

**RESOLUTION NO. 2288**

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AN INTER-GOVERNMENTAL AGREEMENT BETWEEN ODOT AND THE CITY OF WILSONVILLE TO ACCEPT TRANSPORTATION AND GROWTH MANAGEMENT (TGM) GRANT FUNDS TO COMPLETE AN UPDATE TO THE CITY'S TRANSPORTATION SYSTEMS PLAN (TSP).**

WHEREAS, in March of 2010, the City of Wilsonville Community Development Department applied to ODOT's TGM program for \$175,000 in funding to complete an update to the 2003 TSP; and

WHEREAS, in June of 2010, the City was awarded the full grant amount; and

WHEREAS, the TSP update is not a complete master plan re-write, but is intended to be a strategic update to reflect rapidly changing conditions on the periphery of the City as well as numerous other specific tasks contained in the scope of work; and

WHEREAS, the TSP update will comply with Statewide Planning Goal 12-Transportation, the Oregon Highway Plan and the Regional Transportation Plan (RTP); and

WHEREAS, the TSP update will build upon the recently completed Bicycle and Pedestrian (2006) and Transit Master Plans (2008); and

WHEREAS, the City's Committee for Citizen Involvement (CCI) will be the primary public involvement mechanism affording interested citizens to be involved in all phases of the planning process; and

WHEREAS, DKS Associates was selected as the project consultant through a competitive process that involved ODOT and City staff; and

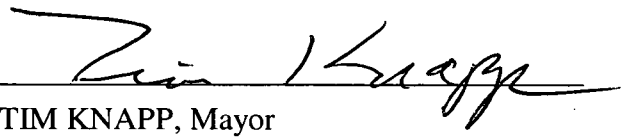
WHEREAS Metro's recently adopted Regional Transportation Plan (RTP) requires the City of Wilsonville to complete the update to the TSP by the end of 2012; and

WHEREAS, due to the relatively short project timeline established, advancing the project expeditiously is in the best interest of the community to take advantage of the grant funds awarded.

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

1. The above recitals are incorporated herein as City Council findings in support of this Resolution.
2. The Mayor is authorized to execute the IGA (Attachment A) with ODOT to accept the TGM grant award in the amount of \$175,000 to complete the TSP update.
3. In-kind and cash funds from CIP #4174-TSP Update will be used to match the grant award.
4. The TGM Grant will assist the City in updating the TSP at a critical time, when regional coordination is needed.
5. The Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 2<sup>nd</sup> day of May 2011, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, Mayor

ATTEST:

  
Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Nunez	Yes
Councilor Hurst	Excused
Councilor Goddard	Yes
Councilor Starr	Yes

Attachments:

A – Intergovernmental Agreement City of Wilsonville, Transportation Systems Plan Update TGM Grant Agreement No. 27506

**INTERGOVERNMENTAL AGREEMENT**  
City of Wilsonville, Transportation Systems Plan Update

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Wilsonville ("City" or "Grantee").

**RECITALS**

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") funds. Local funds are used as match for SAFETEA-LU funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. DEFINITIONS**

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

## SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the City's Matching Amount by City to ODOT. This Agreement terminates on December 31, 2012 ("Termination Date").

B. Grant Amount. The Grant Amount which includes City's Matching Amount of \$50,000 shall not exceed \$235,998.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$235,998.

E. City's Matching Amount. The City's Matching Amount is \$50,000. City shall pay ODOT the City's Matching Amount at time of the signing of this Agreement

## SECTION 3. CITY'S WORK ON PROJECT

City may do work on the Project that is not reimbursed under this Agreement or counted toward City's Matching Amount. Notwithstanding the preceding sentence, City agrees to deliver to ODOT's Contract Administrator no less than every other month documentation (such as cost reports, progress reports and deliverables) of Project costs for such work but only if such Project costs are Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement. City shall submit cost reports for 100% of City's Federally Eligible Costs. Any travel expenses reported by City shall be in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

#### **SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION**

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

#### **SECTION 5. GENERAL COVENANTS OF CITY**

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall

maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon."



(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. The City agrees as follows:

- (1) ODOT may use any of City's Matching Amount paid to it under this Agreement pursuant to Section 2.E. to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and
- (2) Within 30 days after the Termination Date, City shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
  - (a) The permanent location of Project records (which may be subject to audit);
  - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount; and
  - (c) A list of final deliverables.
  - (d) [Reserved]

## SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
  - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
  - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
  - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
  - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

**SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS**

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

## SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

## SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so

addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

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

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

amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to

utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 29, 2008, the Oregon Transportation Commission ("Commission") approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program ("STIP") or a line item in the biennial budget approved by the Commission.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

**City**

*City of Wilsonville*

By: \_\_\_\_\_  
(Official's Signature)

\_\_\_\_\_  
(Printed Name and Title of Official)

Date: \_\_\_\_\_

**ODOT**

STATE OF OREGON, by and through  
its Department of Transportation

By: \_\_\_\_\_  
Barbara Fraser, Interim Division  
Administrator  
Transportation Development Division

Date: \_\_\_\_\_

**ATTORNEY GENERAL'S OFFICE**

Approved as to legal sufficiency by the  
Attorney General's office.

By: \_\_\_\_\_  
(Official's Signature)

Date: \_\_\_\_\_

**Contact Names;**

Michael Bowers  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, OR 97070-6499  
Phone: 5036824960  
Fax: 503-682-7025  
E-Mail: bowers@ci.wilsonville.or.us

Gail Curtis, Contract Administrator  
Transportation and Growth Management Program  
123 NW Flanders  
Portland, OR 97209-4037  
Phone: 503-731-8206  
Fax: 503-731-3266  
E-Mail: Gail.E.Curtis@odot.state.or.us

**EXHIBIT A  
STATEMENT OF WORK  
TGM 1F-10**

**CITY OF WILSONVILLE  
TRANSPORTATION SYSTEM PLAN**

<b>Name:</b>	<b>Agency Work Order Contract Project Manager (WOCPM)</b> Gail Curtis	<b>Name:</b>	<b>Consultant Project Manager</b> Carl Springer
<b>Address:</b>	ODOT Region 1 123 NW Flanders St Portland, OR 97209-4037	<b>Address:</b>	DKS Associates 1400 SW 5th Avenue, Suite 500 Portland, OR 97201
<b>Phone:</b>	503-731-8206	<b>Phone:</b>	503-243-3500
<b>Fax:</b>	503-731-3266	<b>Fax:</b>	503-243-1934
<b>Email:</b>	Gail.E.Curtis@odot.state.or.us	<b>Email:</b>	cds@dksassociates.com
<b>Name:</b>	<b>City Project Manager (City PM)</b> Michael Bowers		
<b>Address:</b>	City of Wilsonville 29799 SW Town Center Loop E Wilsonville, OR 97070		
<b>Phone:</b>	503-682-4960		
<b>Fax:</b>	503-682-7025		
<b>Email:</b>	bowers@ci.wilsonville.or.us		

**Definitions**

Agency/ODOT	Oregon Department of Transportation
City	City of Wilsonville
City PM	City Project Manager: Community Development Director or designee
GIS	Geographic Information Systems
OAR	Oregon Administrative Rule
OHP	Oregon Highway Plan
PI	Public Involvement
PC	Planning Commission
PMT	Project Management Team
Project	City of Wilsonville Transportation System Plan project
Project Area	City of Wilsonville within the Metro UGB
RTFP	Regional Transportation Functional Plan
RTP	Regional Transportation Plan
TAC	Technical Advisory Committee
TAZ	Transportation Analysis Zone
TPR	Transportation Planning Rule
TSMO	Transportation System Management and Operations
TSP	Transportation System Plan



UGB	Urban Growth Boundary
V/C	Volume-to-Capacity
WOC	Work Order Contract
WOCPM	Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the "WOC") with the work order consultant ("Consultant") shall contain the following provisions in substantially the form set forth below:

#### **"PROJECT COOPERATION**

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.

**Key Personnel.** Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's key people. In particular, Agency through this Contract is engaging the expertise, experience, judgment, and personal attention of Carl Springer and Scott Mansur both with DKS Associates (collectively "Key Personnel" or individually "Key Person"). Contractor's Key Personnel shall not delegate performance of the management powers and responsibilities he/she is required to provide under this Contract to another (other) Contractor employee(s) without first obtaining the written consent (email acceptable) of

Agency. Further, Contractor shall not re-assign or transfer a Key Person to other duties or positions such that a Key Person is no longer available to provide Agency with his/her expertise, experience, judgment, and personal attention, without first obtaining Agency's prior written consent to such re-assignment or transfer. In the event Contractor requests that Agency approve a re-assignment or transfer of a Key Person, Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any approved substitute or replacement for a Key Person shall be deemed a Key Person under this Contract."

### ***Project Purpose and Transportation Relationship and Benefits***

The City of Wilsonville Transportation System plan project (Project) purpose is to address the new, mandated elements of the Regional Transportation Functional Plan (RTFP); and to reduce greenhouse gas emissions through implementation of alternative vehicle infrastructure planning, safe routes to schools plans and by developing strategies to reduce Vehicle Miles Traveled. Further, efficient movement of freight to and from Regionally Significant Industrial Area lands is of paramount importance.

The current City of Wilsonville (City) Transportation System Plan (TSP) was last fully updated in 2003 and is based upon data collected between 1996 and 2002. The Project will update elements of the 2003 TSP, and create a balanced and convenient multi-modal transportation system (vehicles, freight, pedestrian, bicycles and transit) for large undeveloped areas currently within the City, and for the Metro Urban Growth Boundary (UGB) expansions that occurred in 2002 and 2004, including connections to South Metro Area Rapid Transit /Westside Express Transit Center.

The recent Metro Urban Reserves decision to add much of the Stafford Basin, northeast of Wilsonville, as a targeted area for future growth will be studied only in terms of sensitivity. The sensitivity analysis will be to help understand how the proposed TSP transportation solutions perform relative to future development. Based on Statewide Planning Goal 14, the Metro Urban Reserve areas are not part of local TSP planning until the land areas are included in the Metro UGB and local Comprehensive Plan amendments are adopted designating the areas for urban development.

### ***Project Area***

City is located in the southern part of the Portland metropolitan area and northern part of the Willamette Valley, south of I-205, 18 miles from downtown Portland and 29 miles north of Salem. The City is divided by I-5. It is a major employment area of the Metro region with more jobs than residents. The City population is about 18,500 with employment population over 15,000.

The Project Area is shown in Map A. The Project Area is comprised of those lands within the City UGB.

### ***Background***

The City adopted its last TSP in June of 2003. Since then, the following land-use decisions and initiatives have occurred. Lands added to the UGB and designated for urban land uses since adoption of the 2003 TSP are to be addressed as part of this Project:

- Approval for 2,500 Villebois homes on 482 acres on the former Dammasch State Hospital site on the City's west side. The Development Agreement was signed in 2004, 715 housing units have been built and 250 acres remain for 1,700 additional dwelling units.
- 180-acre UGB expansion in 2002 in the Frog Pond area on the City's east side for residential land allowing a minimum of 8 units per acre to total over 1,000 dwelling units. Land is currently large lot residential and agriculture.

- Passage of West Linn/Wilsonville School District bond measure in 2008 to support a new elementary school at Villebois in 2012; plus the school district and City have been working on concept plans for two additional schools and a 10-acre community park on 40-acres in an urban reserve area immediately adjacent to Frog Pond.
- Coffee Creek Industrial Area Master Plan approval for over 200-acres of industrial development in north Wilsonville within the UGB intended for more than 1,000 living wage jobs.
- A 25 percent population increase is forecasted for Coffee Creek Correctional Facility within the next 10 years based on State legislation mandating longer prison terms.
- Westside Express Commuter Rail and Station became operational in 2008 serviced by Tri-Met and South Metro Area Rapid Transit with daily service during a.m. and p.m. hours to Tualatin and Beaverton.
- Re-development opportunities at the Thunderbird Mobile Home Park and within the City's Old Town area.
- The City Bicycle and Pedestrian Master Plan was updated in 2006.
- Joint planning of the Basalt Creek 2004 UGB expansion area of 595 acres between the Cities of Tualatin and Wilsonville and the 180-acre West Railroad area is expected to reach the Concept Plan stage during Project and must also be incorporated if completed.
- The City is poised to begin to address policies related to climate change planning through electric and compressed natural gas vehicle infrastructure planning and non-vehicular connectivity. State and regional direction on implementation of State legislation regarding greenhouse gas reduction is currently being developed and is not expected to be adopted to coincide with Project. However, Wilsonville wishes to take advantage of a current federal effort to plan for electric recharging stations as a part of the TSP update.

### ***Project Objectives***

Project will update 2003 TSP to:

- Meet the requirements of the Transportation Planning Rule (TPR).
- Be consistent with the Metro RTFP.
- Meet Oregon Highway Plan (OHP) mobility standards for state highways. Alternatively, propose alternative mobility standards consistent with the provisions of OHP Action 1F3, and/or demonstrate compliance with OHP Action 1F5.
- Be consistent with the Metro 2035 RTFP transportation system design provisions and with the RTFP provisions addressing the development of transportation needs and solutions and compliance with regional performance targets and standards.
- Consider regional needs identified in the Regional Transportation Plan (RTP), including Mobility Corridor Strategies in chapter 4 of the RTP, consistent with RTFP section 3.08.210.
- Update the motor vehicle chapter of the 2003 TSP for the new 20-year horizon. Consider and evaluate previously and newly identified transportation solutions and strategies in the order listed in the RTFP section 3.08.220, starting with Transportation System Management and Operations (TSMO), safety, and operational and access management improvements, then transit, bicycle, and pedestrian improvements, traffic calming, land use strategies, local and arterial connectivity improvements, and finally, motor vehicle capacity improvements to meet the RTP Arterial and Throughway design classifications in table 2.6 of the RTP.
- Contain transportation system plan elements for all modes for areas designated in 2002 and 2004 for City services and urban land uses.

- Limit the transportation needs analysis of the Metro Urban Reserve areas adjacent to City to sensitivity analysis to understand the potential impacts of future urban growth on the planned transportation system.
- Conduct needs and gap analysis and build-out strategy for bicycle and pedestrian facilities with associated capital improvement and prioritization plan that builds upon adopted 2006 Bicycle and Pedestrian Master Plan. Explore innovative ways to increase bicycle and pedestrian trips to make walking and biking viable options for a wide variety of people.
- Identify design solutions, cost estimates and prioritize key connections in the non-vehicular network resulting in complete community connectivity and increased availability of non-vehicular facilities.
- Develop policy level strategies to reduce greenhouse gas emissions;
- Identify planning level transportation improvements to facilitate safe routes to four existing schools and one planned school, to increase the feasibility and safety of students walking and bicycling to school individually or in a group, and to reduce increased AM peak hour traffic congestion resulting from modifications to the school district bussing policies (no bussing within 1 mile of all schools) and
- Develop an infrastructure plan for a City-wide electrical vehicle and compressed natural gas vehicle charging and filling stations system and associated policies, prioritization and capital improvement plan.
- Analyze freight movement and identify freight needs and solutions consistent with RTFP section 3.08.150 to increase freight efficiency and reliability.
- Develop TSP policy and code language for TSP implementation, to meet TPR and RTFP requirements and to address the following objectives:
  - Provide alternative routes and reduce the burden on the state highway system through improved local, collector, and arterial street connectivity;
  - Establish targets for increasing biking and walking trips (e.g. 10, 20 and 30 year increments); specifically incorporate the regional Tonquin Trail benefits;
  - support the public transportation system through transit-supportive land use density and design and transportation improvements along transit corridors
  - Update and adopt into code the Street Design Standards to provide more options for enhanced pedestrian and bicycle facilities such as off-street pedestrian and bike trails, bike and pedestrian lighting, and “green street” options for stormwater and landscaping treatments;
  - Develop a cost estimate for launching of a customized *Smart Trips* traveler information program to encourage alternative mode travel and commuting
  - Coordinate with ODOT, Metro, TriMet, Washington and Clackamas Counties and the City of Tualatin to ensure regional connectivity and to coordinate planning.

#### **Expectations about Written and Graphic Deliverables**

Updated TSP must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make the document understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions).

Consultant shall provide copies of written deliverables to City and WOCPM in electronic formats. Electronic versions must be in Microsoft Word format, or an editable format agreed upon by City and WOCPM.

Consultant shall provide maps and graphic deliverables in JPEG or an editable electronic format (Auto Cad for engineered graphics and Geographic Information System (GIS) format for maps) to City and WOCPM. Electronic versions will be either in JPEG or Adobe Acrobat format, or a format agreed upon by City and WOCPM. Maps and graphics must include details necessary to ensure usability. Maps must include, at a minimum: a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

Consultant shall prepare all drawings and illustrations in AutoCAD Version 2005 or earlier, compatible with Microstation. All graphics must be provided to City and ODOT in electronic and hard copy.

Consultant shall provide Project material to the City Project Manager (PM) for posting on City website during the entire Project. Consultant material for the City website must include, at a minimum: draft and revised Tech Memos; all GIS products and graphics developed for Project; and meeting information (times, locations, agendas, summaries, and materials).

Consultant shall provide one copy of Draft Deliverables to City's PM and WOCPM each at least one week prior to any meeting at which the draft will be reviewed, provided that City has given Consultant two weeks notice of meeting date.

City shall review each draft document and provide Consultant with a single, internally consistent set of comments.

At the conclusion of the project, Consultant shall provide three copies each to the City and WOCPM of the final documents, ordinances, findings, and other related materials, in **both** hard copy and electronic formats. Electronic format must be Microsoft Word or an editable format agreed upon by City and WOCPM.

The following text must appear in Project's final deliverables:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

### **Expectations about Traffic Analysis**

All data and calculations must be submitted to ODOT Region 1 Traffic and City for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic deliverables must be in ODOT and City compatible formats.

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer must perform or oversee all traffic analysis work.
- Consider recommendations of the ODOT *Transportation System Planning Guidelines 2008*.
- Some traffic count data has been collected by ODOT and is available from the City PM.

Additional data collection is required for intersections not covered by ODOT but identified in this statement of work.

- Intersection performance must be determined using the Highway Capacity Manual 2000 published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual 2000 procedures. For all signalized intersections, use Synchro/SimTraffic to perform the traffic analysis. The City Engineer may approve a different intersection analysis method prior to use when the different method can be justified for City intersections.
- Operational standards for state facilities must be volume to capacity (v/c). Standards for non-state facilities can be v/c, level-of-service, or a combination of v/c and level-of service, depending on the applicable City, County, and Metro standards.
- The v/c ratio for each lane group for each movement must be identified and considered in the determination of intersection performance. Signal progression must also be considered using Synchro/SimTraffic analysis procedures as described in the ODOT Analysis Procedures Manual.
- Traffic count data is required for the Project Area. Consultant shall use data collected by ODOT in 2010 as well as historical counts for project intersections as available. Consultant shall collect additional intersection counts as discussed later in the statement of work. The intersection counts must include mid-week weekday 2-hour PM Peak (4-6 PM) including bicycle and pedestrian data.
- The existing conditions analysis must include a safety analysis and an evaluation of existing driveway and intersection spacing on state highways.
- Future build conditions (alternatives) must be consistent with City, County and ODOT design standards. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.
- Where queuing analysis of existing and future conditions is required per Task descriptions, analysis must be performed using Synchro/SimTraffic methodologies and must assess the 50<sup>th</sup> and 95<sup>th</sup> percentile queue lengths for all intersection approaches.
- Modeling must be done using the Metro regional transportation model (EMME2 or VISUM) to identify transportation road network deficiencies. Consultant shall run the model on this project.
- The planning horizon year must be **2035** to provide consistency with other local and regional planning efforts.
- Model volumes must be post-processed following National Cooperative Highway Research Program Report 2-55 guidelines.

### **Expectations about Public Involvement**

The Public Involvement (PI) program must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for "the opportunity for citizens to be involved in all phases of the planning process."

City shall be responsible for the project public involvement. City shall provide regular briefings on TSP development to standing advisory committees such as the City' Bicycle and Pedestrian Advisory Committee. City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. **Fair treatment** means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. **Meaningful involvement** means that: (1) potentially affected community residents have an

appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and/or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

City shall consider Title VI regarding outreach to minorities, women, and low-income populations. Special efforts must be directed to ensuring outreach to and representation of minorities, women, and low income populations.

The primary aspect of PI will be through City's Planning Commission (PC). City shall ensure that PC meetings include outreach to and opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, property development, and environmental justice.

The City shall to be responsible for the Public Involvement with minor input from the Consultant. Specific information regarding the deliverable and responsibility of PI tasks is listed under the appropriate task.

The Consultant shall prepare materials suitable for posting on the City website, containing all information relevant to development of this Project. The City shall post meeting notice and meeting material on the City website.

#### **Expectations about Meetings**

WOCPM must be invited to all Project meetings including Planning Commission and City Council briefings.

Consultant shall produce presentation graphics for use at committee meetings and open houses to convey key information. Size and content of graphics must be suitable for large-group presentations.

#### **Project Management Team (PMT)**

City PM, WOCPM, and Consultant shall constitute the PMT for this Project.

#### **Technical Advisory Committee (TAC)**

TAC provides the primary technical review and guidance of Consultant's efforts and must consist of members with technical expertise in transportation. City shall form the TAC in Task 1. It is anticipated that TAC meetings will last two hours.

Unless otherwise stated, Consultant shall prepare agendas and meeting materials at least 10 business days prior to each TAC meeting, and prepare and distribute meeting summaries within one week after each TAC meeting. City shall distribute notices, agendas, and relevant materials at least one week prior to each TAC meeting, and distribute meeting summaries within ten days after each TAC meeting.

#### **PC**

The City's PC is an existing City commission. PC meetings are the primary PI mechanism. Consultant shall present materials and answer questions at PC meetings. City shall arrange and facilitate PC meetings. It is expected that the same agenda and meeting materials used in the TAC meetings will be used in the PC meetings. City shall distribute notices, agendas, and relevant materials in accordance with City standards regarding PC meetings. City shall ensure outreach to and opportunity to be heard by the

following interests: freight, business, residents-at-large, property development, and environmental justice. It is anticipated that PC meetings may last up to three hours.

**City Council and PC and City Council Work Sessions** City shall arrange regular City Council briefings and two joint PC and City Council Work Sessions during Project to keep the City Council informed of Project progress and to ensure compliance with Statewide Planning Goal 1 (Citizen Involvement). City shall facilitate City Council meetings and present materials and answer questions at City Council Briefings meetings. Consultant shall present materials and answer questions at City Council Work Session meetings. It is expected that the same agenda and meeting materials used in the TAC meetings will be used in the PC and City Council work session meetings. City shall distribute notices, agendas, and relevant materials in accordance with City standards regarding PC and City Council meetings. It is anticipated that PC and City Council Work Sessions will last up to two hours.

### **Efficiencies**

Where possible, meetings will be held on the same or consecutive days to reduce Consultant travel time and expenses, particularly TAC, PC meetings, Public Workshops and City Council meetings.

### **Monthly Reports**

City shall submit monthly reports with the monthly invoice for the duration of the Project to WOCPM. The Monthly Reports must document the work accomplished that month and any outstanding or potential Project issues.

## **PROJECT WORKSCOPE**

### **Task 1: Establish Committees and Start Project**

**Objective:** To provide the foundational project management, technical review, interagency coordination, and public involvement tools necessary for successful development of the Project.

#### Subtasks

#### **1.1 TAC Roster**

City shall appoint TAC to provide technical review of work, provide local, regional, and state policy direction, and to make recommendations on project deliverables. TAC should include staff from City including the City's bicycle and pedestrian coordinator, Washington County, Clackamas County, Metro, TriMet and SMART (Wilsonville Transit provider), Department of Land Conservation and Development, ODOT, City of Tualatin, Wilsonville School District, City Planning and Engineering Departments and at least one business representative involved in some aspect of freight delivery. City shall develop a TAC Roster and confirm membership within two weeks of Notice to Proceed. City PM shall attend all TAC meetings. Consultant shall prepare TAC meeting agendas, meeting invitations including to WOCPM, provide meeting facilitation and draft and final meeting summary notes for all TAC meetings.

#### **1.2 PMT Kick-off Meeting**

City shall organize and Consultant shall facilitate an approximately three hour PMT Kick-Off Meeting in Wilsonville. City PM shall schedule meeting to be held within two weeks of Notice to Proceed. Consultant shall facilitate meeting, provide agenda at least two business days prior to meeting, and provide a meeting summary no later than one week following meeting. The purpose of the PMT Kick-off



Meeting is to review statement of work, discuss probable project schedule, and set standard date for Bi-Weekly PMT Meetings. City shall provide the PMT members copies of the existing documents, maps and data listed in Subtask 2.1 before or at the PMT Kick-off Meeting.

### **1.3 Bi-Weekly PMT Conference Calls**

PMT shall participate in up to 15 phone check-in conference calls throughout Project life to discuss expectation for upcoming deliverables and meetings. Consultant shall arrange a rough email agenda and standard call-in number. Consultant may convene in-person PMT meetings in lieu of phone or teleconference.

### **1.4 Project Schedule**

Consultant shall prepare a detailed Project Schedule using MS Project compatible software, and deliver to City PM and WOCPM within two weeks after Kick-Off Meeting. Where reasonable, Consultant shall schedule tasks concurrently, to minimize time. Consultant shall update Project Schedule as needed, and distribute updated schedule to City and WOCPM for approval throughout the Project.

#### **City Deliverables**

- 1A TAC Roster (Subtask 1.1)
- 1B PMT Kick-Off Meeting (Subtask 1.2)
- 1C Bi-Weekly PMT Conference Calls (15) (Subtask 1.3)

#### **Consultant Deliverables**

- 1A PMT Kick-Off Meeting (Subtask 1.2)
- 1B Bi-Weekly PMT Conference Calls (15) (Subtask 1.3)
- 1C Project Schedule (Subtask 1.4)

## **Task 2: Policy Framework**

Objective: Assess existing local, regional, and state plans, policies, standards, rules, regulations, and other applicable documents as they pertain to updating 2003 TSP.

#### **Subtasks**

### **2.1 Draft Tech Memo 1 Policy Framework**

Consultant shall prepare Draft Tech Memo 1, Policy Framework, to provide the baseline of existing local, regional and state policies, plans, standards, rules, regulations, and other applicable documents as they pertain to updating 2003 TSP. Tech Memo 1 must identify regional policies and standards that City documents or regulations are currently deficient. Tech Memo 1 will guide later decisions regarding selection of preferred alternatives. Draft Tech Memo 1 must include a review and summary of the applicability to the update to the 2003 TSP of the following documents:

- Oregon Administrative Rule (OAR) 660-012, the TPR; including indication whether current City code(s) need revision in order to comply with subsection 660-012-045, and which elements of subsection 660-012-045 have not been implemented, to help define scope of ordinance changes needed in Task 8.
- OAR 734-051, Access Management
- OHP
- Oregon Transportation Plan
- Statewide Planning Goals

- Wilsonville Interchange Area Management Plan
- Wilsonville 2002 Freeway Access Study
- Statewide Transportation Improvement Program
- Metro 2035 RTP
- Metro RTFP
- Washington County Comprehensive Plan and TSP
- Clackamas County Comprehensive Plan and TSP
- TriMet's Bike Parking Design Standards
- City Comprehensive Plan and TSP
- City Transit Master Plan, 2007
- City's Development Code, subdivision standards and street standards
- City land use inventory
- City Goal 5 inventory and program
- GIS maps and supporting data
- City Bicycle and Pedestrian Master Plan (2006)
- City Parks & Recreation Master Plan
- City's Economic Opportunities Analysis Report
- City's Historic Preservation Plan
- Coffee Creek Master Plan and Appendices
- Villebois Master Plan 2006 and Appendices
- City's Street Tree Guide
- Other State, Region, County, and City plans, studies, and ordinances as applicable

Consultant shall submit Draft Tech Memo 1 to City and WOCPM for review. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

### **2.2 Draft Tech Memo 2 Existing Funding**

Consultant shall prepare Draft Tech Memo 2, Existing Funding, a summary of information regarding existing, historic, and future financially constrained and potential additional local, regional, and state transportation funding projected to be available through 2035. City shall provide Consultant data regarding existing and historic local funding amounts and sources.

Consultant shall submit Draft Tech Memo 2 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

### **2.3 Draft Tech Memo 3 Goals, Objectives, Evaluation Criteria**

Consultant shall prepare Draft Tech Memo 3, Goals, Objectives, Evaluation Criteria, to establish the Project goals, objectives, and evaluation criteria for use later in Project to set TSP policies and select preferred alternatives. Technical Memo 3 must be based on the Project Objectives and Policy Framework, and be sufficiently specific to serve as the basis for the development of gaps and deficiency analysis, policy and ordinance development, alternatives analysis, and project prioritization. Draft Tech Memo 3 must be consistent with the Metro RTFP and with other local, regional, and state requirements identified in Tech Memo 1, Policy Framework and be provided in text and table format.

Consultant shall submit Draft Tech Memo 3 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

#### **2.4 TAC Meeting #1**

City shall organize and Consultant shall facilitate TAC Meeting #1 to discuss Project purpose, Project Schedule, tasks and responsibilities and to present and receive feedback on Draft Tech Memos 1, 2, and 3. City shall attend and present material.

#### **2.5 PC Meeting #1**

City shall organize and facilitate PC Meeting #1 to brief PC on Project purpose, Project Schedule tasks and responsibilities and to review and receive feedback on Draft Tech Memos 1, 2 and 3. Consultant shall attend and present material. City shall prepare draft and final meeting summary notes. Key Personnel: Carl Springer

#### **2.6 Revised Tech Memos 1, 2, and 3**

Consultant shall incorporate comments received from City, WOCPM, TAC and PC, and prepare Revised Tech Memos 1, 2, and 3.

#### **2.7 City Council Meeting #1**

City shall organize and facilitate City Council Meeting #1 to brief the City Council on the Project purpose, Project Schedule, tasks and responsibilities and to review and receive feedback on Revised Tech Memos 1, 2, and 3. Consultant shall attend City Council Meeting #1 to present and answer questions on Revised Tech Memos 2 and 3. City shall prepare meeting summary notes. Key Personnel: Scott Mansur.

#### **2.8 Final Tech Memos 1, 2 and 3**

Consultant shall finalize Tech Memos 1, 2 and 3 based on City Council direction and provide copies to City PM and WOCPM within 2 weeks of City Council #1 meeting.

#### **2.9 Project Mailing**

Consultant shall prepare and City shall include the information in their monthly newsletter (Boones Ferry Messenger), a short description of the work performed to date, work to be done, upcoming meetings, and points of contact. Consultant shall develop draft version of Project Mailing text for review by City and WOCPM, and shall incorporate comments into the final draft version to be submitted to the City of Wilsonville Public Affairs Coordinator.

#### **City Deliverables**

- 2A Comments on Draft Tech Memo 1 (Subtask 2.1)
- 2B Comments on Draft Tech Memo 2 (Subtasks 2.2)
- 2C Comments on Draft Tech Memo 3 (Subtasks 2.3)
- 2D TAC Meeting #1 (Subtask 2.4)
- 2E PC Meeting #1 (Subtask 2.5)
- 2F City Council Meeting #1 – facilitation, presentation, meeting notes (Subtask 2.7)
- 2G Review of draft Project Mailing (Subtask 2.9)

#### **Consultant Deliverables**

- 2A Draft Tech Memo 1 Policy Framework (Subtask 2.1)

- 2B Draft Tech Memo 2 Existing Funding (Subtask 2.2)
- 2C Draft Tech Memo 3 Goals, Objectives, Evaluation Criteria (Subtask 2.3)
- 2D TAC Meeting #1 (Subtask 2.4)
- 2E PC Meeting #1 (Subtask 2.5)
- 2F Revised Tech Memos 1, 2 and 3 (Subtask 2.6)
- 2G City Council Meeting #1 (Subtask 2.7)
- 2H Final Tech Memos 1, 2 and 3 (Subtask 2.8)
- 2I Project Mailing (Subtask 2.9)

### **Task 3: Transportation System Inventory**

Objective: Develop an inventory of the current existing and planned City transportation system.

#### Subtasks

#### **3.1 Draft Tech Memo 4 Transportation System Inventory**

Consultant shall prepare Draft Tech Memo 4, an inventory of the existing transportation system within the Project area. Some of this information may be obtained from the 2003 TSP, Comprehensive Plan and other documents identified in Task 2. The City shall provide the Consultant existing GIS system maps and 2003 TSP digital maps (if available). Note: Maps developed as part of this deliverable will be used later in Project to show the recommended solutions and updates to the 2003 TSP's transportation networks by mode and overall system.

Draft Tech Memo 4 must include the following elements in text, graphic (e.g. system map) and table format appropriate to convey the information and topic:

#### **A. Street Inventory**

Using the Wilsonville street inventory, Consultant shall identify any roadway improvements completed or programmed since the development of the 2003 TSP. Consultant shall identify planned roadway improvements in the 2035 federal and state RTP projects lists in and near the City.

#### **B. Existing Intersection Operating Conditions**

Consultant shall conduct intersection analysis at the following thirty-five (35) existing Study Intersections:

- Boones Ferry Road/Day Road (ODOT 2010 Count)
- Boones Ferry Road/95<sup>th</sup> Avenue (ODOT 2010 Count)
- Elligsen Road/I-5 SB Ramp Terminal (ODOT 2010 Count)
- Elligsen Road/I-5 NB Ramp Terminal (ODOT 2010 Count)
- Elligsen Road/Parkway Avenue (ODOT 2010 Count)
- Elligsen Road/Parkway Center Drive (ODOT 2010 Count)
- Elligsen Road/Canyon Creek Drive (2008 Count)
- Stafford Road/65<sup>th</sup> Avenue-Elligsen Road (2008 Count)
- Grahams Ferry Road/Tonquin Road (ODOT 2010 Count)
- Grahams Ferry Road/Day Road (ODOT 2010 Count)
- Grahams Ferry Road/Tooze Road (ODOT 2010 Count)
- Grahams Ferry Road/Clutter Road (2006 Count)

- Boeckman Road/110<sup>th</sup> Avenue
- Boeckman Road/95<sup>th</sup> Avenue (ODOT 2010 Count)
- Boeckman Road/Boberg Road (ODOT 2010 Count)
- Boeckman Road/Boones Ferry Road Ramp (2007 Count)
- Boeckman Road/Parkway Avenue (ODOT 2010 or DKS 2011 Count)
- Boeckman Road/Canyon Creek Road (2008 Count)
- Boeckman-Advance Road/Stafford-Wilsonville Road (ODOT 2010 Count)
- Kinsman Road/Barber Street (ODOT 2010 Count)
- Barber Street/Boones Ferry Road (2010 Count)
- Parkway Avenue/Town Center Loop (2011 Count)
- Parkway Avenue/Vlahos Drive (2008 Count)
- Wilsonville Road/Brown Road (ODOT 2010 Count)
- Wilsonville Road/Kinsman Road (ODOT 2010 Count)
- Wilsonville Road/Boones Ferry Road (2009 Count)
- Wilsonville Road/I-5 SB Ramp (2008 Count)
- Wilsonville Road/I-5 NB Ramp (2008 Count)
- Wilsonville Road/Town Center Loop West (2008 Count)
- Wilsonville Road/Rebekah Street (ODOT 2010 Count)
- Wilsonville Road/Town Center Loop East (ODOT 2010 Count)
- Miley Road/I-5 SB Ramp
- Miley Road/I-5 NB Ramp
- Miley Road/Airport Road
- Miley Road/SW French Prairie Drive

These intersections were selected since they are consistent with the 2003 TSP and they are classified as Arterial or Collector roadways. As part of this Task, Consultant shall obtain updated weekday PM peak hour traffic counts (4:00 to 6:00 p.m.) at the 6 Study Intersections that had counts older than 2008. Consultant shall evaluate count data and analyze Level of Service and v/c for a maximum of 35 intersections, consistent with "Expectations About Traffic Analysis." Level of Service applies to local intersections and v/c applies to the state-owned intersections.

### **C. Collision History**

Consultant shall inventory and analyze the Project Area intersections for high collisions. For those Study Intersections that have high collision rate, Consultant shall identify patterns in the history of crashes and collisions for all users (i.e. vehicles, pedestrians, bicyclists) for the most recent 3 years of collision records, including:

1. location
2. type
3. severity (property damage, injury, or fatality)

### **D. Public Transportation**

Consultant shall identify any changes in the existing and planned public transportation system since the City of Wilsonville Transit Master Plan September 2007 and the Metro High Capacity Transit Plan.

**E. Bicycle and Pedestrian Inventory**

Consultant shall identify any changes to the inventory of existing and planned bicycle and pedestrian systems, including any trails, since the 2003 TSP, including changes to the planned bicycle and pedestrian systems resulting from the City Bicycle and Pedestrian Master Plan (2006) and from any city and regional Active Transportation Corridor and trail planning activities since 2003.

**F. Freight System Inventory**

Consultant shall inventory the system that serves freight representing an interconnected system of freight networks within and through the City. The freight system inventory must provide the basis for identification of the gaps and deficiencies for Subtask 4.1 and be consistent with Section 3.08.150, Freight System Design of the RTFP.

**G. TSMO System Inventory including Access Management, and Transportation Demand Management**

Consultant shall inventory the existing local and regional TSMO infrastructure within or through the City including strategies and programs. The TSMO inventory must provide the basis for identification of the gaps and deficiencies for Subtask 4.1 and be consistent with Section 3.08.160, TSMO of the RTFP.

**H. Rail, Air, Pipeline, and Water Transportation Systems Inventory**

Consultant shall document any changes in the rail, air, pipeline, and water transportation systems in the Project Area and vicinity (e.g. Canby Ferry, Aurora airport) since the development of the 2003 TSP

Consultant shall submit Draft Tech Memo 4 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

**3.2 Draft Tech Memo 5 Forecasting Methodology**

Consultant shall prepare Draft Tech Memo 5 Forecasting Methodology, for the purpose of gaining the TAC's agreement on land use forecasts and traffic assignment methods to be used for the model runs and for Tech Memo 6 Needs Analysis. Consultant shall obtain Metro's 2005 Base Year (or 2010 if Consultant deems applicable) and 2035 Future Year RTP Financially Constrained scenarios of the regional travel demand model, including the Transportation Analysis Zone (TAZ) structure and corresponding land use files. Consultant shall document Metro 2035 RTP projected population, employment and network for the Project Area, and with direction from PMT determine if any Metro or local adjustments subsequent to the Metro 2035 RTP projections should be applied. Consultant shall utilize this information and prepare the following information for Draft Tech Memo 5:

1. Figures showing the City's zoning and comprehensive plan designations, as well as significant natural resources and environmental constraints that could limit development of vacant lands
2. Figures showing Metro's TAZ structure for the Project Area, including any Consultant-recommended TAZ boundary refinement (TSP TAZs)
3. Figures showing projected growth in households, retail employment, and non-retail employment by TSP TAZ

4. Table summaries of Project Area land use and growth forecasts, including population and employment totals
5. Proposed methodology for refining Metro's travel demand model network to create a mesoscopic sub-area model that utilizes local street level detail to re-assign travel demand model trip tables to the network utilizing intersection operations delay

### **3.3 TAC Meeting #2**

City shall organize and Consultant shall facilitate TAC Meeting #2 to review and receive feedback on Draft Tech Memos 4 and 5 and to prepare for Task 4. Consultant shall gain TAC's input on criteria to be considered for developing the draft set of infrastructure needs and assumptions relating to electrical vehicle and compressed natural gas vehicle charging and filling systems relating to Subtask 4.1.H. Consultant shall prepare draft and final meeting summary notes.

### **3.4 Revised Tech Memos 4 and 5**

Consultant shall revise Draft Tech Memos 4 and 5, incorporating comments from City, WOCPM, and TAC, and submit Revised Tech Memos 4 and 5 to City, WOCPM and TAC. As part of the revision, Consultant shall finalize Tech Memo 4 into the appropriate Draft TSP Chapter format (guidance under Task 8.1).

#### **City Deliverables**

- 3A Comments on Draft Tech Memo 4 (Subtask 3.1)
- 3B Comments on Draft Tech Memo 5 (Subtask 3.2)
- 3C TAC Meeting #2 (Subtask 3.3)

#### **Consultant Deliverables**

- 3A Draft Tech Memo 4 Transportation System Inventory (Subtask 3.1)
- 3B Draft Tech Memo 5 Forecasting Methodology (Subtask 3.2)
- 3C TAC Meeting #2 (Subtask 3.3)
- 3D Revised Tech Memos 4 and 5 (Subtask 3.4)

### **Task 4: Transportation Needs Analysis**

Objective: To identify future transportation conditions in City and to identify needs, i.e. gaps and deficiencies.

#### Subtasks

#### **4.1 Draft Tech Memo 6, Needs (Gaps and Deficiencies) Analysis**

Consultant shall prepare Draft Tech Memo 6 Needs Analysis. The purpose of the analysis is to determine unmet needs and system performance based on the City's existing transportation network and Comprehensive Plan land use map. Consultant shall prepare 2035 travel forecasts for this evaluation. Within the Project Area, the model network and land use areas must be verified and refined to support No Build analysis and development of alternative solutions and associated analysis, consistent with the methods defined in Tech Memo #5. The Existing Needs Analysis must be consistent with TPR, OAR 660-012-0030 "determination of need"; the RTFP section 3.08.210, including the needs identified in the 2035 RTP chapter 4, for Mobility Corridor #3.

Draft Tech Memo 6 must describe the needs (gaps and deficiencies) for all modes based on a comparison of the existing transportation system with the transportation system based on the Policy Framework identified in Tech Memo 1. Needs are defined as a failure to meet a measurable standard identified in Tech Memo 1, or a failure to satisfy the goals, objectives, and evaluation criteria identified in Tech Memo 3.

Draft Tech Memo 6 must include:

**A. Street System Analysis** Consultant shall analyze the performance and completeness of the roadway system. Consultant shall obtain all necessary travel analysis data. The travel analysis data includes existing link volumes, intersection volumes, and select link analyses. Up to 10 congested locations will be identified by the PMT for select link analysis to demonstrate travel patterns and users of the facilities. The Consultant shall apply the methodology outlined in "Expectations about Traffic Analysis".

The Street System Analysis must reflect the regional motor vehicle performance standards of RTFP Table 3.08-2 by analyzing 2035 weekday p.m. peak hour operations under No-Build conditions for 25 to 35 Project Area intersections as determined by the PMT to compare the performance of those intersections to the operational standards of table 3.08-2, in order to identify existing intersection and roadway deficiencies under No-Build conditions.

Consultant shall identify future intersection V/C Operating Standards deficiencies. For each deficiency, Consultant shall clearly describe the deficiency. Consultant shall analyze future conditions under a no-build scenario for the year 2035. The analysis must be based on the Revised Tech Memo 5, Model Input Assumptions.

Consultant shall a) identify arterial streets and throughways with cross-sections inconsistent with the planned capacity of the Regional Arterial and Throughway Network and Design Classifications of RTP Table 2.6 and Figures 2.10 and 2.C; b) identify gaps in the existing arterial and local street networks compared to the regional Arterial and Local Street connectivity requirements set forth in the RTFP, section 3.08.110; c) identify and evaluate regional needs identified in the RTP chapter 4 Mobility Corridor Strategies for Mobility Corridor # 3.

**B. Public Transportation and Inter-modal Connections Analysis**

Consultant shall identify gaps in the public transit system, including inter-modal connections between rail, commuter rail, and bus transit. Consultant shall build upon and document the City's transit plan needs and identify needs consistent with RTFP Section 3.08.120 expectations and standards. Consultant shall identify desired transit levels and routes in the community, along with the action and investments needed to support this level of transit service. Consultant shall identify key pedestrian and bicycle needs that will provide better access to transit stops, including sidewalks and safe roadway crossings consistent with RTFP Section 3.08.120. Consultant shall identify needed inter-modal connections between passenger rail, commuter rail, light rail, and bus transit.

**C. Bicycle and Pedestrian Needs Analysis**

Consultant shall perform needs analysis for bicycle and pedestrian facilities that builds upon the work adopted in the 2006 Bicycle and Pedestrian Master Plan. Consultant shall identify pedestrian



and bicycle improvements that reduce transportation barriers to key development and redevelopment areas. City shall provide GIS Map of the existing bicycle and pedestrian network to the Consultant. The pedestrian needs analysis must reflect not only the pedestrian system design requirements of RTFP section 3.08.130, but also the transit system design requirements of RTFP section 3.08.120.A and B. The bicycle needs analysis must be consistent with RTFP section 3.08.140. Consultant shall identify key pedestrian origins and destinations. Consultant shall evaluate the need for and identify potential locations of a bicycle/pedestrian overcrossing or undercrossing of I-5 and a bicycle-pedestrian crossing of the Willamette River, extending and providing connections to the Regional Trails and Greenways network.

#### **D. Freight Needs Analysis**

Consultant shall identify the gaps and deficiencies in the freight system from the information collected under Subtask 3.1. Consultant shall evaluate the deficiencies associated with freight access to freight intermodal facilities, employment and industrial areas and commercial districts.

#### **E. Safety Needs Analysis**

Consultant shall perform Safety Needs Analysis using information obtained in Subtask 3.1. Safety Needs Analysis must include collision patterns, types, high-frequency collision locations, severe collision locations, evaluation of causes, and potential counter measures. Consultant shall analyze off-set intersections and determine which of those pose a safety problem. City shall provide Consultant with information about observed and perceived speeding and traffic diversion problems on local streets, and Consultant shall analyze needs for traffic calming measures, pedestrians, cyclists as well as motor vehicles.

#### **F. TSMO and Access Management Needs Analysis**

Consultant shall analyze, for state facilities and City arterials, violations of jurisdictional access management measures, including using the Wilsonville Interchange Area Management Plan. Consultant shall evaluate the existing local and regional TSMO strategies and programs (collected under Subtask 3.1) and identify the gaps and opportunities to expand infrastructure, strategies and programs consistent with section 3.08.160(2) of the RTFP, which could include addressing multimodal traffic management investments, traveler information investments, traffic in city management investment and transportation demand management.

#### **G. Air, Rail, Pipeline, Water Needs Analysis**

Consultant shall identify whether existing facilities and services are inconsistent with relevant state, regional, or local plans. Rail section must include discussion about the potential high speed passenger rail through Wilsonville.

#### **H. Electrical Vehicle and Compressed Natural Gas Vehicle Charging and Filling System**

Consultant shall develop a draft set of infrastructure needs and assumptions for a City-wide electrical vehicle and compressed natural gas vehicle charging and filling system. Consultant shall reflect the TAC's input on the infrastructure needs and assumptions collected under Subtask 3.3.

Consultant shall submit Draft Tech Memo 6 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

**4.2 TAC Meeting #3**

City shall organize and Consultant shall facilitate TAC Meeting #3 to review and receive feedback on Draft Tech Memo 6. Consultant shall prepare draft and final agenda and meeting notes.

**4.3 Revised Tech Memo 6**

Consultant shall revise Draft Tech Memo 6, incorporating comments from City, WOCPM, and TAC and submit Revised Tech Memo 6 to City and WOCPM; Revised Tech Memo 6 must be in a TSP Chapter format

**City Deliverables**

- 4A Comments on Tech Memo # 6 (Subtask 4.1)
- 4B TAC Meeting # 3 attendance (Subtask 4.2)

**Consultant Deliverables**

- 4A Draft Tech Memo # 6 Needs (Gaps and Deficiencies) Analysis (Subtask 4.1)
- 4B TAC Meeting #3 (Subtask 4.2)
- 4C Revised Tech Memo # 6 (Subtask 4.3)

**Task 5: Safe Routes to School Action Plan**

Objective: Identify an action plan for safe bicycle and pedestrian routes for four existing schools and three planned schools.

## Subtask

**5.1 Safe Routes to School Action Plan**

City shall coordinate with the School District and community to build upon and update the Safe Routes work completed in the 2006 Pedestrian and Bicycle Master Plan for the four existing schools. City shall prepare new information for three planned schools. The Safe Routes to School Action Plan must include:

- a. potential bicycle and pedestrian improvements to provide students with better bicycle and pedestrian access to existing and planned schools
- b. potential, future Safe Routes to School Action Plans for the seven schools.  
The schools are: Inza Middle School, Boones Ferry Elementary School, Boeckman Elementary School, and Wilsonville High School, plus three planned schools.
- c. a school area GIS figure for each of the three new schools showing the Safe Routes similar to Maps 2 through 4 in the Pedestrian and Bicycle Master Plan. Update Maps 2 through 4 as necessary for planned school boundary changes.
- d. Meetings and coordination with the School District and community.

The City shall coordinate and lead all meetings with the School District, PC, and community for this Task.

Consultant will have no deliverables as part of this task. The safe routes to schools transportation list will be included as part of Task 6.

**City Deliverables**

- 5A Safe Routes to School Action Plan (Subtask 5.1)

**Consultant Deliverables**

There are no consultant deliverables as part of this Task.

**Task Assumptions:**

City and School District staff will provide a Safe Routes to Schools Action Plan that can be used to develop a list of transportation improvements necessary

**Task 6: Development and Analysis of Solutions Alternatives**

Objectives: 1) To develop potential solutions to the needs and deficiencies identified previously; and 2) To evaluate potential solutions based on robust information.

**Subtasks****6.1 PC and City Council Work Session #1**

City shall organize and facilitate PC and City Council work session #1 to brainstorm improvement alternatives and potential solutions to address deficiencies identified in Task 4. PC and City Council Work Session #1 is critical to receive direction from the PC and City Council prior to the public open house.

**6.2 Open House #1**

City shall organize and facilitate discussions at an Open House. City shall schedule Open House #1, provide notification to the media, provide a meeting room, and distribute public information on the City website, newsletter, and through a press release. Consultant shall provide media release information to the City. Consultant shall present an overview of the project's purpose, identified deficiencies and solicit feedback for potential improvement alternatives. Consultant shall prepare display boards as necessary for Open House #1. The public must be provided the opportunity to offer input on the transportation system alternatives.

**6.3 TAC Meeting #4**

City shall organize and Consultant shall facilitate TAC Meeting #4 to review and screen the preliminary improvement alternatives and solutions determined from the PC and City Council Work Session and Open House.

**6.4 Draft Tech Memo 7 Solutions Analysis and Proposed Funding Program**

Consultant shall prepare Draft Tech Memo 7, Solutions Analysis and Proposed Funding Program identifying and evaluating solutions or strategies for each identified system need consistent with the RTFP Title 1. Draft Tech Memo 7 must meet the standards, goals and objectives identified in Tech Memos 1 and 3. Draft Tech Memo may be packaged by mode and project type as suggested in RTFP section 3.08.220, or by anticipated funding levels as suggested in the ODOT *Transportation System Planning Guidelines 2008*.

Consultant shall provide an evaluation matrix for the solutions packages, applying the evaluation criteria identified in Tech Memo 3. The evaluation matrix must provide information that helps explain the choice of certain solutions and the reasons why other solutions were not chosen to address specific needs.

All solutions must include a cost estimate. Cost estimates must be planning-level cost estimates, based on year 2011 dollars, and referenced to the Construction Cost Index.

**a. Identification of Strategies Consistent with Metro 2035 RTP**

Consultant shall identify and evaluate solutions proposed in the Metro 2035 RTP, both the financially constrained and "state" system project lists and the Mobility Corridor #3 Investment Strategy, for regional needs identified in the RTP and in Tech Memo 6.

**b. TSMO, including Access Management and Spacing**

Consultant shall prepare an Access Management Plan for state facilities, City and County arterials and collectors. The Access Management Plan must include recommended changes of access to the public roadway system that helps ensure traffic flows more smoothly with fewer crashes. The Access Management Plan must include cost to purchase access rights and needed right of way for future projects and retro fitting existing roadways.

**c. Transit**

Consultant shall recommend improvements to the existing transit system to address service coverage and frequency needs. Consultant shall recommend new routes and areas needing new or increased transit service based on population and density projections examined in Tech Memo 4. Recommendations are narrative only, no modeling required, to be further evaluated by the City in its next Transit Master Plan Update.

**d. Pedestrian**

Consultant shall recommend connectivity improvements to City's existing pedestrian routes and recommend future pedestrian route extensions into and beyond the Project Area.

**e. Bicycle**

Consultant shall recommend connectivity improvements to City's existing bike routes and recommend future bike route extensions into and beyond the Project Area. Consultant shall recommend bike boulevards that utilize existing residential streets, provide specialized signal controls, auto circles and speed bumps. Consultant shall evaluate potential locations for protected bikeways. Consultant shall identify potential locations and conceptual design solutions for a bicycle/pedestrian overcrossing or undercrossing of I-5, and a bicycle-pedestrian crossing of the Willamette River.

**f. Multi-Use Trails**

Consultant shall provide recommendations to improve connectivity to the existing Multi-Use Trails system and identify new multi-use trail system locations within the Project Area.

**g. Safe Routes to Schools Project List**

Based on the safe routes to school action plan prepared by City staff as part of Task 5, consultant shall review specific safety corridors to each school within the City for use by pedestrians and bicyclists, and recommendations regarding needed changes, improvements and maintenance. Consultant shall provide a list of transportation improvements consistent with the action plan along with planning level cost estimates for transportation improvements.

**h. Traffic Calming**

If directed by PMT, Consultant shall make recommendations for traffic calming improvements to address speeding and traffic diversion problems. Solutions may include mini-roundabouts in

gridded neighborhoods. Consultant shall identify specific safety and comfort measures to help bicyclists and pedestrians negotiate roundabouts, and shall address emergency vehicle access as part of all proposed traffic calming solutions.

**i. Freight**

Consultant shall recommend freight route improvements (including freight rail improvements) to maintain and improve freight mobility and reliability.

**j. Roadway Classification, Connectivity and Capacity Improvements and design standards**

Consultant shall make a list of recommended changes to street classifications, with supporting rationale.

Consultant shall propose solutions to identified local, collector, and arterial street network connectivity gaps and capacity deficiencies. Where a full street connection is not desirable due to existing development, topography, presence of freeways, or presence of rivers and other natural resources, consultant shall propose alternative solutions which may include local bike-pedestrian accessways and off-street trails.

Consultant shall recommend updated roadway design standards, allowing implementation of complete street designs as set forth in Metro's "*Creating Livable Streets: Street Design Guidelines*", and green street designs set forth in Metro's "*Green Streets: Innovative Solutions for Stormwater and Street Crossings*", and "*Trees for Green Streets: an Illustrated Guide*". Consultant shall develop standards for all street classifications, including arterials, collectors, avenues, neighborhood collectors, neighborhood streets, alleys, and multi-use paths. Standards must address: lane width, size of turn pockets, criteria for determining needed pockets, shoulder if applicable, sidewalk width and location, bicycle lanes, park-rows, tree wells, curb and gutter, right of way width, green street designs.

**k. Funding Programs**

Consultant shall prepare a menu of funding options for consideration by City. Funding options must include all funding sources and expected revenues currently available to City, as well as proposed increases and/or new funding options in a matrix form, and a brief narrative explaining each option, the types of projects and programs it may be used for, and expected revenues. Consultant shall also identify potential transit funding options to help establish a dedicated revenue stream for local transit. Consultant shall propose levels of funding to aid in the prioritization of solutions and projects, including a financially constrained funding level consistent with the Metro RTP, and one or more additional funding levels.

Consultant shall submit Draft Tech Memo 7 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

**6.5 Draft TSP Policy**

Consultant shall develop draft and revised versions of TSP Policy by refining, revising and augmenting existing 2003 TSP Policy to create consistency with state and regional policy and standards (identified in Tech Memo 1) and to reflect community and technical input provided to date. Consultant shall provide

Draft TSP Policy to City and WOCPM for review and comment. Consultant shall provide a revised Draft TSP Policy based on the comments received.

#### **6.6 TAC Meeting #5**

City shall organize and Consultant shall facilitate TAC Meeting #5 to review and receive feedback on Draft Tech Memo 7 and Draft TSP Policy. Consultant shall prepare draft and final agenda and meeting notes.

#### **6.7 PC and City Council Work Session #2**

City shall organize and facilitate PC and City Council work session #2 to review and receive feedback on the selected alternatives and Draft Tech Memo 7 and Draft TSP Policy. Consultant shall attend PC and City Council Work Session #2 to answer questions. City shall prepare PC and City Council Work Session #2 summary notes.

#### **6.8 Revised Tech Memo 7 / Revised TSP Policy**

Consultant shall revise Draft Tech Memo 7 and Draft TSP Policy incorporating comments from PC and City Council Work Session #2, City, WOCPM, TAC and PC and submit to City and WOCPM.

#### **6.9 Open House #2**

City shall organize and facilitate discussions at Open House #2. City shall schedule open house, provide notification to the media, provide a meeting room, and distribute public information on the City website, newsletter, and through a press release. Consultant shall provide media release information to the City. Consultant shall present an overview of the selected improvement alternatives. Consultant shall prepare display boards of the selected alternatives for Open House #2. The public must be provided the opportunity to offer input on the transportation system alternatives.

#### **6.10 Final Tech Memo 7 / Final TSP Policy**

Consultant shall incorporate comments on Revised Tech Memo 7 and Revised TSP Policy from the **Open House #2** and prepare final versions in TSP chapter format.

#### **City Deliverables**

- 6A PC and City Council Work Session #1- (Subtask 6.1)
- 6B Open House #1 (Subtask 6.2)
- 6C TAC Meeting #4 (Subtask 6.3)
- 6D Comments on Draft Tech Memo 7 (Subtask 6.4)
- 6E Comments on Draft TSP Policy (Subtask 6.5)
- 6F TAC Meeting #5 - attendance (Subtask 6.6)
- 6G PC and City Council Work Session #2 summary notes (Subtask 6.7)
- 6H Open House #2 (Subtask 6.9)

#### **Consultant Deliverables**

- 6A PC and City Council Work Session #1 (Subtask 6.1)
- 6B Open House #1 (Subtask 6.2)
- 6C TAC Meeting #4 (Subtask 6.3)
- 6D Draft Tech Memo 7 (Subtask 6.4)
- 6E Draft TSP Policy (Subtask 6.5)
- 6F TAC Meeting #5 (Subtask 6.6)

- 6G PC and City Council Work Session #2 (Subtask 6.7)
- 6H Revised Tech Memo 7 (Subtask 6.8)
- 6I Revised Draft TSP Policy (Subtask 6.8)
- 6J Open House #2 (Subtask 6.9)
- 6K Final Tech Memo 7 (Subtask 6.10)
- 6L Final TSP Policy (Subtask 6.10)

### **Task 7: Identification of Preferred Solutions and Financially Constrained Projects**

Objective: To identify preferred solutions and financially constrained projects.

#### Objective

- Develop a planned and a financially-constrained system of transportation facilities and services for all modes;
- Prioritize programs and projects, based on the Project Evaluation Criteria, to reflect available funds and the timing of when the need occurs.
- Define the financially constrained system of improvements that can be assumed to be provided by the end of the planning period for the purpose of future Comprehensive Plan and Zoning amendments subject to the TPR, OAR 660-012-0060.
- Define a planned transportation system that would be provided if additional financial resources were to become available,

#### Subtasks

##### **7.1 Draft Tech Memo 8 Preferred Solutions and Financially Constrained Projects**

Consultant shall prepare Draft Tech Memo 8, identifying the preferred solution for each need (gap or deficiency) and a citywide financially constrained set of projects in text, graphic (e.g. system maps) and table formats. Consultant shall use existing system maps developed under Task 3, Transportation System Inventory to show the recommended solutions and updates to the 2003 TSP's transportation networks by mode and overall system.

Consultant shall identify, based on the evaluation of proposed solutions and the feedback from the TAC, PC, and City Council in Task 6, and consistent with RFTP section 3.08.220 and with Step 15 of *Transportation System Planning Guidelines 2008*, a preferred solution and where applicable, a cost-constrained alternative for each identified need. Each solution must have a planning-level cost estimates referenced to the Construction Cost Index.

Solutions must be consistent with RFTP Section 3.08.220 and include the following elements:

- Prioritized list of TSMO improvements, including Transportation Demand Management, access management, safety, geometric, and operational improvements;
- Prioritized lists of pedestrian, bicycle, and transit improvements that reduce transportation barriers to key development and redevelopment areas. Bicycle and pedestrian projects must not be rolled into larger roadway projects. Bicycle and pedestrian project must be shown as stand alone projects.
- "Safe Routes to Schools" improvements;
- Prioritized list of projects to improve City local, collector, and arterial street network connectivity;
- Prioritized list of improvements to maintain freight mobility and reliability;

- Prioritized list of projects to maintain roadway capacity consistent with regional street design classifications; and
- Performance Measures and Targets consistent with RFTP Section 3.08.230.

Consultant shall submit Draft Tech Memo 8 to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant

### **7.2 TAC Meeting #6**

City shall organize and Consultant shall facilitate TAC Meeting #6 to review and receive feedback on Draft Tech Memo 8. Consultant shall prepare draft and final meeting summary notes.

### **7.3 PC Meeting #2**

City shall organize and facilitate PC Meeting #2 to review and receive feedback on Draft Tech Memo 8. Consultant shall attend PC Meeting #2 to answer questions. City shall prepare summary meeting notes.

### **7.4 Revised Tech Memo 8**

Consultant shall revise Draft Tech Memo 8, incorporating comments from City, WOCPM, TAC and PC, and submit Revised Tech Memo 8 to City and WOCPM.

### **7.5 City Council Meeting #3**

City shall organize and facilitate City Council Meeting #3 to review and receive feedback on Revised Tech Memo 8. Consultant shall attend City Council Meeting #3 to answer questions. City shall prepare draft and final meeting summary notes.

### **7.6 Final Tech Memo 8**

Consultant shall prepare final version of Tech Memo 8, incorporating comments from the City Council Meeting #3 and put into TSP Chapter TSP format.

### **City Deliverables**

- 7A Comments on Draft Tech Memo 8 (Subtask 7.1)
- 7B TAC Meeting #6 (Subtask 7.2)
- 7C PC Meeting #2 (Subtask 7.3)
- 7D City Council Meeting #3 (Subtask 7.5)

### **Consultant Deliverables**

- 7A Draft Tech Memo 8 Preferred Solutions and Financially Constrained Projects (Subtask 7.1)
- 7B TAC Meeting #6 (Subtask 7.2)
- 7C PC Meeting #2 (Subtask 7.3)
- 7D Revised Tech Memo 8 (Subtask 7.4)
- 7E City Council Meeting #3 (Subtask 7.5)
- 7F Final Tech Memo 8 (Subtask 7.6)

### **Task 8: Draft Updated TSP, Implementing Ordinances and Adoption Findings**

Objective: To prepare a Draft Updated TSP, Implementing Ordinances and Findings for consideration by staff and City officials.



## Subtasks

**8.1 Draft Updated TSP**

Consultant shall prepare a Draft Updated TSP incorporating and synthesizing earlier Tech Memos.

**General Format**

Consultant shall update the 2003 TSP generally following the existing format of the 2003 TSP. Modifications are necessary in order to include RTFP requirements.

Chapter 1: Introduction

Chapter 2: Summary of Updates to 2003 TSP

Chapter 3: Motor Vehicle Plan

Chapter 4: 2006 Bicycle and Pedestrian Master Plan

Chapter 5: Transit Master Plan

Chapter 6: Other Modes and Multi-Modal Coordination

Chapter 7: TSMO and Transportation Demand Management

Chapter 8: Funding

Appendices: Glossary, References, Acknowledgements, Public Involvement (including Environmental Justice documentation) and Technical Background (Final Tech Memos)

Consultant shall submit Draft Updated TSP to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

**8.2 Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments**

Consultant shall prepare Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments.

Draft Implementing Ordinances must be in adoption-ready format, and must address the following:

- A. Updated roadway design standards for roads, bicycle and pedestrian facilities, trails, and transit facilities, allowing implementation of complete street designs as set forth in Metro's "*Creating Livable Streets: Street Design Guidelines*", and green street designs set forth in Metro's "*Green Streets: Innovative Solutions for Stormwater and Street Crossings*", and "*Trees for Green Streets: an Illustrated Guide*" consistent with the regulatory framework under Subtask 7.1.
- B. Access management standards, including spacing standards.
- C. Development standards supporting transit, bicycling, and walking and preserving planned transportation facilities and services for planned functions and capacities, as required by the TPR section 660-012-045 and by the Metro RTFP.

Consultant shall prepare Draft Adoption Findings necessary for City adoption of Draft Updated TSP.

Consultant shall prepare, in a separate and independent report, Recommended RTP Amendments, changes to the RTP resulting from the Draft Updated TSP, Draft Implementing Ordinances, and Draft Adoption Findings.

Consultant shall submit the Recommended RTP Amendments, Draft Implementing Ordinances and Draft Adoption Findings to City and WOCPM. City shall submit one set of consolidated, non-conflicting comments to Consultant. WOCPM will submit one set of comments to Consultant.

### **8.3 TAC Meeting #7**

City shall organize and City and Consultant shall co-facilitate TAC Meeting #7 to receive feedback on Draft Updated TSP, Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments. Consultant shall prepare for draft and final meeting notes. City shall co-present meeting material.

### **8.4 PC Meeting #4**

City shall organize and City and Consultant shall co-present at PC Meeting #4 to receive feedback on Draft Updated TSP, Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments. City shall prepare meeting summary notes. Consultant shall summarize the PC issues and recommendations in a memo to the City Council for City Council Meeting #3.

### **8.5 City Council Meeting #3 / TSP Issues Memo**

City shall organize and City and Consultant shall co-present at City Council Meeting #3 to receive feedback on Draft Updated TSP, Draft Implementing Ordinances, Draft Adoption Findings, and Recommended RTP Amendments. Consultant shall present PC issues and recommendations. City shall prepare meeting summary notes.

Consultant shall summarize the City Council issues and recommended changes resulting from the City Council Meeting #3 in the form of a TSP Issues Memo to City and WOCPM including the changes to be incorporated in the Revised Updated TSP and any outstanding issues needing to be resolved prior to TSP adoption.

### **8.6 Revised Updated TSP, Revised Implementing Ordinances, Revised Adoption Findings and Revised Recommended RTP Amendments**

Consultant shall revise Draft Updated TSP, Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments, incorporating comments from City, WOCPM, TAC and PC.

### **8.7 City Council Meeting #4**

City shall organize and City and Consultant shall co-present at City Council Meeting #4 to receive feedback on Revised Updated TSP, Revised Implementing Ordinances, Revised Adoption Findings, and Revised Recommended RTP Amendments. City shall prepare meeting summary notes.

### **8.8 Revised TSP Issues Memo**

Consultant shall revise the TSP Issues Memo based on input from City Council Meeting #4 to reflect outstanding issues and provide copies to City and WOCPM.

### **City Deliverables**

8A Comments on Draft Updated TSP (Subtask 8.1)

- 8B Comments on Draft Implementing Ordinances, Draft Adoption Findings and Recommended RTP Amendments (Subtask 8.2)
- 8C TAC Meeting #7 (Subtask 8.3)
- 8D PC Meeting #4 (Subtask 8.4)
- 8E City Council Meeting #3 (Subtask 8.5)
- 8F Comments on Revised Updated TSP, Revised Implementing Ordinances, Revised Adoption Findings and Revised Recommended RTP Amendments (Subtask 8.6)
- 8G City Council Meeting #4 (Subtask 8.7)

#### **Consultant Deliverables**

- 8A Draft Updated TSP (Subtask 8.1)
- 8B Draft Implementing Ordinances (Subtask 8.2)
- 8C Draft Adoption Findings (Subtask 8.2)
- 8D Recommended RTP Amendments (Subtask 8.2)
- 8E TAC Meeting #7 (Subtask 8.3)
- 8F PC Meeting #4 (Subtask 8.4)
- 8G City Council Meeting #3 (Subtask 8.5)
- 8H TSP Issues Memo (Subtask 8.5)
- 8I Revised Updated TSP (Subtask 8.6)
- 8J Revised Implementing Ordinances (Subtask 8.6)
- 8K Revised Adoption Findings (Subtask 8.6)
- 8L Revised Recommended RTP Amendments (Subtask 8.6)
- 8M City Council Meeting #4 (Subtask 8.7)
- 8N Revised TSP Issues Memo (Subtask 8.8)

#### **Task 9: Adoption**

**Objective:** To prepare a Final Updated TSP, Implementing Ordinances and Adoption Findings for adoption by City.

##### Subtasks

#### **9.1 Final Draft Updated TSP**

Consultant shall update Revised Updated TSP based on input from City, PC, City Council and WOCPM, and prepare and submit to City and WOCPM.

#### **9.2 Final Draft Implementing Ordinances and Final Draft Adoption Findings**

Consultant shall update Revised Implementing Ordinances based on input from City, PC, City Council and WOCPM, and prepare and submit adoption ready ordinances to City and WOCPM.

Consultant shall prepare Final Draft Adoption Findings necessary to support adoption of Final Draft Updated TSP and Final Draft Implementing Ordinances.

Consultant shall submit ten bound "hard" copies of the Final Implementing Ordinances to City, and one bound "hard" copy to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and one electronic copy on compact disc to WOCPM. Consultant shall submit ten bound "hard" copies of the Final Findings to City, and one bound "hard" copy to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and one electronic copy on compact disc to WOCPM.

**9.3 PC Adoption Hearing**

City shall organize and City and Consultant shall co-present at PC Adoption Hearing for Final Draft Updated TSP, Final Draft Implementing Ordinances and Final Draft Adoption Findings.

**9.4 City Council Adoption Hearing**

City shall organize and facilitate a City Council Adoption Hearing to consider Final Draft Updated TSP, Final Draft Implementing Ordinances and Final Draft Adoption Findings for approval and adoption. Consultant shall attend to answer questions. City shall prepare hearing record.

**9.5 Adopted Updated TSP and Adopted Implementing Ordinances**

Consultant shall incorporate City Council actions and submit ten bound "hard" copies of the Adopted Updated TSP and Adopted Implementing Ordinances to City, and four bound "hard" copies to WOCPM. Consultant shall submit four electronic copies on compact discs to City, and two electronic copies on compact discs to WOCPM. Electronic copies must be provided both in .pdf and modifiable format.

Consultant shall prepare a web-ready version of the Adopted Updated TSP, which must include the following:

- Links to individual TSP Chapters and sub-sections
- Interactive maps showing proposed projects, with links from the map "hot spots" to individual project prospectus sheets.

**City Deliverables**

- 9A Comments on Final Draft Updated TSP (Subtask 9.1)
- 9B Comments on Final Draft Implementing Ordinances and Final Draft Adoption Findings (Subtask 9.2)
- 9C PC Adoption Hearing (Subtask 9.3)
- 9D City Council Adoption Hearing (Subtask 9.4)

**Consultant Deliverables**

- 9A Final Draft Updated TSP (Subtask 9.1)
- 9B Final Draft Implementing Ordinances (Subtask 9.2)
- 9C Final Draft Adoption Findings (Subtask 9.2)
- 9D PC Adoption Hearing (Subtask 9.3)
- 9E City Council Adoption Hearing (Subtask 9.4)
- 9F Adopted Updated TSP (Subtask 9.5)
- 9G Adopted Implementing Ordinances (Subtask 9.5)

**Contingency Tasks**

Contingent Tasks: No work under these contingent tasks shall be done without the prior written approval (e-mail acceptable) of WOCPM. WOCPM shall give separate written authorization for each Meeting.

**Subtasks****10.1 TAC Meetings (up to 3 additional)**

Upon written authorization of WOCPM, Consultant shall facilitate up to three additional TAC Meetings to review and receive feedback on Tech Memos or other project deliverables.

**10.2 PC Meetings (up to 3 additional)**

Upon written authorization of WOCPM, Consultant shall attend up to 3 additional PC Meetings to present and receive feedback.

**10.3 City Council Meetings (up to 3 additional)**

Upon written authorization of WOCPM, Consultant shall attend up to 3 additional City Council Meetings to present and receive feedback o.

**Schedule**

By June 10, 2012

**City Deliverables**

- 10A TAC Meetings (up to 3)
- 10B PC Meetings (up to 3)
- 10C City Council Meetings (up to 3)

**Consultant Deliverables**

- 10A TAC Meetings (up to 3)
- 10B PC Meetings (up to 3)
- 10C City Council Meetings (up to 3)

**City Budget**

	City Budget
Task 1: Establish Committees and Start Project	\$1,000
Task 2: Policy Framework	\$2,000
Task 3: Transportation System Inventory	\$2,000
Task 4: Transportation Needs Analysis	\$2,000
Task 5: Safe Routes to School Action Plan	\$4,000
Task 6: Development and Analysis of Solutions Alternatives	\$2,000
Task 7: Identification of Preferred Solutions and Financially-Constrained Projects	\$2,000
Task 8: Draft Updated TSP, Implementing Ordinances and Adoption Findings	\$3,000
Task 9: Adoption	\$2,000
<b>TOTAL CITY BUDGET</b>	<b>\$20,000</b>

**Consultant  
Deliverables Table**

<b>Task</b>	<b>Description</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>	<b>Total Amount Per Task</b>
<b>1</b>	<b>Establish Committees and Start Project</b>		
1.A	PMT Kick-off Meeting	\$1,250	\$1,250
1.B	Up to 15 Bi-Weekly PMT Conference Calls	\$83.33 per call	\$1,250
1.C	Project Schedule	\$1,000	\$1,000
	<b>Subtotal - Task 1</b>		<b>\$3,500</b>
<b>2</b>	<b>Policy Framework</b>		
2.A	Draft Tech Memo 1 Policy Framework	\$3,000	\$3,000
2.B	Draft Tech Memo 2 Existing Funding	\$2,500	\$2,500
2.C	Draft Tech Memo 3 Goals, Objectives, Evaluation Criteria	\$1,750	\$1,750
2.D	TAC Meeting #1	\$1,250	\$1,250
2.E	PC Meeting #1	\$750	\$750
2.F	Revised Tech Memo 1, 2 and 3	\$1,000	\$1,000
2.G	Council Meeting #1	\$750	\$750
2.H	Final Tech Memos 1, 2 and 3	\$750	\$750
2.I	Project Mailing	\$2,000	\$2,000
	<b>Subtotal - Task 2</b>		<b>\$13,750</b>
<b>3</b>	<b>Transportation System Inventory</b>		
3.A	Draft Tech Memo 4 Transportation System Inventory	\$21,000	\$21,000
3.B	Draft Tech Memo 5 Forecasting Methodology	\$2,500	\$2,500
3.C	TAC Meeting #2	\$1,000	\$1,000
3.D	Revised Tech Memos 4 and 5	\$2,000	\$2,000
	<b>Subtotal - Task 3</b>		<b>\$26,500</b>
<b>4</b>	<b>Transportation Needs Analysis</b>		
4.A	Draft Tech Memo #6 Needs (Gaps and Deficiencies) Analysis	\$33,000	\$33,000
4.B	TAC Meeting #3	\$1,250	\$1,250
4.C	Revised Tech Memo # 6	\$3,500	\$3,500
	<b>Subtotal - Task 4</b>		<b>\$37,750</b>
<b>5</b>	<b>Safe Routes to School Action Plan</b>		
	No Consultant Tasks		

<b>Task</b>	<b>Description</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>	<b>Total Amount Per Task</b>
	<b>Subtotal – Task 5</b>		<b>\$0</b>
<b>6</b>	<b>Development and Analysis of Solutions Alternatives</b>		
6.A	PC and City Council Work Session #1	\$1,500	\$1,500
6.B	Open House #1	\$2,500	\$2,500
6.C	TAC Meeting #4	\$1,000	\$1,000
6.D	Draft Tech Memo 7	\$31,500	\$31,500
6.E	Draft TSP Policy	\$4,500	\$4,500
6.F	TAC Meeting #5	\$1,000	\$1,000
6.G	PC and City Council Work Session #2	\$1,500	\$1,500
6.H	Revised Tech Memo 7	\$7,000	\$7,000
6.I	Revised Draft TSP Policy	\$2,000	\$2,000
6.J	Open House #2	\$2,000	\$2,000
6.K	Final Tech Memo 7	\$2,500	\$2,500
6.L	Final TSP Policy	\$500	\$500
	<b>Subtotal – Task 6</b>		<b>\$57,500</b>
<b>7</b>	<b>Identification of Preferred Solutions and Financially Constrained Projects</b>		
7.A	Draft Tech Memo 8 Preferred Solutions and Financially Constrained Projects	\$14,750	\$14,750
7.B	TAC Meeting #6	\$1,000	\$1,000
7.C	PC Meeting #2	\$1,000	\$1,000
7.D	Revised Tech Memo 8	\$3,250	\$3,250
7.E	City Council Meeting #3	\$1,000	\$1,000
7.F	Final Tech Memo 8	\$2,000	\$2,000
	<b>Subtotal – Task 7</b>		<b>\$23,000</b>
<b>8</b>	<b>Draft TSP, Implementing Ordinances and Adoption Findings</b>		
8.A	Draft Updated TSP	\$14,500	\$14,500
8.B	Draft Implementing Ordinances	\$6,000	\$6,000
8.C	Draft Adoption Findings	\$3,000	\$3,000
8.D	Recommended RTP Amendments	\$4,000	\$4,000
8.E	TAC Meeting #7	\$1,250	\$1,250
8.F	PC Meeting #4	\$1,250	\$1,250
8.G	City Council Meeting #3	\$1,250	\$1,250
8.H	TSP Issues Memo	\$2,500	\$2,500
8.I	Revised Updated TSP	\$7,500	\$7,500
8.J	Revised Implementing Ordinances	\$1,000	\$1,000
8.K	Revised Adoption Findings	\$750	\$750
8.L	Revised Recommended RTP Amendments	\$1,000	\$1,000

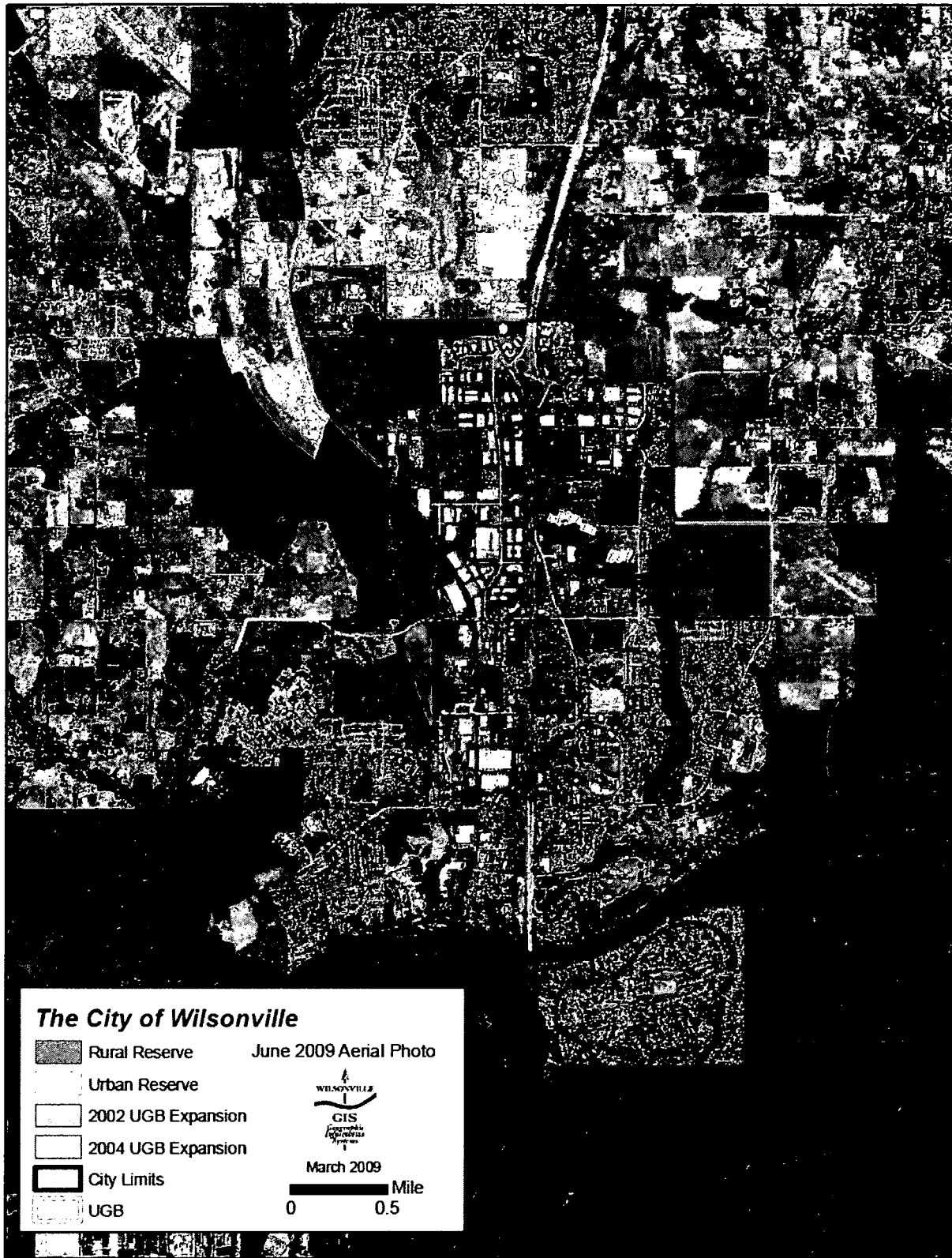
<b>Task</b>	<b>Description</b>	<b>Total Fixed Amount Payable to Consultant Per Deliverable</b>	<b>Total Amount Per Task</b>
8M	City Council Meeting #4	\$1,250	\$1,250
8N	Revised TSP Issues Memo	\$1,000	\$1,000
	<b>Subtotal – Task 8</b>		<b>\$46,250</b>
<b>9</b>	<b>Adoption</b>		
9.A	Final Draft Updated TSP	\$6,000	\$6,000
9.B	Final Draft Implementing Ordinances	\$1,000	\$1,000
9C	Final Draft Adoption Findings	\$1,000	\$1,000
9D	PC Adoption Hearing	\$2,000	\$2,000
9.E	City Council Adoption Hearing	\$2,000	\$2,000
9.F	Adopted Updated TSP	\$4,000	\$4,000
9G	Adopted Implementing Ordinances	\$750	\$750
	<b>Subtotal – Task 9</b>		<b>\$16,750</b>
	<b>SUBTOTAL</b>		<b>\$225,000</b>
<b>10</b>	<b>Contingency</b>		
10.A	TAC Meetings (up to 3 additional)	\$1,000 per mtg.	\$3,000
10.B	PC Meetings (up to 3 additional)	\$1,333 per mtg.	\$3,999
10.C	City Council Meetings (up to 3 additional)	\$1,333 per mtg.	\$3,999
	<b>Contingency Subtotal – Task 10</b>		<b>\$10,998</b>
	<b>PROJECT TOTAL</b>		<b>\$235,998</b>

**SCHEDULE**

<b>Task</b>	<b>Months from Notice to Proceed</b>
1 – Establish Committees and Start Project	1
2 – Policy Framework	1-3
3 – Transportation System Inventory	1-3
4 – Transportation Needs Analysis	3-6
5 – Safe Routes to School Action Plan	1-7
6 – Development and Analysis of Solutions Alternatives	6-12
7 – Identification of Preferred Solutions and Financially Constrained Projects	12-14
8 – Draft TSP, Implementing Ordinances and Adoption Findings	12-16
9 – Adoption	16-18



Map A – City of Wilsonville Project Area Map



**EXHIBIT B (Local Agency or State Agency)**

**CONTRACTOR CERTIFICATION**

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**AGENCY OFFICIAL CERTIFICATION (ODOT)**

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**EXHIBIT C**

Federal Provisions  
Oregon Department of Transportation

**I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;</li> <li>2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a</li> </ul> | <ul style="list-style-type: none"> <li>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</li> </ul> |
|---|---|

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

#### EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

#### II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. EMPLOYMENT**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

**V. NONDISCRIMINATION**

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

#### VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

#### DBE POLICY STATEMENT

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

**Records and Reports.** Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

#### CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL   0   %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

#### VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S  
DBE PROGRAM REQUIREMENT  
CONTACT OFFICE OF CIVIL RIGHTS  
AT (503)986-4354.**

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
<b>PERSONNEL SERVICES</b>
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
<b>SERVICES AND SUPPLIES</b>
<b>In-State Travel - Per Rates Identified in State Travel Handbook</b>
<i>Meals &amp; Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging &amp; Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
<b>Office Expense</b>
<i>Direct Project Expenses Including:</i>
<i>Photo, Video &amp; Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction &amp; Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight &amp; Express Mail</i> - Payment for direct project freight services on outgoing shipments.
<b>Telecommunications</b>
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
<b>Publicity &amp; Publication</b>
<i>Publish &amp; Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
<b>Equipment \$250 - \$4,999</b>
<b>NOT ELIGIBLE</b>
<b>Employee Training, Excluding Travel</b>
<b>NOT ELIGIBLE</b>
<b>Training In-State Travel</b>
<b>NOT ELIGIBLE</b>
<b>CAPITOL OUTLAY</b>
<b>NOT ELIGIBLE</b>



**RESOLUTION NO. 2228**

**A RESOLUTION OF THE CITY OF WILSONVILLE ENDORSING THE NEED TO UPDATE ELEMENTS OF THE CITY'S TRANSPORTATION SYSTEMS PLAN (TSP) BASED ON RAPIDLY EMERGING REGIONAL ISSUES AND SUPPORTING CITY STAFF'S APPLICATION FOR AN OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TRANSPORTATION AND GROWTH MANAGEMENT (TGM) GRANT.**

WHEREAS, Oregon law requires that state, local and regional governments adopt interrelated Transportation Systems Plans (TSPs). The purpose of local TSPs, according to the Transportation Planning Rule, is to "establish a system of transportation facilities and services adequate to meet identified local transportation needs consistent with regional transportation plans (RTPs) and adopted elements of the Oregon Transportation Plan"; and

WHEREAS, TSPs should be updated regularly to reflect changing conditions; and

WHEREAS, on June 2, 2003 the City Council adopted the current Wilsonville Transportation Systems Plan (TSP) via Ordinance No. 552 based on the traffic analysis and consultant reports from 1996 through 1999; and

WHEREAS, Metro is completing work on a new RTP, with adoption scheduled for June, 2010. The new RTP will include mandated elements for local TSPs. The City of Wilsonville will have to address those new RTP mandates within the City's TSP; and

WHEREAS, Federal, State and regional transportation planning requirements all now include provisions to reduce greenhouse gas emissions from vehicles. The City's current TSP does not directly address greenhouse gas emissions. The City of Wilsonville will have to address greenhouse gas emissions within the city's TSP; and

WHEREAS, since adoption of the current Wilsonville TSP many critical land-use decisions have been made, rendering the need to update the TSP to determine the composite affects of these land-use decisions on the City's system of streets, and multi-modal facilities; and

WHEREAS, the Metro Urban Growth Boundary was expanded in 2002 and 2004 between the Cities of Wilsonville, Tualatin and Sherwood adding over 1,900 acres of land for industrial and residential purposes, including approximately 800 acres of industrial land to Wilsonville's northern limits; and

WHEREAS, the City's TSP does not take into consideration recent UGB expansions; and

WHEREAS, the West Linn-Wilsonville School District, due to its bond measure passing in 2008, has begun master planning three (3) new schools in the City of Wilsonville, the first of which is expected to open in 2012; and

WHEREAS, a 180-acre residential area called Frog Pond on the east side of the City was added to the UGB in 2002 able to accommodate approximately 1,000 dwelling units; and

WHEREAS, the Coffee Creek Correctional Facility is planning to expand its population by 25% in the near future and the effects of this change on the City's transportation systems need to be determined; and

WHEREAS, the Westside Express Service (WES) began providing commuter service from Beaverton to Wilsonville and a new commuter rail station opened in Wilsonville in 2009 and is the southern terminus for WES; and

WHEREAS, South Metro Area Regional Transit (SMART) has consolidated its operations at the commuter rail station to meet commuters creating a hub based transit system; and

WHEREAS, Metro, with its partners has begun master planning the Tonquin Regional Trail, which will connect the cities of Sherwood and Tualatin with Wilsonville via a 10-15 mile off-street pathway network; and

WHEREAS, a bicycle and pedestrian facility gap analysis and capital improvement prioritization plan can result in projects that connect the community, providing a safe and efficient multi-modal transportation network potentially reducing vehicle miles traveled and greenhouse gas emissions; and

WHEREAS, Safe Routes to Schools plans can have the effect of decreasing AM Peak hour traffic trips in and around the vicinity of school sites resulting in reduced congestion and greenhouse gas emissions; and

WHEREAS, with all of the land-use and transportation planning occurring in and around the city, there is an urgent need for regional coordination and updating of specific elements of the City's Transportation Systems Plan to reflect these changes.

WHEREAS, staff is preparing an application to the Oregon Department of Transportation for a Transportation and Growth Management (TGM) Grant in the amount of \$175,000 to fund the updating of the City's Transportation System Plan, a copy of the pre-application is marked Exhibit A, attached hereto and incorporated by reference as if fully set forth herein:

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

1. The above recitals are incorporated herein as City Council findings in support of this resolution.
2. The staff is authorized to prepare and submit an application to the Oregon Department of Transportation for a Transportation Growth Management (TGM) Grant in the amount of \$175,000 in accordance with the staff report and recommendation, dated March 9, 2010, marked exhibit A, attached hereto and incorporated by reference as if fully set forth herein.
3. The City Manager or her delegate is authorized, after filing the application with the Oregon Department of Transportation, to do whatever follow up with the Department may be reasonable and necessary.
4. A TGM Grant would assist the City in updating the TSP at a critical time, when regional coordination is needed.
5. The resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of March 2010 and filed with the Wilsonville City recorder this date.

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Alan Kirk, Council President

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	<u>Excused</u>
Councilor Kirk	<u>Yes</u>
Councilor Hurst	<u>Yes</u>
Councilor Ripple	<u>Excused</u>
Councilor Núñez	<u>Yes</u>

Attachment:

Exhibit A - Pre-application to the Oregon Department of Transportation for a Transportation Growth Management (TGM) Grant to fund updating of the City's Transportation System Plan.

**PRE-APPLICATION**  
TGM Program Services 2009 – 2011 Biennium

*Please submit a separate pre-application for each project idea.*

**Pre-Applicant Information**

Contact Chris Nearthu, AICP, Planning Director  
Jurisdiction City of Wilsonville  
Mailing Address 29799 SW Town Center Loop East

Phone/Fax 503-682-4960/503-682-7025  
E-mail neartzu@ci.wilsonville.or.us  
City/Zip Wilsonville, Oregon 97070

**Type of Request**

**Grant Project**

- Transportation System Planning
- Integrated Land Use and Transportation Planning

**Direct Community Assistance**

- Code Assistance
- Quick Response
- TSP Assessment Outreach Workshop
- School Siting/ Safe Routes to School
- Smart Development
- Main Street Road Show

**Project Title:** City of Wilsonville Transportation Systems Plan (TSP) Update

**Description of Issue:**

Many land use decisions have created the need to update the City's TSP. Those decisions include the addition of over 400 acres of land to the UGB for industrial and residential purposes in 2002; The addition of over 900 acres of land to the UGB between Tualatin and Wilsonville in 2004 principally for industrial purposes and important for job creation; The planned development of 3 new schools, a sports field complex and a prison expansion over the next 10 years; The on-going development of 2,500 homes in Villebois; and the expected addition of urban reserves areas.

**Project Objectives/Expected Outcomes:**

Adopt and updated TSP that provides for a safe, efficient, multi-modal transportation network, based on the needs of existing and planned uses; Respond to new RTP policies and performance targets; Reduce greenhouse gas emissions (lower VMT); Prepare Safe Routes to Schools plans for 3 new schools; Plan for key regional arterial and freight movement routes in and to new industrial areas; Reduce reliance on the state highways for local traffic by planning for a connected street network; Plan for a network of pedestrian and bicycle facilities that connect the city to the region; and determine the appropriate means to manage the 3 - I-5 interchanges and incorporate regional I-5 to 99W connector decisions.

**Estimated Budget \$** 175,000

**Submit**



Planning Division  
29799 SW Town Center Loop E  
Wilsonville, OR 97078  
503-682-4960  
503-682-7025 fax

**March 9, 2010**

**To: Honorable Mayor Knapp and City Council**

**From: Chris Neamtzu, AICP, Planning Director**

**Subject: A Resolution authorizing the Community Development Department to apply to the Oregon Department of Transportation (ODOT) Transportation and Growth Management (TGM) Grant Program for an update to elements of the Transportation Systems Plan (TSP)**

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**Summary:**

Staff is requesting City Council authorization to apply to ODOT's TGM Program for a \$175,000 grant to address rapidly changing conditions and upcoming RTP requirements related to reductions in greenhouse gas (GHG) emissions. Staff proposes four programs be developed.

1. Multi-modal analysis of the transportation network at the periphery of the city resulting from land-use decisions and UGB expansions in 2002, 2004 and establishment of urban reserve areas in 2010.
2. City wide bicycle and pedestrian facility gap analysis and associated capital improvement and prioritization plan.
3. Creation and implementation of Safe Routes to Schools plans for existing and planned schools.
4. Community wide electric vehicle (EV) and compressed natural gas (CNG) infrastructure plan.

The grant requires an 11% match (\$19,250) in the form of cash, direct project expenses and staff time. The TGM grant application will be submitted on March 12, 2010. If the City is successful in this grant application, most of the actual work on the TSP will occur in 2011 and early 2012.

**Recommendation:**

Staff respectfully recommends that the City Council approve the attached Resolution authorizing the Community Development Department to apply to ODOT for a TGM Grant.

Background:

The expected outcomes of the grant are to adopt updated TSP elements that provide for a safe, efficient, multi-modal transportation network. The proposal includes building on initial work contained in the *Bicycle and Pedestrian Master Plan* (2006) to prepare Safe Routes to Schools plans for 4 existing and 3 new schools and conduct a detailed gap analysis, preliminary project solution designs, cost estimates with associated phasing plan and capital improvement program prioritization that would result in a detailed phasing plan to close the gaps and connect the bicycle and pedestrian network community wide.

It is also important for the City to begin to plan to address upcoming RTP policies and performance targets that reduce greenhouse gas emissions (lower VMT). A community wide plan to develop an electric and compressed natural gas vehicle infrastructure network can play a significant role in reducing GHG over time. The safe routes to schools plans too can contribute to this effort. The grant proposal also includes preparation plans to study key regional arterial and freight movement routes in areas added to the UGB in 2002, 2004 and the recently identified urban reserve areas.