

RESOLUTION NO. 1147

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR CONSULTING SERVICES FOR PREPARATION OF A TRANSPORTATION SYSTEM PLAN

**WHEREAS**, the City is in need of professional services from a qualified consultant to perform transportation planning services for the preparation of a Transportation System Plan; and

**WHEREAS**, this project is largely funded from an ODOT Transportation Growth Management Grant and consultant selection is governed by rules and procedures of the TGM grant program; and

**WHEREAS**, four firms were requested to respond to a Request for Proposal; and

**WHEREAS**, a selection panel evaluated those proposals and recommended award of the consulting contract to DKS Associates of Portland, OR; and,

**WHEREAS**, funds for the City's share of this transportation planning project have already been budgeted and approved for fiscal year 1994-95;

**NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:**

The Mayor is authorized to enter into an agreement for consulting services with DKS Associates for the preparation of the Transportation System Plan for the City of Troutdale.

**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 13TH DAY OF DECEMBER, 1994.**

YEAS: 5

NAYS: 0

ABSTAINED: 0

  
Paul Thalhofer, Mayor

Dated: DECEMBER 14, 1994

ATTEST:

  
George Martinez

City Recorder

RES1213.DKS

## CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Troutdale, Oregon, hereinafter referred to as "City" and DKS Associates, hereinafter referred to as "Contractor".

### WHEREAS:

1. The Oregon Department of Transportation and the Department of Land Conservation and Development jointly administer the ODOT/DLCD Transportation and Growth Management Program, referred to as the "TGM Program".
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and to develop new ways to manage growth to achieve compact pedestrian, bicycle and transit friendly urban development.
3. The City is the recipient of a TGM Program grant in the sum of \$30,000 to be used toward the preparation of a local Transportation System Plan which complies with the provisions of the Transportation Planning Rule as set forth in OAR 660-12.
4. The City has dedicated \$10,000 of its own funds to supplement the TGM grant giving a total of \$40,000 for performance of the required work.
5. Terms of the TGM Grant program require that when a professional services contractor is used to accomplish a TGM grant funded project, the City must enter into its own contract with the contractor for its funded portion of the project.
6. The City desires to engage the Contractor herein named to prepare a Transportation System Plan within the terms and conditions of the TGM grant awarded the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### A. SCOPE OF THE CONTRACTOR'S SERVICES

The Contractor shall provide the services and materials specified in the attached "Exhibit A -- Scope of Work" which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner in accordance with generally accepted principles of professional practice for Transportation Planning. The Contractor shall perform such work as may be necessary to correct errors and clarify discrepancies or ambiguities in the work required under this Agreement without undue delays and without additional basic services cost.

### B. COMPENSATION AND METHOD OF PAYMENT

The City agrees to pay the Contractor the sum of \$10,000 for performance of the basic

services outlined in Exhibit A. This fee supplements the TGM grant awarded the City and for which the Contractor has a separate \$30,000 contract with ODOT. This \$10,000 fee will be paid to the Contractor only after the \$30,000 TGM grant has been earned for work performed on this project. Upon receipt of the TGM grant funds the Contractor shall invoice the City monthly for the percentage of work performed and covered by this agreement. The City shall pay Contractor within 30 days of the invoice date.

**C. INFORMATION AND SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The completion of the services to be performed by the Contractor under this Agreement is contingent upon the cooperation of City staff, as described in Exhibit A, and timely receipt from the City, at no cost to the Contractor, of plans, codes, maps, reports and information described as necessary to complete the project in accordance with the Scope of Work.

**D. MEETINGS AND REPORTS**

The number of meetings and reports shall be as specified in Exhibit A or as otherwise mutually agreed to by the parties of this contract.

**E. ADDITIONAL SERVICES**

Additional services beyond the scope of work scheduled in Exhibit A shall be by authority of the City. The cost and schedule for completing changes or extra work authorized by the City will be per Exhibit B, incorporated into this Agreement by reference, which is Contractor's standard hourly rate schedule, plus reimbursable expenses.

**F. TIME OF PERFORMANCE**

The services of the Contractor shall be initiated upon execution and receipt of this Agreement and will, absent causes beyond the control of the Contractor, be completed by July 1, 1995. In the event unforeseen circumstances or conditions occur which are beyond the Contractor's control and prevent the Contractor from completing the work and services as described herein on Exhibit A within the time provided, the City shall grant an extension of time for the Contractor to complete the work and services described herein.

**G. TERMINATION**

This Agreement may be terminated by mutual consent by both parties at anytime or by either party upon 15 days written notice delivered by certified mail or in person in the event of the other party's failure to perform in accordance with the terms of this Agreement. If this Agreement is terminated, the Contractor shall be paid for services performed prior to the effective date of termination, together with any termination expenses resulting therefrom. Termination expenses include any expenses associated with the assembly and transmission to the City of any documents prepared to that point.

**H. OWNERSHIP, DELIVERY**

Unless otherwise provided by the City, all original reports, and other documents prepared or provided by the Contractor pursuant to this Agreement as instruments of professional services are the property of the City and shall be turned over to the City upon termination or completion of this Agreement. In the event the City or any person, firm or corporation authorized by the City causes to be made or makes any changes or alternations in said reports and documents prepared or provided by the Contractor pursuant to this Agreement, the City hereby releases, discharges, and exonerates the Contractor from any liability resulting from said change or changes.

**I. INDEPENDENT CONTRACTOR**

In connection with the work to be conducted hereunder, the Contractor shall not be acting as an agent, employee or representative of the City, but the Contractor, for all purposes hereunder, shall be deemed an independent Contractor.

**J. NONDISCRIMINATION**

The Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**K. WORKER'S COMPENSATION**

The Contractor, its subcontractors, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

IN WITNESS WHEREOF, the Contractor and the City, acting pursuant to authority granted by the City Council, have caused this instrument to be executed this 14<sup>th</sup> day of December 1994.

CITY OF TROUTDALE, OREGON  
a Municipality of the  
State of Oregon

DKS ASSOCIATES

By: \_\_\_\_\_

*Paul Thalhofer*  
Paul Thalhofer  
Mayor, City of Troutdale

By: \_\_\_\_\_

*[Handwritten Signature]*

Approved:

PRESTON GATES & ELLIS

By: \_\_\_\_\_

Of Attorneys for the City of Troutdale

# Exhibit A

## Part 1 of 3

### Scope of Work

#### **Task 0: Kick Off Meeting**

A series of issues with the work program require quantification and agreement as to roles and responsibilities. The kick off meeting will be used to clarify this scope of work and the particular roles that the City of Troutdale, DKS Associates and other agencies can best fit into. It is our understanding that this plan will focus on the local and collector level system, and this plan will initiate adoption of a TSP. This plan will be a draft and adoption would occur outside the scope of this project, including finalization of the TSP for the City. There are several issues regarding the state draft TSP guidelines which will need to be addressed, which are not part of this project. This meeting will be the forum for an across the table exchange of ideas and needs.

At the kickoff meeting a review process will be developed (advisory committees). Based upon the local nature of the Troutdale work plan, DKS recommends a direct working relationship be established between the City/Consultant and key staff members of other agencies (Multnomah County, Gresham, ODOT, Tri-Met, Metro).

**Product:** Confirmation of contract work scope.

#### **Task 1: Public Involvement**

While the City will lead this activity, based upon past project experience, this can be a very labor intensive undertaking. This task will include two major efforts. First, working with City staff, DKS will identify options to provide effective public involvement. The strategy will build to the maximum extent on existing public involvement structure in the City (newsletters, committees, meetings, neighborhood/business groups). A schedule for public meetings will be determined. The meetings will build off City efforts to organize an Advisory Committee through the CAC. Topics of the meetings could include: a) identification of transportation issues and needs; b) identifying goals (building off current comp plan information); c) discussing measures to determine needs (criteria); d) conceptualizing alternatives; and e) reviewing draft plan development. The outcome of this work will be a public involvement plan for the eight months of the study.

The second effort will be DKS support of the public involvement. DKS will be involved in several coordination meetings. DKS will attend public open house sessions on the TSP at the beginning of the project (emphasizing issues and key criteria), once transportation needs are outlined and at the point the plan is presented initially to the public (3 meetings, about 4 hours each). In addition, two other comparable meetings may be attended. Beyond the public meetings, there will be coordination with other agency's technical staff. This will involve one-on-one meetings to produce maximum value for meetings. The budget includes up to 6 meetings of this type. This will form the basis for reporting and monitoring progress.

**Product:** DKS will prepare a strategy for Public Involvement.  
City will organize TSP Advisory Committee.  
City will prepare meeting agenda, minutes (TSP Advisory Committee) with DKS input.  
City will notice all meetings.  
DKS will attend meetings as noted.

### **Task 2: Review Existing Plans, Policies and Standards**

City staff and ODOT will provide DKS with all existing plans, policies and standards. DKS involvement will be to review all past transportation related documents for the City of Troutdale (including older traffic plans and impact studies). After this review, a meeting (see Task 1) will be held with City staff to brainstorm the organization of policies and standards. DKS will bring several examples of transportation plans for reference in developing the policies. This session will aim to build off past team expertise on similar projects. The TSP Advisory Committee will be used to direct any changes in current transportation goals and policies.

**Product:** DKS will prepare an annotated bibliography of the transportation related reports to provide a historical reference for past decision-making. The city will coordinate TSP Advisory Committee development of goals.

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

This task will build off existing information provided by the City of Troutdale staff, as outlined in the RFP. DKS will provide the following information to support documentation of existing conditions:

**Traffic Control.** DKS will identify current traffic control measures in Troutdale (signals, stop signs, speed control, speed zones, neighborhood management measures).

**Traffic Volumes.** Traffic counting will be organized into two groups: 1) intersection turn movements; 2) 24-hour machine counts. While several intersection counts have been conducted by Multnomah County, some updating of data will be useful for analysis in this study. As a starting point, this will include peak counts at up to 10 locations (including possibly some weekend counts) and up to 5 machine counts (showing 24 hour volumes). DKS will research available count data from Traffic Smithy, ODOT, Multnomah County, the City (old studies) and DKS (East County Trafficway Plan). The extent and nature of counting will be addressed at the project kick off meeting (e.g. all arterial and collector intersections).

**Average Vehicle Occupancy.** DKS will measure the average vehicle occupancy at one location within Troutdale as a system performance measure (Buxton Avenue). This count will be aimed at establishing a benchmark for number of people per vehicle, as a measure of high occupancy vehicle use (carpools, vanpools, etc...).

**Travel Time Surveys.** DKS will perform floating car travel time runs on key Troutdale routes to benchmark system performance. This information will be used to defined the performance of the circulation system for people to get around town. Up to three runs will be made on key routes. The corridors may include similar routes to the AVO studies. These travel time runs will document the presence of queuing (both extent and duration, where possible - also weekend conditions if desired). Additional runs may be performed by the City.

**Land Use Data.** The City of Troutdale land uses will be reviewed and a logical Traffic Analysis Zone system will be developed working within the Metro zone system (the TAZ's will be subsets of Metro TAZ's). DKS already has a set of land use data specific for Troutdale (see below). This data will be updated through discussion with City staff.

**Transit Use.** The City will collect available transit use information from Tri-Met for key routes in Troutdale. Daily and peak boarding data (as available), stops and routes will be documented.

**Pedestrian/Bicycle Activity.** City staff and DKS will identify key pedestrian and bicycle activity areas within Troutdale. The focus of this effort will be to determine where this activity is most prevalent today and in the future. Where key activity centers are present that will have the potential to generate pedestrian and/or bicycle activity, as it relates to the street network.

**Other Modes (Rail, Trucks, Pipeline, Water).** The City staff will prepare a summary of other modes for this study. DKS will assist through meetings to provide adequate input. Data from traffic counts on truck use will be documented. Key truck distribution activity centers will be identified. City staff will map key routes which service the distribution centers.

**Circulation/Land Use Mapping.** Key arterial and collector streets will be mapped relating land use to function. For example, collector routes servicing commercial, industrial and residential areas will be identified. DKS will assist city staff in the mapping task through a working meeting.

**Pavement Management System.** The City will provide any PMS assessment for city roadways, if available or needed.

**Product:** DKS will prepare an existing conditions summary for the technical appendix of the report. This document will incorporate all agency and DKS data collected. Where possible, data will be provided to City mapping system for integration (any maps from GIS will be incorporated into this document). This chapter will be submitted for initial review prior to assessment of future conditions.

#### **Task 4: Define Transportation Needs**

The street system analysis task will be conducted, identifying needs in four primary areas: vehicle traffic, pedestrian, bicycle and transit. Identifying links to/from Troutdale activity centers will be the primary assessment. City staff will assist in the definition of activity centers (ie. hospitals, shopping, schools, downtown, etc...).

Three sources of information will be used to define system needs:

- Public input through meetings and prior public complaints or past listings on City records of citizen needs
- Past studies or capital improvement programs (City, County, Metro)
- Travel forecast information

This task will focus on how to balance Troutdale's transportation system between modes. A series of guidelines will be developed regarding auto/transit/bicycle/pedestrian needs in the current street standards. The Systems Development Charge includes a list of projects which will be reviewed with

city staff. A review of the functional classification of streets will be conducted for collector and local streets. This may include designation of streets which serve Troutdale circulation, serve neighborhood circulation and serve local circulation by land use. Traffic volume variations will be established for each class. Measures will be identified which can produce long term reduction in vehicle trips and reduced reliance on autos as the only means for access. The TAC will provide input to these measures. Circulation (vehicle and truck), transit, bicycle and pedestrian needs will be identified. Access strategies will be outlined for the local and collector streets, particularly as they interface with the regional system.

**Product:** The outcome of this task will be a chapter in the project report which defines the transportation needs. This work will be packaged as a chapter of the analysis report.

#### **Task 5: Develop and Evaluate Alternative Improvement Strategies**

A three-step process will be developed to assess transportation needs. Optimal plans for each of the key transportation functional areas (vehicle, transit, bicycle, pedestrian) will be developed. Optimal plans will be based on needs assessment in Task 4. Second, with the lists of potential improvements, a series of criteria will be developed to evaluate alternatives and establish a methodology for packaging and prioritizing various projects. These may include, for example, a roadway project which provides a critical pedestrian and bicycle linkage, a series of feeder transit routes to serve trunk LRT, provision of park and ride lots to increase transit and carpool use, key goods movement route improvements to assure trucks stay on arterial routes. Third, a set of transportation strategies will be prepared.

**Product:** A chapter of the project report will be prepared regarding alternative transportation strategies. This chapter can be used by City staff in community meetings for review of concepts.

#### **Task 6: Outline Costs and Financial Opportunities**

DKS will provide a series of cost estimates for the transportation strategies identified for Troutdale. These cost estimates will be planning level estimates in a conceptual nature. A summary of the current financial sources for transportation will be provided and an initial balance between the potential cost implications and the financial sources will be outlined. Measures which rely on private funding will be identified. Discussion of the City SDC will be included.

**Product:** A chapter of the project report will be prepared regarding transportation costs and financing.

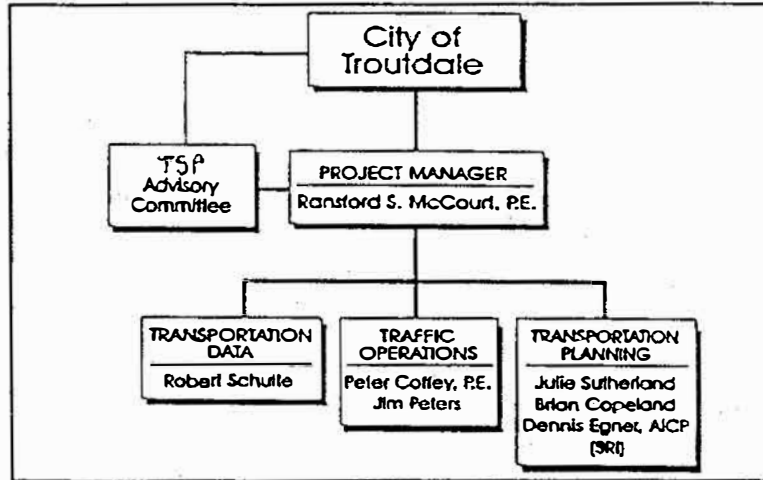
#### **Task 7: Draft Transportation System Plan**

The Draft TSP will be organized into six sections: 1) Goal, Objectives, Policies; 2) Local Street Plan Elements (classification, design guidelines, truck route plan, local improvements); 3) Public Transportation Element (routes and facilities); 4) Bicycle Element; 5) Pedestrian Element; 6) Project Plan including priorities and costs. Much of the plan will be communicated through maps and graphics. A purpose and need statement will be provided for each element of the plan.

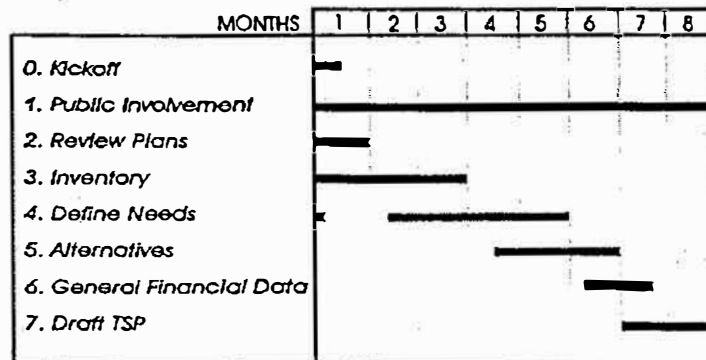
**Product:** The preparation of the draft TSP will be performed in three steps. An administrative draft will be developed (for elements of the plan as they are developed), a preliminary draft report will be prepared for review and a draft will be prepared to finalize work on this task. For budget purposes, DKS assumed four copies of the report and one reproducible original will be provided for each step

(including a WordPerfect 5.1 disk of the draft). City will handle reproduction and distribution of all reports or memos. DKS will take documents prepared in Tasks 3, 4 and 5 and respond to one set of unified, non-contradictory comments provided by the City Project Manager.

**ORGANIZATION CHART**



**SCHEDULE**



The schedule above is for the project jointly funded by the City of Troutdale and ODOT. The TGM funded activities will carry into Task 5 and City funded activities will continue Task 5 and complete Tasks 6 and 7. All work funded with TGM funds shall be completed by June 30, 1995.

**DBE COMPLIANCE**

SRI/Shapiro, a DBE, will be utilized for \$4,500 (15%) of the \$30,000 budget provided by TGM funds. They will provide assistance in functional classification development and land use/transportation relationships.

**Fee Schedule**

*Effective August 1, 1994 through July 31, 1995*

**ENGINEERS and PLANNERS**

**TECHNICIANS and SUPPORT STAFF**

	Hourly Rate		Hourly Rate
Grade 1	\$ 40.00	Tech Level A	\$ 25.00
Grade 2	45.00	Tech Level B	30.00
Grade 3	50.00	Tech Level C	35.00
Grade 4	55.00	Tech Level D	40.00
Grade 5	60.00	Tech Level E	45.00
Grade 6	65.00	Tech Level F	50.00
Grade 7	70.00	Tech Level G	55.00
Grade 8	75.00	Tech Level H	60.00
Grade 9	80.00	Tech Level I	65.00
Grade 10	85.00	Tech Level J	70.00
Grade 11	90.00	Tech Level K	75.00
Grade 12	95.00	Tech Level L	80.00
Grade 13	100.00	Tech Level M	85.00
Grade 14	105.00	Tech Level N	90.00
Grade 15	110.00	Tech Level O	95.00
Grade 16	115.00		
Grade 17	120.00		

Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as computer charges, reproductions, telephone, transportation, subsistence, delivery/postage and subcontractor services.

All invoices are due and payable within 30 days of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.