycle, pedestrian, and trails projects identified in the City’s TSP based on the public involvement process and the City’s fiscal constraints.
- Develop maintenance and management recommendations and costs for off-street facilities.
- Develop an action plan for related bicycle and pedestrian infrastructure and equipment, such as bicycle parking, bicycle-transit linkages, pedestrian-transit linkages and crossings.
- Submit Grant applications to implement plan.
- Develop future on-going public involvement strategy.
- With youth involvement, development of a “Safe Routes to School Pedestrian and Bicycle Action Plan” for each school in Wilsonville. Identify infrastructure needs, suggested traffic improvements, and make recommendations for education, outreach, and enforcement measures.
- Develop project concept plans for the top tier of off-street projects. This would include cross sections, renderings, identification of key issues, cost estimates, potential phasing, funding sources driveway conflicts, mid-block crossings, intersection treatments, ADA corner designs, summary of types of connections needed in residential and commercial areas, bike parking, sensitivity of pavement loop detectors and signal timing.
- Develop a conceptual bicycle/pedestrian network signage plan with unique theme, and establish probable locations.
- Coordinate with Washington and Clackamas County Bicycle and Pedestrian Plans.
- Identify issues (permitting, regulatory, land use) related to siting trails and providing access to the Willamette River.