See Vault No. 1877 for Amendment No. 1 to Contract.

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1842

CITY OF NEWBERG

AGREEMENT WITH FALCONI CONSULTING SERVICES, INC. TO PROVIDE CONSULTING SERVICES TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 26th day of June, 2001 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Falconi Consulting Services, Inc.
P. O. Box 1826
Lake Oswego, OR 97035
Phone: (503) 612-0219
Fax: (503) 691-9759
Email: xfalconi@fcsint.com

hereinafter called **Consultant**.

RECITALS:

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.

2. **City** has chosen the **Consultant** using the *Minimum Three Quotes method.* Two out of five firms responded and Falconi Consulting Services, Inc. provided a slightly higher price but able to deliver the product about two weeks sooner.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on July 30, 2001, whichever date occurs first. This fact not withstanding, the services of **Consultant** shall be authorized and paid as described in Exhibit "A". Traffic study and signal warrants shall be completed and delivered to the City on or prior to July 9, 2001.

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of a **Consultant** warranty or any fault or defect in **Consultant's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon a 30-day written notice.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

$23,975.00

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. If the **Consultant** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written

permission from the **City** before exceeding the not-to-exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference:

This Agreement with attached Exhibits, (Exhibit "A" - the proposal of the **Consultant** with updated clarification; and Exhibit "B" - background information). Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits: Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and dully licensed to perform the work.

10. **Indemnity: Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor: Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes: Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement 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; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Comprehensive General Liability insurance policy for at least $1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be $2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least $500,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind

themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** and **Consultant's** independent professional associates or **Subconsultants** in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City**'s expense, upon request. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.

16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

CONSULTANT

By: _____

Name: XAVIER FRANCONI

Title: PRESIDENT

Date: 06/26/01

CITY OF NEWBERG

By: _____

Name: Duane R. Cole

Title: City Manager

Date: June 26, 2001

Approved as to form:

_____

Terrence D. Mahr, City Attorney

Exhibit "A"

Scope of Work

Pertains to "Project A - Mountainview Drive" Only

June 4, 2001

Paul Chiu, PE
Senior Engineer
City of Newberg
414 East First Street
Newberg, OR 97132

Dear Paul,

This is in response to the *Request Proposals for Projects A, B and C* with the City of Newberg. Falconi Consulting Services (FCS) is a transportation engineering and transportation planning firm that provides services to clients in the public and private sectors. As the principal of the firm, I will be the project manager for all work to be conducted under this contract. FCS specializes in the following areas:

- *Transportation Planning:* FCS has developed Transportation System Plans for local jurisdictions, and provided expertise in the design of bicycle and pedestrian facilities, and development/implementation of transportation demand management plans.
- *Transportation Engineering:* FCS has worked in the design of highways, roads and local streets, as well as in the design and analysis of road alignment alternatives.
- *Traffic Engineering:* FCS has produced traffic impact studies for small and large projects, provided technical expertise to jurisdictions on the installation of traffic management devices, and developed traffic analysis for alternative route evaluation.
- *Access Management:* FCS is a leader on the research and practical application of access management principles as they relate to land use issues. FCS has extensive experience in the design and configuration of accesses.

Supplementing FCS skills in traffic design and analysis is Charbonneau Engineering. Our team has worked together on transportation projects in the past and is very familiar with the City of Newberg and ODOT standards. Thank you for the opportunity to submit our proposal.

Sincerely,

FALCONI CONSULTING SERVICES

Xavier R. Falconi, PE

P.O. Box 1826 · Lake Oswego, OR 97035 · Phone (503)612-0219 · FAX (503)691-9759

STATEMENT OF QUALIFICATIONS

The Falconi Consulting Services (FCS) team has worked with local jurisdictions in Oregon on significant transportation projects for many years. FCS is currently working with the City of Vancouver as the prime consultant providing on-call transportation engineering and planning services. This includes public involvement activities related to transportation projects in the City. FCS has also worked on transportation projects with the City of Newberg and ODOT in the past.

The FCS team will be managed by Xavier Falconi, PE. The consulting team has complimentary skills that will effectively serve in accomplishing the tasks required by the City of Newberg. The consulting team includes Charbonneau Engineering for additional traffic engineering sources and support. We have worked together in the past on various transportation projects in the City of Newberg.

FCS was established by Xavier Falconi with the purpose of providing professional services to private businesses, local jurisdictions, and state and federal governments in transportation/traffic engineering and transportation planning consulting. Xavier has over 17 years of diverse transportation engineering and transportation planning experience. In addition to over nine years of increased responsibility with ODOT, he managed the Transportation Division of the City of Lake Oswego and the transportation engineering teams for Parametrix and Entranco.

While serving as the City of Lake Oswego Traffic Engineer, Xavier worked extensively with the public in addressing their traffic engineering needs. During this time he coordinated with other departments within the City to effectively provide support services in developing a Transportation Improvement Plan. As a consultant Xavier has been able to provide high quality services to clients in the public and private sectors. His experience with various government agencies will be an asset in working with the City of Newberg.

FCS has also provided consulting services to the City of Portland Bureaus of Transportation and Traffic Management on various local projects. As an example, FCS developed new Transportation Impact Study Guidelines that will help City staff in determining the requirements for Transportation Impact Studies in relation to land use development applications. While working for the City of Portland, Xavier Falconi provided expertise in the development of the Transportation Improvement Plan by coordinating with ODOT to solicit funding support for transportation safety projects.

Xavier was also instrumental in developing a program to meet the requirements of the Access Management Policy approved by the Oregon Transportation Commission. He co-authored the ODOT Access Management Manual and provided training to all of the ODOT Region and District offices in the state. In addition, he served as a technical advisor to Region and District offices on the day-to-day implementation of the program.

The FCS project team is comprised of the most talented and experienced traffic engineering and transportation planning professionals available in private practice. Our engineers have extensive experience working with the public in transportation/traffic engineering projects.

Following is a list of the public agencies that FCS has provided consulting services in the past five years:

- City of Newberg
- City of Portland
- City of Vancouver
- City of Woodburn
- Port of Portland
- City of Ashland
- Oregon Department of Transportation
- Oregon Department of Forestry
- Portland Development Commission

Our project team has extensive public and private sector experience assisting local communities with land use and transportation planning projects. This multidiscipline professional team is ready to complete transportation projects as requested by the City of Newberg. Together we represent a strong commitment to deliver the services requested in an efficient and timely manner.

Charbonneau Engineering is a transportation engineering consulting firm offering specialized expertise in traffic analysis and impacts, signalization, traffic and pedestrian safety in school areas, signing, channelization, and intersection design. Charbonneau Engineering's experience includes performing designing, analyses, studies, construction management, and inspection for various public agencies and private developers throughout the northwest. Some of their clients have included the following:

- City of Lake Oswego
- City of Oregon City
- City of Wilsonville
- City of Tigard
- City of Newberg
- Tillamook County
- Washington County
- Clark County
- Clark County Dept. Of Corrections
- Lake Oswego School District
- C-Tran

Frank Charbonneau, PE, is the Principal of Charbonneau Engineering and is a civil and traffic engineer with over 20 years of experience in the analysis, design, management and construction of street and highway related projects, including the design and installation of traffic signals, illumination, signing, and channelization. Prior to becoming a consultant, Frank worked for ODOT and the City of Portland Bureau of Traffic Management. Frank will serve as assistant project manager and his engineering staff will be providing technical support for the City of Newberg projects.

Following is a brief description of FCS most recent projects:

On-Call Transportation Engineering/Transportation Planning Services – City of Newberg
FCS provided on-call transportation/traffic engineering and transportation planning consulting services to the City of Newberg. This included assisting the City in updating the Transportation System Plan (TSP) and System Development Charges (SDCs) methodology. In addition, FCS provided support in the review of Transportation Impact Studies for potential land use development applications in the City, and coordinated transportation projects with ODOT, Yamhill County, and other private and public interested parties.

Northside Road Project Alternative Analysis – City of Newberg
FCS developed the necessary criteria to analyze three different alternatives for an arterial project extending for approximately two miles in the north end of the City of Newberg. Four of the intersections along this arterial were anticipated to be signalized. This project is also expected to connect in the future with state highways 99-W and 219 within the City limits, which will require extensive coordination with ODOT, the Federal Highway Administration, Yamhill County, Willamette Pacific Railroad Company, and the general public.

Springbrook Road at Middlebrook Drive Fire Signal Installation – City of Newberg
Working for the City of Newberg, FCS developed construction plans and specifications for the installation of a fire signal on Springbrook Road at Middlebrook Drive. As part of this project FCS provided extensive coordination with ODOT, the City of Newberg and the architectural firm working on the design of the City's Fire Station at this intersection.

Springbrook Road at Victoria Way Pedestrian Crossing Signal – City of Newberg
FCS developed a traffic study to determine the need of a pedestrian crossing in the proximity of the City of Newberg Grade School on Springbrook Road. This study was requested by the City to provide a safer crossing for students crossing a major road in town. FCS conducted an evaluation of the existing conditions, coordinated manual 24-hour traffic counts and provided a report to the City with recommendations and conclusions.

Transportation Impact Study Guidelines – City of Portland
Working with the City of Portland, Bureau of Traffic Management FCS developed a set of guidelines for Transportation Impact Studies in relation to proposed land use

developments within the City. Comprehensive research took place to identify the elements that should be incorporated in the guidelines to provide a multimodal approach to these types of studies in the future.

Bangy Road Townhomes – City of Lake Oswego
A Transportation Impact Study was prepared by FCS to assess the transportation impacts related to the proposed plan and zoning re-designation of the Gilchrist property on Bangy Road in the City of Lake Oswego. The project consists of a total site area of 2.5 acres. The site and properties to the east and south are designated for low density residential use with a minimum lot size of 7,500 square feet by the City of Lake Oswego's Comprehensive Plan. The proposed re-designation of the site would be to High Density Residential on the City's Comprehensive Plan map. The I-5 at highway 217 interchange was analyzed according to ODOT standards as part of this study and received approval from the Region 1 Traffic Unit. This project was performed taking into consideration proposed projects according to the City of Lake Oswego and Clackamas County Transportation Improvement Plans, so they would be part of the analysis conducted.

Rosemont Property Alternative Analysis – Portland Development Commission/City of Portland
Working as a member of a team of consultants, FCS developed an existing transportation engineering conditions report to determine any deficiencies that would present obstacles in determining future uses that are under consideration for the Rosemont Property located in North Portland. A consideration in the analysis of future conditions is the need to provide for a safe multimodal environment in the neighborhood as well as for the students attending local schools.

N. Willamette Boulevard Bike Lanes – City of Portland
Working for the Bureau of Traffic Management, Xavier Falconi developed an engineering plan to include the installation of bike lanes on the existing cross section of N. Willamette Boulevard from N. Portland Road to N. Ida Street. Special emphasis was placed on traffic safety and on-street parking of this mostly residential neighborhood that includes the area surrounding University of Portland. This plan was presented on an open house for neighborhood review and subsequent to this meeting it gained approval by City Council.

SW Front to SW 13th on SW Clay Street – City of Portland/ODOT
Using traffic engineering modeling (Cinema), Xavier Falconi developed an on-street parking plan for these downtown Portland streets. Because SW Clay Street is currently under ODOT jurisdiction, the plan had to be approved by ODOT Region 1 Traffic Section and District 2-A Office. This plan included modifying the existing cross section of SW Clay Street. Xavier served as liaison between the City of Portland and ODOT to carry this project to completion.

Traffic Capacity Study at Five City Streets – City of Woodburn
Working for the City of Woodburn, FCS developed a capacity analysis for five streets (four arterials and one collector) in the City. Traffic and speed counts were conducted.

The analysis was performed according to the Highway Capacity Manual methodology. A set of recommendations were forwarded to the City for consideration in the future design of these streets.

On-Call Transportation Engineering and Transportation Planning Services – City of Vancouver

FCS is currently assisting the City of Vancouver Transportation Services Division in the development of a Neighborhood Transportation Management Plan (NTMP) for four neighborhoods. As part of developing the NTMP, FCS conducted traffic safety evaluation at various intersections in the City including signals warrant evaluation, developed recommendations to improve safety and the installation of traffic management devices. This work includes attending numerous public meetings with the purpose of presenting findings and respond to questions from the public. FCS is now in the process of preparing the final NTMP report.

Charbonneau Engineering provided technical to FCS in the performance of the City of Newberg traffic engineering projects mentioned earlier in this section. In addition, Charbonneau Engineering project related experience includes:

Hillsboro Promenade – Washington County

Charbonneau Engineering completed design for the Hillsboro Promenade traffic signal on SW Baseline Road (near Cornelius Pass Road) in Washington County. The project was designed to Washington County standards and the signal turn-on completed in January, 1998 when the new 100,000 square foot Albertson's shopping center opened.

REFERENCES

Following are three references for Falconi Consulting Services, for projects conducted within the last three years:

Project Name: On-Call Transportation Engineering and Transportation Planning Services
Mr. Larry Anderson, PE
(Former Engineering Manager, City of Newberg)
Anderson Engineering
112 N. Springfield Road
Newberg, OR 97132
Phone: (503)537-1110

Project Name: On-Call Transportation Engineering and Transportation Planning Services
Mr. John Manix, PE
Senior Traffic Engineer
Transportation Services Division
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
Phone: (360)696-8290 x8404

Project Name: Transportation Impact Study Guidelines
Mr. Brant Williams, PE
Director, Bureau of Transportation Engineering and Development
City of Portland
1120 SW Fifth Avenue, Room 730
Portland, OR 97204-1971
Phone: (503)823-5767

SCOPE OF SERVICES, DELIVERABLES, SCHEDULE AND BUDGET

Based on the information provided by the City of Newberg, the following is our scope of services for three transportation engineering projects. The project sites are within the City limits except the last project. Construction is expected this summer. It is also anticipated that in the performance of this work the consulting team will work very closely with the City of Newberg and ODOT. The following is a list of the projects:

- **Project A**: Traffic Study and signal warrant/design for the Mountainview Drive at College Street intersection in "Mountainview Drive construction project between College Street and Villa Road."
- **Project B**: Traffic Study and signal warrant for existing intersection at Foothills Drive and College Street.
- **Project C**: Traffic Study to support inclusion of Crater Lane area into Urban Growth Boundary and City limits.

Project A

This project will include approximately one half of a mile of minor arterial road construction with waterline relocation, storm and sanitary sewer installation. The targeted section of Mountainview Drive is currently unimproved between College Street on the west and Villa Road on the east. Replacement of existing and proposed STOP signs on Mountainview Drive at College Street with a traffic signal is anticipated prior to Summer 2002. Left turn lanes are proposed to be installed this year.

ODOT suggests this new road for motorists to access the northern part of the City from the east end of town. The downtown area (intersection of Highways 99W and 219) will be affected next Spring/Summer for the Highway 99W reconstruction. The consulting team tasks will include the following:

- Perform a traffic study to determine storage lengths for turning lanes at this intersection. The traffic analysis is required in applying for the highway access permit. This task will require active coordination with ODOT. Fourteen-hour counts will be conducted at the Mountainview Drive at Highway 219 and Crestview Drive at Highway 219 intersections. Additional counts may be necessary at the Mountainview Drive at Villa Road and Crestview Drive at Villa Road intersections. These traffic counts will be used to develop 20-year projections for storage length analysis. Depending on the results of the analysis some impact may result on the nearby access points and some mitigation measures may be recommended. It has been determined that progression analysis will not be necessary to perform at this location.
- Provide design and construction plans per ODOT specification for traffic signal installation such as pole location, timing plans, detection loops, wiring, lighting, etc. It is anticipated that the City will provide AutoCAD or Microstation base drawings in English units. The consulting team will provide the City a copy of

the material and construction specifications in Corel WordPerfect format as part of the project bidding documents. The City anticipates to install the signal immediately after the road construction is completed.

Deliverables: Traffic Study, signal warrants, signal plans and specifications according to ODOT and City of Newberg standards.

Schedule: Anticipated completion date for the Traffic Study and signal warrants is July 6, 2001. The anticipated completion date for the signal construction plans and specifications is July 30, 2001.

Budget: $23,975.00

FIRM NAME	BUDGET
FCS	$15,375.00
Charbonneau Eng.	$ 8,600.00
Total	$23,975.00

Project B

This project is located half a mile north on College Street. The existing intersection at Foothills Drive has STOP signs as it approaches College Street. The consulting team will perform the following:

- Conduct a Traffic Study using fourteen-hour manual counts (6:00 AM to 8:00 PM) at the intersection of Highway 219 at Foothills Drive. Also, the consulting team will make recommendations to the City regarding other intersections that may be impacted and where additional traffic counts and analysis may be needed. The consulting team understands that 20-year analysis is required for projects impacting ODOT transportation facilities.
- Provide signal warrants per MUTCD and ODOT requirements.

Deliverables: Traffic Study and signal warrants according to ODOT and City of Newberg standards.

Schedule: Anticipated completion date for the Traffic Study and signal warrants is July 6, 2001.

Budget: $16,575.00

FIRM NAME	BUDGET
FCS	$12,975.00
Charbonneau Eng.	$ 3,600.00
Total	$16,575.00

Project C

Crater Lane is located to the west and parallel to Highway 219. A Traffic Study is required to support an application for inclusion of the Crater Lane area into the Urban Growth Boundary and eventually the City limits. The consulting team will perform the following:

- Determine the number of trips that will be generated according to the prospective land uses in the study area. Projected trips will be in terms of average daily and peak hour trips.
- Determine the levels of service considering existing counts and at build-out at the following intersections:
    1. Foothills Drive at Crater Lane
    2. Foothills Drive at Chehalem Drive
    3. Foothills Drive at College Street
    4. Main Street at Mountainview Drive
- Make recommendations based on the results of the above studies. The recommendations would include adding turn lanes, bike lanes, STOP signs, traffic signals, improving existing substandard streets and/or installing improvements noted in the City of Newberg Transportation System Plan.
- Attend public meetings to explain the results of the traffic study and to respond to questions. The consulting team will serve as support during the public meetings as determined by the City of Newberg for this project. These meetings will be coordinated by the City with the support of the consulting team if necessary. The consulting team members have made numerous public presentations in relation to this type of projects.

Deliverables: Traffic Study according to ODOT and City of Newberg standards. Attend public meetings as requested by the City of Newberg.

Schedule: The Traffic Study is anticipated to be completed by July 6, 2001.

Budget: $15,950.00

FIRM NAME	BUDGET
FCS	$11,975.00
Charbonneau Eng.	$ 3,975.00
Total	$15,950.00

Clarification of Work

(Part of Exhibit "A")

Pertains to "Project A - Mountainview Drive" Only

Xavier R. Falconi, P.E.

FALCONI CONSULTING SERVICES

Bachelor of Science, Civil Engineering
Registered Professional Engineer in Oregon and Florida

PAPERS AUTHORED

- Access Management: Relationship Between Developers, Local Governments and State Government (Institute of Transportation Engineers, 1991)
- ODOT Access Management Manual (co-authored, 1991)
- Oregon: Mobility in the 90's and Beyond (American Public Works Association, 1995)
- Effect of Access Management on the Design of Bicycle and Pedestrian Facilities (American Society of Civil Engineers, 1998)
- Integrating Access Management in the Design of Bicycle and Pedestrian Facilities (Third Access Management Conference in 1998, and at the 78th Annual Transportation Research Board meeting in Washington D.C. in 1999)

PROFESSIONAL MEMBERSHIP

- Transportation Research Board, Committee on Access Management
- Institute of Transportation Engineers (ITE), Vice President ITE Oregon Section
- Consulting Engineers Council of Oregon
- American Public Works Association

AWARD

- Distinguished Service Award, City of Lake Oswego

Mr. Falconi has over 17 years of diverse transportation engineering and transportation planning experience in public and private projects. In addition to over nine years of increasing responsibility with the Oregon Department of Transportation (ODOT), he managed the Transportation Division of the City of Lake Oswego, and has worked as a consultant since 1994. Mr. Falconi has been responsible for project development, design, construction, safety and maintenance of a wide variety of transportation projects throughout the State of Oregon. In support of public involvement programs, he has responded to questions from the news media, and has made numerous presentations to neighborhood associations, advisory committees and elected officials. He is now a member of a Transportation Research Board Committee developing a national access management manual.

RELEVANT PROJECT EXPERIENCE

- On-Call Transportation Engineering and Transportation Planning Services – City of Newberg
- Northside Road Alternatives Analysis – City of Newberg
- On-Call Transportation Engineering/Transportation Planning Services – City of Vancouver
- Willamette Shore Trolley – City of Lake Oswego/ODOT
- Statewide Access Management Program – ODOT
- Stafford Area Transportation Study/Access Management Plan – City of Lake Oswego
- SW Front to SW 13th on SW Clay Street – City of Portland/ODOT
- Rosemont Property Alternative Analysis – Portland Development Commission
- Transportation System Plan – City of North Plains/ODOT
- Neighborhood Traffic Management Program – City of Lake Oswego

CHARBONNEAU
ENGINEERING LLC

FRANK R. CHARBONNEAU, P.E., Principal
CHARBONNEAU Engineering LLC

EDUCATION	B.S. in Civil Engineering, Oregon State University, 1973
REGISTRATION	Registered, Civil and Traffic Engineer, States of Oregon and Washington

PREVIOUS POSITIONS

Oregon State Highway Division,
Assistant Regional Traffic Engineer,
Region 3, Roseburg, Oregon

City of Portland, Traffic Bureau,
Signal Design Engineer

Stevens, Thompson & Runyan, (CRSS, Group Engineers),
Seattle, Washington & Portland, Oregon

1988-Present CHARBONNEAU Engineering LLC
Portland, Oregon

EXPERIENCE

Frank Charbonneau, principal of CHARBONNEAU Engineering LLC, is a civil and traffic engineer with experience in analysis, design, management, and construction of street and highway related projects, including the design and installation of traffic signals, illumination, signing, and channelization.

His experience has included the performance and management of many transportation and civil engineering projects for public agencies, private firms, and developers. These projects have consisted of major traffic signal system designs, analyses, intersection design, comprehensive transportation safety studies, and traffic impact studies.

Some of the most recent projects have included work for the City of Tigard on the SW Walnut St./Tiedeman Ave. realignment and signal project, City of Lake Oswego (South Shore at McVey signal design/construction), City of Redmond and Redmond Public Schools (safety study for eight schools), Oregon State University Transportation Research Institute (safety studies for local agencies), Washington County (SW Baseline Rd. signal design), and Clark County (Skyview High School NW 139th Street signal design for Vancouver School District). Other experience includes determination of the transportation impact levels of several major private development type projects within the SE 164th Avenue corridor of Clark County and the determination of concurrency status.

One S.W. Columbia, Suite 1685, Portland, OR 97258 (503) 228-9507 FAX (503) 228-9509

CHARBONNEAU ENGINEERING LLC

Titus A. Reynolds, (EIT) Traffic Analyst
CHARBONNEAU Engineering LLC

EDUCATION

M.S. in Civil Engineering,
Portland State University

B.S. in Civil Engineering,
Portland State University

B.S. in Applied Science,
George Fox University

PREVIOUS EMPLOYMENT

Portland State University, Department of Civil Engineering
Research Assistant

Oregon Department of Transportation, Region 1, Portland, OR
Engineering Trainee

EXPERIENCE

Titus Reynolds (Engineering-In-Training) is a transportation analyst with experience in traffic data collection and analysis, computer modeling, highway design, and construction surveying and inspection.

He is experienced in the use of TRAFFIX Traffic Impact and Analysis Software, and has implemented the software in the analysis of the 164th Avenue Corridor for use in City of Vancouver projects.

He has worked on various projects with public agencies, private firms, and developers. Recent projects include traffic impact studies for the City of Vancouver and Clark County. Duties performed include traffic impact analyses, traffic safety studies, and sight distance studies.

As an Engineering Trainee with ODOT, he has prepared technical documentation such as project narratives, cost estimates, and project justifications. He has performed technical calculations for alignments, grades, superelevations, drainage, and quantities. He also has worked in the coordination of utilities, and mitigation of construction conflicts.

As a research assistant for Portland State University, he has worked on a number of transportation related research projects funded by ODOT and Tri-Met in which data collection, analysis, and documentation were primary responsibilities. Projects include corridor studies dealing with traffic safety and access management, and video for traffic monitoring and management.

PROJECT A – BUDGET

TASK	X. Falconi, PE (FCS)	F. Charbonneau, PE (CE)	T. Reynolds, EIT (CE)	Total
Traffic Analysis	$ 4,400	$ 880	$ 1,500	$ 6,780
Traffic Counts	$ 800	----	----	$ 800
Signal Design	$ 6,875	$1,280	$ 3,750	$11,905
Meetings/Coordination	$ 3,300	$ 440	$ 750	$ 4,490
Total	$15,375	$2,600	$ 6,000	$23,975

PROJECT B – BUDGET

TASK	X. Falconi, PE (FCS)	F. Charbonneau, PE (CE)	T. Reynolds, EIT (CE)	Total
Traffic Analysis	$ 6,400	$1,760	$ 3,000	$11,160
Traffic Counts	$ 975	----	----	$ 975
Signal Design	$ 6,775	$1,280	$ 3,750	$11,805
Meetings/Coordination	$ 3,960	$ 440	$ 750	$ 5,150
Total	$18,110	$3,480	$ 7,500	~~$29,090~~

$24,000 (XF)

PROJECT C – BUDGET

TASK	X. Falconi, PE (FCS)	F. Charbonneau, PE (CE)	T. Reynolds, EIT (CE)	Total
Traffic Analysis	$ 7,800	$ 440	$ 2,400	$10,640
Traffic Counts	$ 650	----	----	$ 650
Meetings/Coordination	$ 3,525	$ 385	$ 750	$ 4,660
Total	$11,975	$ 825	$ 3,150	$15,950

BILLING RATES

TEAM MEMBER	HOURLY RATE
Xavier Falconi, PE	$110.00
Frank Charbonneau, PE	$110.00
Titus Reynolds, EIT	$ 75.00
Clerical	$ 25.00

Exhibit "B"

Background Information

Pertains to "Project A - Mountainview Drive" Only

City of Newberg
Community Development Department
Engineering Division
Lower Floor, City Hall
414 East First Street
P.O. Box 970, Newberg, Oregon 97132
Tel: 503-537-1240 Fax: 503-537-1277
Correspondence Correspondence Correspondence Correspondence Correspondence Correspondence ...from the desk of Paul Chiu, P.E.

May 31, 2001

REQUEST FOR PROPOSALS

Project A: **Traffic Study & Signal Warrant/Design for Intersection at Mountainview Drive & College Street in "*Mountainview Drive Construction Project between College St. & Villa Rd.*"**

Project B: **Traffic Study & Signal Warrant for Existing Intersection at Foothills Drive & College Street**

Project C: **Traffic Study to Support Inclusion of Crater Lane Area into Urban Growth Boundary & City Limits**

The City of Newberg is requesting proposals from qualified traffic engineering consultants to perform traffic studies and signal warrants at College Street (Highway 219). The project sites are within the City limits except the last project. Construction is expected this summer. Please see attached maps and exhibits.

The **first project** will include approximately one half of a mile of minor arterial road construction with waterline relocation, storm and sanitary sewer installation. The targeted section of Mountainview Drive is currently unimproved between College Street on the west and Villa Road on the east. Replacement of existing and proposed "stop" signs on Mountainview Drive at College Street, with signalized intersection is anticipated prior to Summer 2002. Left-turn lanes are proposed and will be installed this year. Oregon Department of Transportation (ODOT) suggests this new road for motorists to access the northern part of the City from east end of town. The downtown area (intersection of Highways 99W & 219) will be affected next Spring/Summer for Highway 99W reconstruction. Consultant tasks will include the following:

- Perform a traffic study to determine the proper amount of storage at this intersection. The traffic analysis is required in applying for the highway access permit. So it is critical to get it done quickly. Interaction with ODOT is expected. 14-hour manual counts (6 a.m. to 8 p.m.) are required per ODOT at the intersection of Highway 219 @ Mountainview Drive, and Highway 219 @ Crestview Drive (as traffic may be diverted from this intersection to Mountainview Drive). Also, at any other intersections where traffic may be diverted from, such as Mountainview Drive @ Villa Road and Crestview Drive @ Villa Road, manual counts are necessary to obtain the most accurate expected traffic volumes at the new intersection. These counts will then be projected the design year (20 years) to determine adequate storage for the future. This will probably have some effect on the intersections and accesses in the vicinity of the required storage (such as right-in/out type of treatment). Progression analysis is not necessary at this location;

- Provide signal warrants per MUTCD/ODOT requirements;

- Provide design and construction plans per ODOT specification for traffic signal appurtenances (pole location, timing, detection loops, wiring, lighting, etc.) The City will provide an *AutoCad* or *MicroStation* base drawing in English units for the selected consultant. The consultant is also expected to provide the City a copy of the material and construction specifications in *Corel WordPerfect* format as part of the project bidding documents. The signals will probably be installed soon after the road construction.

The **second project** site is located approximately half a mile further north on College Street. The existing intersection at Foothills Drive has "stop" signs as it approaches College Street. Consultant tasks will include the following:

- Perform a traffic study using 14-hour manual counts (6 a.m. to 8 p.m.) at the intersection of Highway 219 @ Foothills Drive. Also, at any other intersections where traffic may be diverted from, to take advantage of signalized intersection, manual counts are necessary to obtain the most accurate expected traffic volumes at the existing intersection. Note that *Crater Elementary School* and *Chehalem Middle School* are located on Foothills Drive, west of College Street. ODOT will expect a 20-year traffic projection for the future;

- Provide signal warrants per MUTCD/ODOT requirements.

The **third project** site, Crater Lane, is located to the west and parallel to Highway 219. A traffic study is required to support an application for inclusion of the Crater Lane area into the Urban Growth Boundary and eventually the City limits. Consultant tasks will include the following:

- Given prospective uses in the study area, determine the number of trips generated. Trips should be both in terms of average daily and peak hour trips;

- Determine the level of service at least at the following intersections:

  Foothills Drive/Crater Lane
  Foothills Drive/Chehalem Drive
  Foothills Drive/College Street
  Main Street/Mountainview Drive

  The level of service calculations should consider existing traffic counts and traffic at build-out;

- Make recommendations based on the results of the above studies. Recommendations might include adding turn lanes, bike lanes, stop signs, traffic signals, improving existing substandard streets and/or installing improvements noted on the City's transportation system plan;

- Attend at least one public meeting to explain briefly the results of the traffic study and to answer questions.

The traffic studies and reports must be completed by July 6, 2001. Also, the signal warrants must be completed on the same day. The construction plans and specifications must be finalized by July 30, 2001. The City will not consider any proposals over $24,000 for each proposed project.

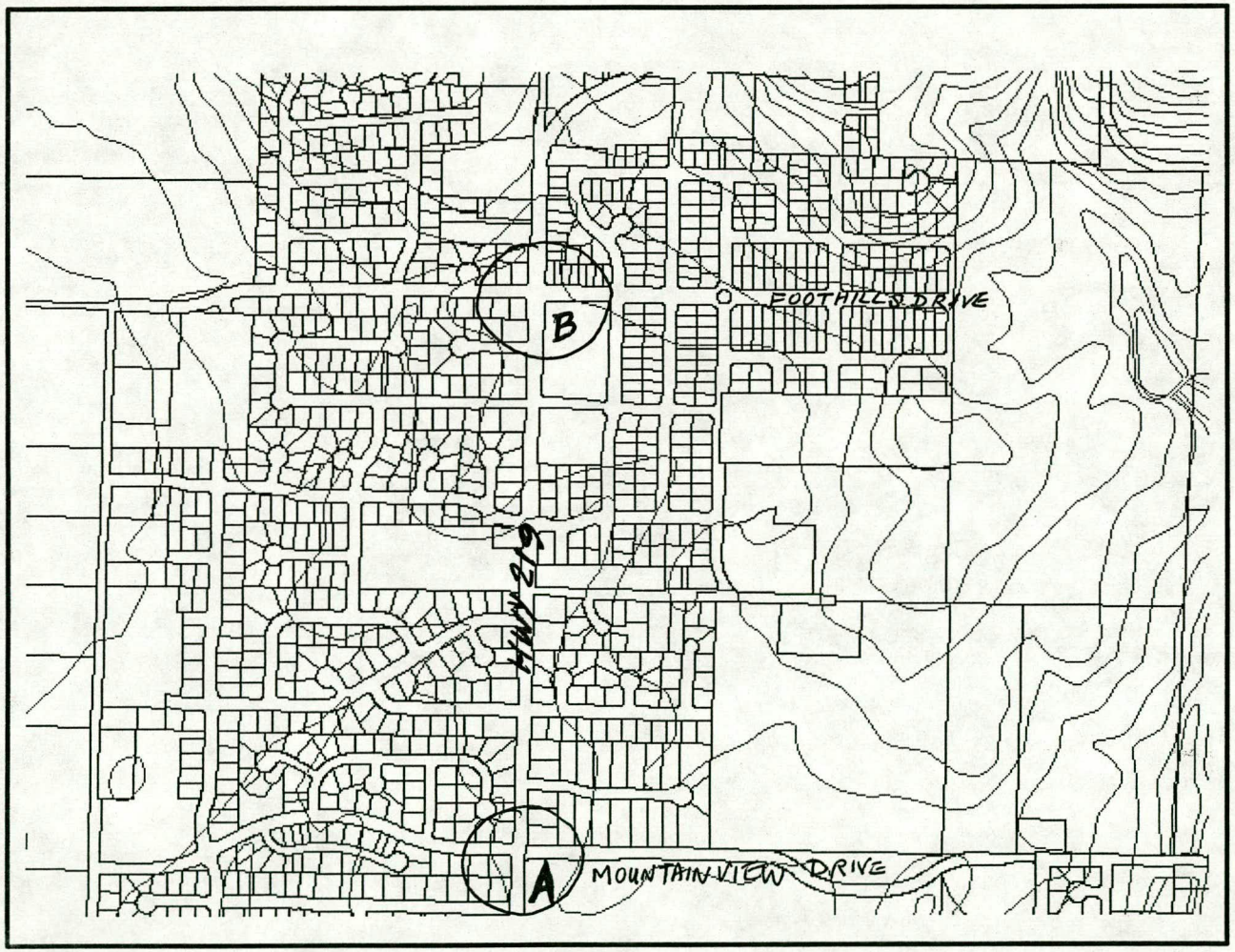
Proposals must be received by 4:00 p.m. on June 4, 2001. Consultants should submit one reproducible copy (so that more copies can be made for review panel) of the proposals on 8-1/2" x 11" paper. The proposals may be delivered by the following methods: (1) mailed to the Newberg Community Development Office, P.O. Box 970, Newberg, OR 97132; (2) hand delivered to Newberg City Hall, 414 E. First Street; or, (3) faxed to 503-537-1277. Proposals shall include: 1) statement of qualifications and references; 2) proposed work scope, approach/methodology, and schedule in detail; 3) description of finish products; and, 4) proposed itemized project budget. (Please provide separate budgets for each project.)

Following receipt of proposals, the City will select a preferred consultant based mainly on cost. The decision from the selection panel will be final. Work shall begin immediately after signing of service agreements.

The City appreciates your effort to submit proposals for consideration. Questions regarding this amended request shall be directed to Bob Knorr, *Civil Engineer* at 503-554-1631, or Paul Chiu, P.E., *Senior Engineer* at 503-554-1751. Specific questions on the third project may be directed to Barton Brierley, *City Planner* at 503-537-1212.

ESRI ArcExplorer 2.0

LOCATION MAP



river
TOPO
parcel

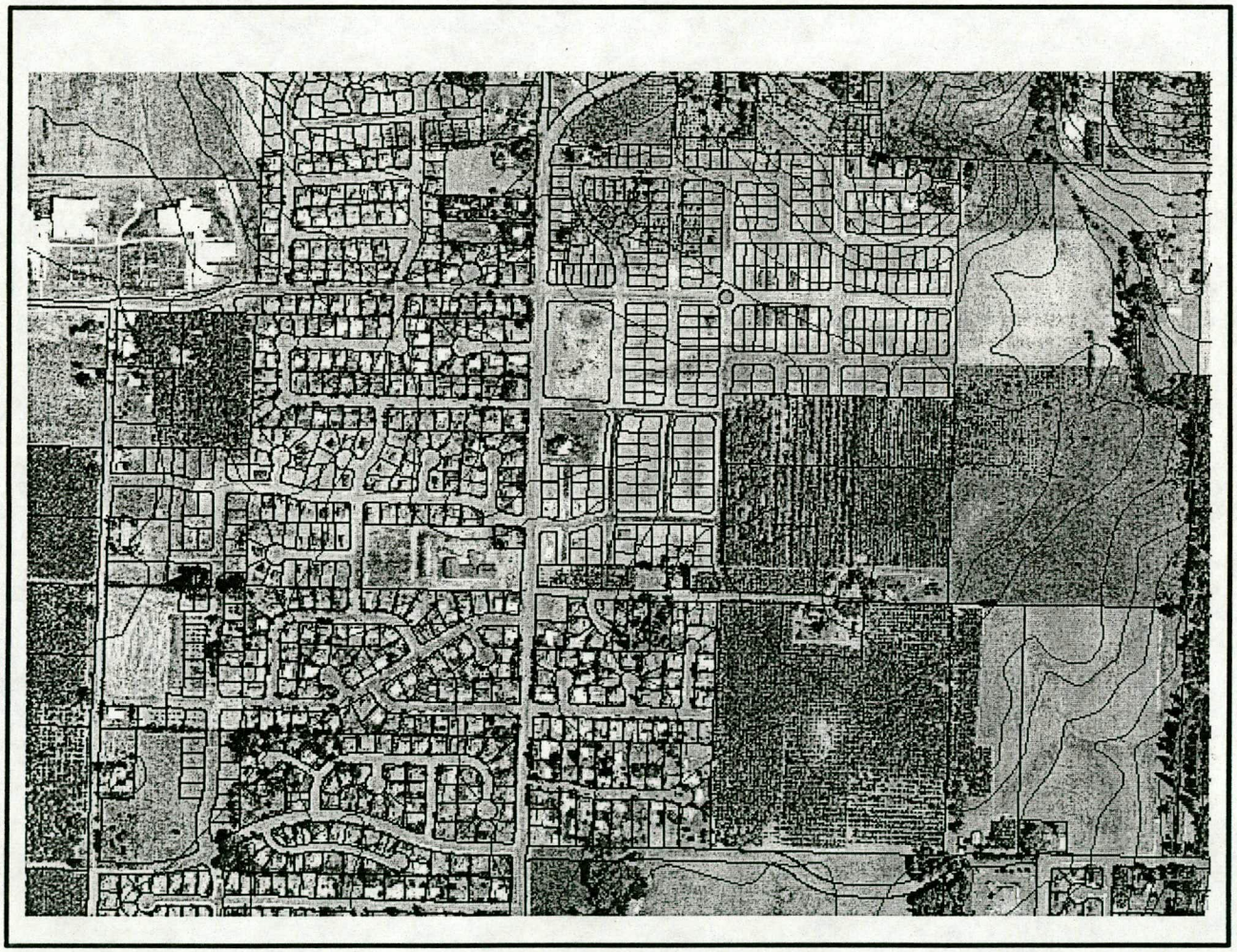
PROJECT LOCATION

N

Wednesday, May 23 2001

ESRI ArcExplorer 2.0

AERIAL MAP



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parcel

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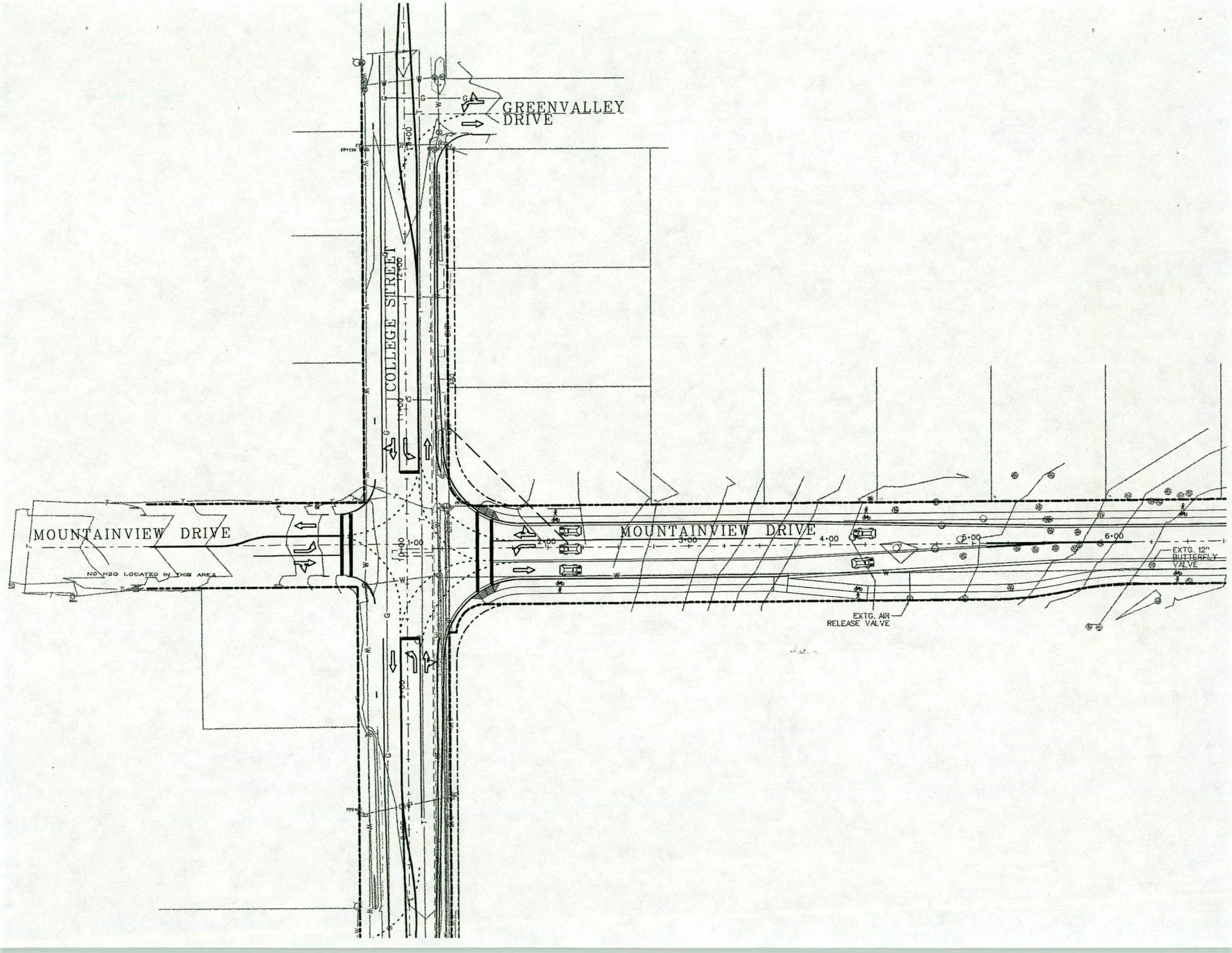
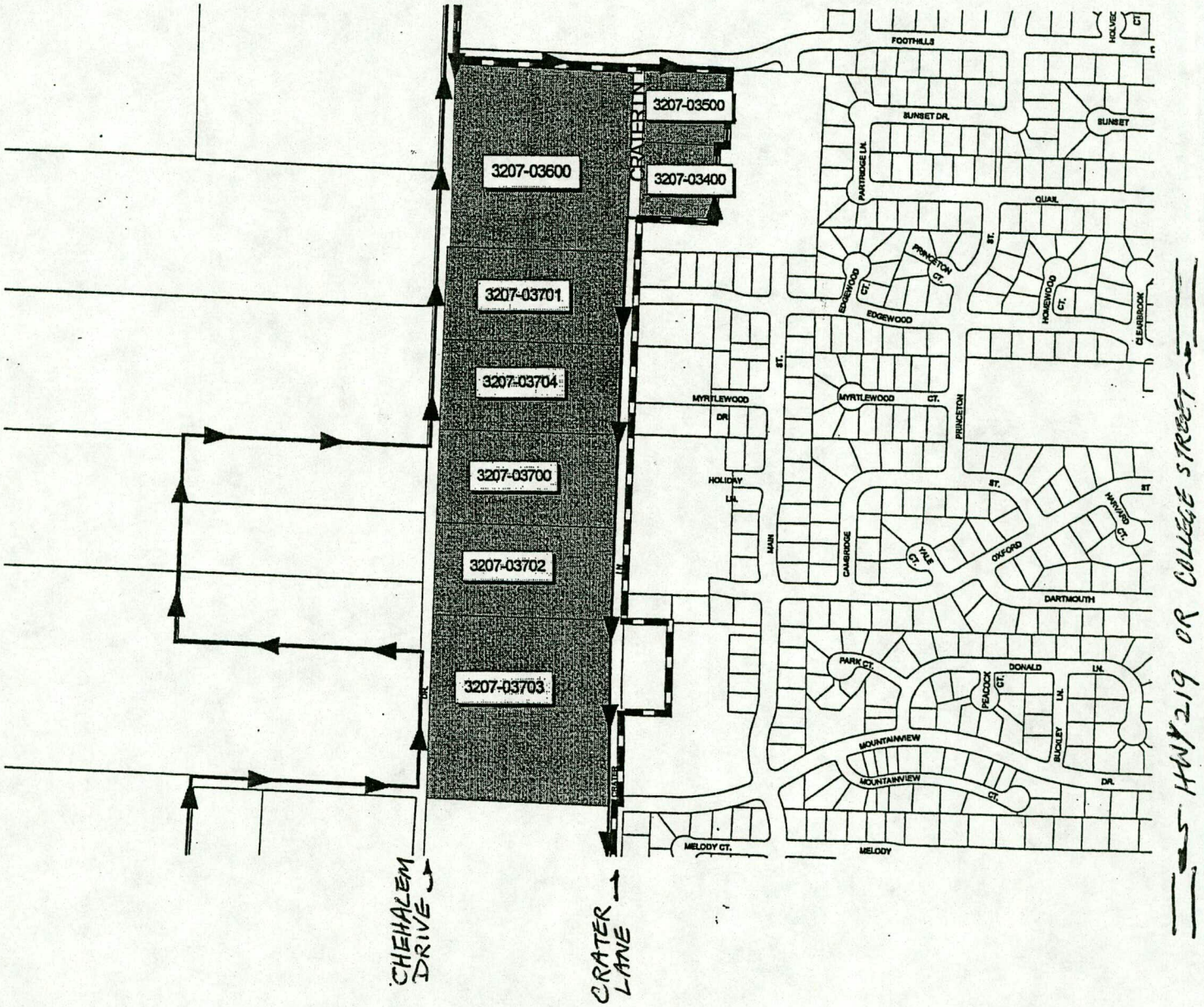
Wednesday, May 23 2001


GREENVALLEY DRIVE
COLLEGE STREET
MOUNTAINVIEW DRIVE
MOUNTAINVIEW DRIVE
NO H20 LOCATED IN THIS AREA
EXTG. AIR RELEASE VALVE
EXTG. 12" BUTTERFLY VALVE

Crater Lane
Urban Growth Boundary
Amendment



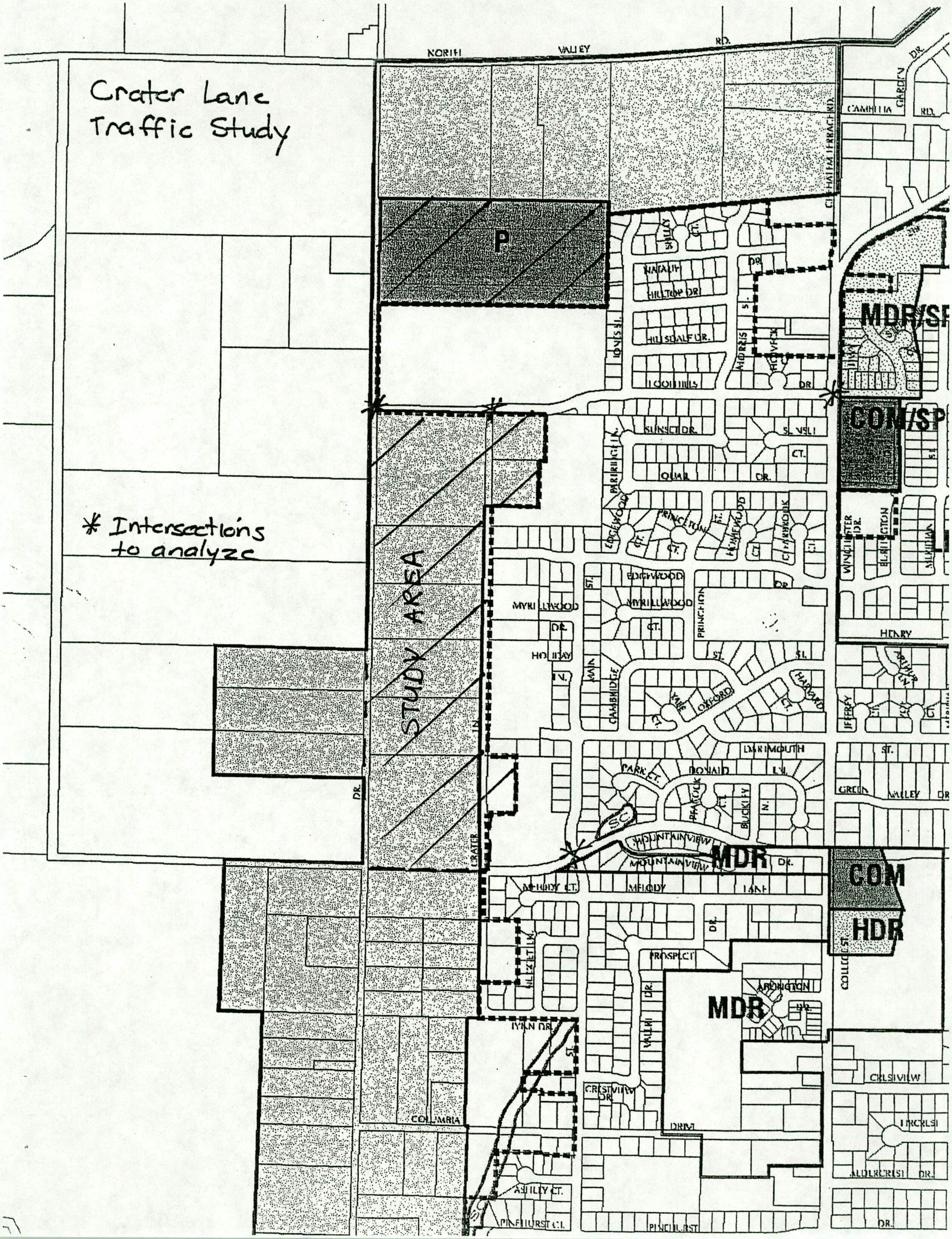
Urban Reserve Area Boundary

City limits boundary

N

W E

S


Crater Lane
Traffic Study
* Intersections
to analyze
STUDY AREA
NORTH VALLEY RD.
P
MDR/SP
COM/SP
MDR
COM
HDR
MDR
CRATER LN
COLUMBIA
HENRY
DARTMOUTH ST.
GREEN VALLEY DR.
MOUNTAINVIEW DR.
MELODY LANE
PROSPECT
PINEHURST

End of

Contract Document