



RESOLUTION 2007-028

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN CONTRACT WITH OTAK FOR THE DEVELOPMENT OF A CONCEPT PLAN FOR THE BROOKMAN ROAD AREA (ALSO KNOWN AS UGB EXPANSION AREA 54-55).

WHEREAS, Area 54-55 (Brookman Road) was brought into the UGB by Metro in 2002 and Metro Title 11 requires these areas be concept planned prior to being brought into a City and developed to urban standards; and

WHEREAS, after request for proposals and interviews, the consultant firm OTAK was selected as the most appropriate and qualified to assist the City in the development of concept plan for the Brookman Road area; and

WHEREAS, the City and consultant prepared a contract (Exhibit A) and finalized the scope (Exhibit A-1) and budget (Exhibit A-2) to ensure that a comprehensive review and plan for the Brookman Road area is developed that is both consistent with Metro Title 11 and meets the needs of the Sherwood Community; and

WHEREAS, Metro has allocated Construction Excise Tax ("CET") funds which will cover the proposed consultant budget; and

WHEREAS, it is in the best interest of the City of Sherwood and its residents to develop a concept plan for the Brookman Road area.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to sign the contract with OTAK which will officially kick-off the development of the Brookman Road Concept Plan.

Duly passed by the City Council this 3rd day of April, 2007.


Keith S. Mays, Mayor

ATTEST:


Sylvia Murphy, City Recorder



Home of the Tualatin River National Wildlife Refuge

**Community Development Division
Planning Department**
22560 SW Pine St.
Sherwood, OR 97140
503-925-2309

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: Brookman Road Concept Plan

CONTRACT PARTIES: **City of Sherwood** and **OTAK**
[hereafter called City] [hereafter called Consultant]

C.O.S. PROJECT MANAGER: Julia Hajduk

ACCOUNT #:	FUND #:	DEPT:	REV SOURCE:	JOB #:	PHASE:
VENDOR #:					

SCOPE of WORK: see attachment

SCHEDULE of WORK: effective date: 4/4/07 expiration date:

PAYMENT: City agrees to pay Consultant for the identified services a sum not to exceed 156,672 for the scope of work identified by attachment

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: OTAK
ADDRESS: 17355 SW Boones Ferry Road, Lake Oswego, OR 97035
VOICE: 503-699-2485
CONTACT: Michelle Stephens
TITLE: Project Manager

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-4 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: _____
signature date

CITY OF SHERWOOD APPROVALS

PROJECT MANAGER: _____
signature date

CITY ENGINEER: _____
signature date

CITY MANAGER: _____
signature date

ATTACH SCOPE OF WORK EXHIBITS

*City Council RES. 2007-028
Exhibit A*

STANDARD CONTRACT PROVISIONS

1. Access to Records

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

2. Audits

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

(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.

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

3. Effective Date and Duration

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

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

5. Early Termination of Agreement

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

(b) The City, on thirty (30) days written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the Consultant due to a breach by the City, then the City shall pay the Consultant as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by the Consultant, then the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by the Consultant, then the City may complete the work either itself, by agreement with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

- 8. Subcontracts and Assignment**
Consultant shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Agreement, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
- 9. Compliance with Applicable Law**
In connection with its activities under this Agreement, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.
- 10. Indemnity - Standard of Care**
If Consultant's services involve engineering or consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.
- 11. Insurance**
Consultant shall be licensed and comply with all State of Oregon laws and regulations.
- 12. Ownership of Work Product**
All work products of the Consultant, which result from this Contract are the exclusive property of the City. The City shall not use these products for other projects outside the scope of this Agreement without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.
- 13. Nondiscrimination**
Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
- 14. Successors in Interest**
The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
- 15. Severability**
The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Waiver**
The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.
- 17. Errors**
The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
- 18. Governing Law**
The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon.
- 19. Amendments**
The City and the Consultant may amend this Agreement at any time only by written amendment executed by the City and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in

Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.

20. License

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

21. Payment to Vendors and Sub-consultants

The Consultant shall timely pay all suppliers, lessors and sub-consultants providing it services, materials or equipment for carrying out its obligations under this Agreement. The Consultant shall not take or fail to take any action in a manner that causes the City or any materials that the Consultant provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Exhibits

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

a. List of Exhibits

Exhibit A – Scope of Work
Exhibit B – Fee Schedule

23. Merger Clause

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

24. Mediation

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



Community Development Division
Planning Department
Julia Hajduk, AICP
Project Manager
22566 Washington Street
Sherwood, OR 97140

Brookman Addition Concept Plan Scope of Work

Project

Project Description

The Brookman Addition Concept Plan study area boundaries include the existing city limits to the north, Brookman Road to the south, Highway 99W to the west, and properties located due east of Ladd Hill Road. The study area encompasses roughly 235 acres of rolling hills, floodplains, secondary forests, the former railroad station town of Middleton, and multiple rural residential properties. The concept plan will include a comprehensive review of the existing inventory of land use, Goal 5 resources, transportation, and public facilities, a market study, and survey the needs of current residents and property owners. The project will also identify future land uses, public facilities, including parks and open space, civic uses, and transportation corridors. Finally, the plan will be implemented through amendments to the comprehensive plan, zoning code, and public facility plans. The consultant will review existing and new finance strategies and provide recommendations to phase the funding of capital improvements. In coordination with the City the consultant will develop and implement a public involvement plan that will engage stakeholders, demonstrate a capacity for effective outreach and education methods, and provide multiple opportunities for formal and informal comments from the public to reach consensus on future development.

Funding for this project comes from Metro's Construction Excise Tax (CET) program. No state or federal grants are involved at this time.

Current Conditions

The City has worked extensively on Area 59 for the last two years, which is a new 85 acre mixed use neighborhood to the west of Highway 99W. In 2000, the City and Metro funded an urban reserve concept plan for URA 45 that encompassed a much larger area than the Brookman Addition (Area 54-55). Notwithstanding the City's participation in the Interstate 5 / Highway 99W Connector project the City has not started any other work related to the Brookman Addition.

Services Required

The core services required by the consultant team for this project include:

1. Inventory existing conditions, market, and policies.
2. Establish performance-based goals, objectives and evaluation criteria.
3. Develop concept plan alternatives in coordination with project stakeholders.
4. Refine draft concept plans.
5. Conduct traffic analysis of preferred alternatives.
6. Help the City select a preferred alternative based on results of traffic analysis, market study, existing conditions, conformance to evaluation criteria, and public comments.

Schedule

The project schedule and work plan is included in Appendix A.

City's Role

The project manager is Julia Hajduk, AICP, the Interim Planning Manager for the Planning Department. The job of the City's project manager is to work closely with the consultant team to answer questions, make contract related decisions, provide guidance, assist in coordination where needed, and act as a City staff liaison to the project steering committee. The project manager reports directly to Rob Dixon, PE, Community Development Director, who oversees building, planning, and engineering services. Rob is a core constituent in this process. The project manager will perform, coordinate, and delegate tasks identified in the Scope of Work to other City departments that require participation for a successful outcome.

All information that the City has will be made available to the consultant team selected for this project. This information includes public facility master plans, approved land use plans, and the prior concept plan. **Addendum A** is a list of related adopted local plans. Information will be provided in electronic form whenever possible.

Expectations about Written And Graphic Deliverables:

All written (text) deliverables are required both in hard copy and electronic version, with the electronic version to be completed in Microsoft Word and/or Adobe Acrobat PDF format. All graphic deliverables shall be provided in both hard copy and electronic format with the electronic version in either an Adobe Acrobat or other format agreed upon by both the City and the Consultant.

For the purposes of this project all deliverables for:

- The Project Team Meetings shall be due to the City one week prior to the scheduled meeting date, unless other arrangements are made.
- The Steering Committee shall be due to the City for electronic distribution one week before the scheduled meeting date, unless other arrangements are made.
- The Project Open Houses shall be delivered to the City for Review three days prior to the scheduled Open House Date, unless other arrangements are made.
- The City Council or Joint Work Session(s) shall be delivered to the City three weeks prior to the scheduled meeting dates, unless other arrangements are made.

The consultant shall provide City with draft versions of all project deliverables a minimum of three days prior to the distribution to the Steering Committee, Planning Commission, or City Council.

Objectives

- Provide for the orderly urbanization of the project area in terms of land use, transportation and service provision;
- Build upon the present opportunities and assets in the project area;
- Meet the relevant conditions of Metro Ordinance 02-969B, such as:
 - Complete the Title 11 planning work (accomplished through concept planning);
 - Apply the 2040 Growth Concept design types to the project area;
 - Recommend appropriate long-range boundaries for consideration by the Metro Council in future expansion of the UGB;
 - Adopt provisions in the Sherwood Zoning & Community Development Code (SZCDC) to ensure compatibility between urban uses in the project area and

- agricultural practices on adjacent lands outside the UGB zoned for farm or forest use;
 - Comply with the applicable provisions of Metro Functional Plan.
- Inventory and address the environmental and historic resources of the project area and surrounding areas in the concept plan;
- Involve local citizens, affected property owners, and the Sherwood School District (SSD) in the planning process;
- Coordinate with Washington County on any related projects including any transportation capital improvements, and updates to the Sherwood Community Plan; and
- Help City staff to present recommended concept plan to the Sherwood Planning Commission and City Council for review, approval, and adoption along with necessary amendments to the SZCDC, the TSP, public facility plans, and any other plans and policies that are needed to fully implement the plan.
- Develop a plan that can be integrated into the potential I-5 to 99W Corridor Improvements to support addressing the problem of inadequate transportation facilities in the outer southwest quadrant of the Portland metropolitan area to serve the growing demand for regional and intrastate travel access to the area's federal and state highways (I-5 and 99W), while considering the need for local arterial access to the state highway system.¹ This includes inter-agency coordination and efforts to address the needs identified by the I-5 to 99W Connector Project Steering Committee, including:
 - There is no efficient access or portal into and out of the Portland metropolitan area for state and regional through travel along Highway 99W.
 - There is inadequate multimodal connectivity in the state highway network for the outer southwest quadrant of the Portland metropolitan area.
 - Freight mobility in the outer southwest quadrant of the Portland metropolitan area is constrained and inefficient due to the lack of effective access to the state highway system and significant congestion conflicts on existing arterials.
 - Conflicts between through travel needs and local destination and access needs threaten the continued economic viability and livability of the town centers of Sherwood, Tualatin, Wilsonville and Tigard.
 - Due to high levels of congestion on routes intended to serve urban, freight and regional travel, rural land uses and roads in the project area are being infiltrated and adversely impacted by freight and regional traffic.
 - Existing and new industrial lands in the project area do not have effective access routes to the state highway system.

Task 1: Project Kick-Off

Objectives:

- Help City staff to develop a public involvement plan that ensures key stakeholders are involved in the project;
- Help City staff organize outreach to project area property owners;
- Establish a broad-based Steering Committee;
- Ensure coordination with WACO on any efforts regarding capital improvements.

Sub-Tasks:

- 1.1 City shall create a public involvement plan that ensures key stakeholders are involved in the project. The public involvement plan shall include a schedule

¹ I-5 to 99W Connector Project Purpose and Needs Statements, adopted November 22, 2006 by the project steering committee.

and program of activities of the Steering Committee (SC). The public involvement plan shall also include City maintained project webpage and web-based outreach.

- 1.2 City shall appoint a broad-based Steering Committee (SC) of people who represent various aspects of the Sherwood community and also includes members from affected agencies, such as the Sherwood School District, WACO, Clackamas County, Clean Water Services, Tualatin Valley Fire & Rescue and Tualatin Valley Water District. The SC and SC Chair will be appointed by the Mayor and endorsed by the City Council at a regular scheduled meeting and approved by resolution. The SC must include: two to three affected property owners, a Sherwood Planning Commission member, Sherwood City Councilor, representative from Sherwood School District, representative from Community Planning Organization (CPO) No. 5, and an at-large citizen of Sherwood. The City shall prepare a roster of the SC members that includes mailing address, phone number and email contact.
- 1.3 City shall organize outreach to project area property owners. The purpose of the outreach is to inform the property owners of the concept plan process, purpose, and schedule. The outreach shall also inform the property owners how they can be involved in the process.
- 1.4 City shall arrange for SC Meeting #1 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SC Meeting #1. The purpose of SC #1 is to define the role of the SC, as well as review the project base assumptions and public involvement plan with the SC. The Project Team shall meet prior to SC #1 to review the agenda and finalize specific materials to be presented and discussed. The SC members will learn of the project objectives, schedule, and SOW.
- 1.5 City shall prepare and maintain a roster of interested parties list for distribution of SC materials and other project related news.

Deliverables:

City:

1. Public Involvement Plan and schedule of SC meetings (Task 1.1)
2. Roster of SC members (Task 1.2)
3. Outreach to project area property owners (Task 1.3)
4. Attend Project Team meeting (Task 1.4)
5. Provide logistics and meeting summary for SC #1 (Task 1.4)

Consultant:

1. Attend Project Team meeting (Task 1.4)
2. Attend SC #1 (Task 1.4)

Schedule: Month #1

Task 2: Existing Conditions & Market Analysis

Objectives:

- Create project base maps;
- Develop project goals that meet the needs of City and stakeholders;
- Develop criteria, based on project goals and objectives, for evaluating alternatives.
- Collect data from relevant inventories and plans pertinent to development of the project area from City, Metro, CWS, and Washington County;

- Collect data from relevant rules and regulations pertinent to development of the project area;
- Collect data from plans outside the City, such as CWS plans for storm water sewer and sanitary sewer, TSPs from Sherwood, Washington County,, Metro's Regional Transportation Plan (RTP), and ODOT's Highway Plan;
- Survey historic resources per SHPO standards;
- Collect and review existing data on natural resources, endangered or threatened species, and use Metro's Goal 5 inventory as a baseline;
- Determine any data needs, conflicts and deficiencies in the above-listed documents, rules and regulations for concept planning of the project area;
- Determine the existing conditions and infrastructure needs for the future urbanization of the project area;
- Conduct a market study for the project area to determine feasibility of commercial, mixed-use, and light industrial projects.
- Consider plans, policies, and inventories (land use, transportation, natural resources, etc) outside of the project study area to inform the concept plan process, existing conditions analysis, and market study.

Sub-Tasks:

- 2.1 City shall provide GIS shape files, if not available through RLIS, and other relevant data in electronic format. There may be multiple base maps that focus on different aspects of the project area, such as natural features, existing conditions, Goal 5 protections, land use patterns, committed lands, ownership patterns, public facilities, and topography. Consultant shall develop the project base maps, including a buildable lands map, in electronic form, compatible with the City's GIS (ArcGIS v.8.0 .mxds and shape files), as well as hard copy. These maps must be included in the Existing Conditions Report.
- 2.2 City shall provide for Project Team review relevant documents (SZCDC, TSP, Sanitary Sewer Master Plan, Storm Water Master Plan, Water Master Plan, Metro's Goal 5 inventory, Metro's Urban Growth Management Functional Plan, the Regional Transportation Plan, Washington County Development Code, CWS plans, etc.) pertaining to the project area.
- 2.3 Consultant shall conduct a site visit to observe and inventory existing land use conditions, natural resources, and traffic patterns. City shall be responsible to obtain permission from property owners for necessary access onto private property.
- 2.4 Consultant shall collect and summarize weekday PM peak 2-hour (4:00 PM to 6:00 PM) turning movement counts at the intersections listed below::
 - a. Brookman Road/Ladd Hill Road
 - b. Brookman Road/Highway 99W
 - c. Brookman Road/Old Highway 99
 - d. Brookman Road/Middleton Road
 - e. Sunset Boulevard/Ladd Hill Road
 - f. Sunset Boulevard/Redfern Drive
 - g. Sunset Boulevard/Timbrel/Middleton Road

If historical traffic counts collected during the previous 2 years are not available at the study intersections, the Consultant will conduct new weekday PM peak 2-hour turning movement counts. Using this count data, the Consultant shall evaluate the existing intersection operations (v/c and Level of Service) for the study intersections.

Consultant shall develop future year 2030 turning movement volumes for the study intersections and evaluate the future intersection operations (v/c and Level of Service) for those intersections. Consultant shall use these analyses to project what the future transportation connections to the existing system

would look like and how they would operate. In determining 2030 volumes, Consultant shall use the 2030 VISUM travel demand model developed by Metro, Washington County, and the I-5 to 99W Connector Project team, which is Metro's latest travel demand model and is at a level of detail consistent with the City of Sherwood 2020 TSP travel demand model. The 2030 travel demand model will be updated to include roadway improvement projects identified in the City of Sherwood TSP. The baseline 2030 forecasts will be a no-build scenario for the project area (assuming new growth beyond existing conditions).

- 2.5 Consultant shall identify and document issues related to development, transportation and infrastructure from materials provided in Sub-Task 2.2 and knowledge gained from site visit/inventory (Sub-task 2.3). Consultant shall identify the infrastructure needs for urbanizing the project area and prepare a memo(s) that addresses the needs for:
 - water lines,
 - water sources,
 - sanitary sewer lines,
 - storm water sewer lines,
 - park lands, and
 - transportation (see sub-task 2.5)
- 2.6 Consultant shall review existing resource documentation such as National Wetland Inventory, Local Wetland Inventory, Metro Goal 5 info, Washington County Significant Natural Resources maps, NRCS Soil Survey, USGS, etc. Consultant shall also perform a field study in order to estimate the accuracy of the existing documents and assess other Plan Area resources. Consultant shall prepare a natural resources inventory report. The report shall include development constraints due to the presence of these resources.
- 2.7 Consultant shall collect findings from each project team member/infrastructure needs memo(s) and participating agencies to prepare and submit to SC an Existing Conditions Report documenting the data collection effort, summarizing existing conditions, transportation, infrastructure, policies and opportunities and addressing the 20-year future road operations. The Existing Conditions report shall include a Buildable Lands Map. Consultant shall incorporate findings and graphics into the Existing Conditions Report.
- 2.8 Develop preliminary goals/evaluation criteria of the concept plan alternatives for review and approval by the SC. Consultant shall develop a draft set of evaluative criteria by which the preliminary concept alternatives shall be evaluated. The evaluative criteria must be simple quantitative (e.g., "best meets performance standards") and qualitative (e.g., "is consistent with Sherwood Community Plan") measures. The evaluative criteria must include, but are not limited to: ease of service, environmental performance and consequences, infrastructure costs, transportation and performance (Level of Service and v/c Ratios as expressed in the City's TSP, the RTP, and the Oregon Highway Plan) and consistency with market study program.
- 2.9 Market study and strategy. The first step to defining the commercial/mixed-use and/or light industrial component is to set a vision and define a range of potential uses. The market study helps to benchmark probable demand in the short-term, but the market strategy will build upon that analysis to define a longer-term opportunity. The consultant shall define the commercial/light industrial program in terms of character, scale, density, and quality, using the information gathered from tasks above. The market study will include, at a minimum, information about: (a) the supply and demand for various commercial/mixed-use and light industrial uses; (b) the strengths and weaknesses of the site's location and ability to attract these uses; (c)

anticipated timing of commercial and light industrial development ; and (d) applicable economic development efforts.

- 2.10 City shall arrange for SC Meeting #2 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SC Meeting #2. The purpose of SC #2 is to share the existing conditions findings to date, market analysis, and to receive approval of the preliminary project goals/evaluation criteria. The Project Team shall meet prior to SC #2 to review the agenda and finalize specific materials to be presented and discussed. At this meeting, Consultant shall present findings from the infrastructure needs memo, market study, and the Existing Conditions Report as well as facilitate the discussion.

Deliverables:

City:

1. Provide GIS shape files/data for project base map (Task 2.1)
2. Provide relevant documents to Project Team (Task 2.2)
3. Obtain necessary property owner permissions for site visit (Task 2.3)
4. Logistics, agenda, copies of the existing conditions report, and minutes for Project Team Meeting #2 (Task 2.10)
5. Provide logistics and meeting summary for SC Meeting #2 (Task 2.10)

Consultant:

1. Create project area base maps (digital and hard copy) (Task 2.1)
2. Review relevant documents (Task 2.2)
3. Site Visit (Task 2.3)
4. Existing and Future Year 2030 No-Build Transportation Conditions (Task 2.4)
5. Collect v/c ratio analyses and level of service analyses (Task 2.4)
6. Infrastructure needs memo(s)(Task 2.5)
7. Natural Resources Report (Task 2.6)
8. Existing Conditions Report and Buildable Lands Map (Task 2.7)
9. Develop preliminary project goals and alternatives evaluation criteria (initial and revised) (Task 2.8).
10. A market strategy report, with materials supporting 2 to 3 alternative strategies, such as market studies, retail studies, and financial analysis. (Task 2.9)
11. Program and narrative describing the alternative commercial/mixed use and light industrial components. (Task 2.9)
12. Attend, Facilitate, and present at Project Team Meeting #2 (Task 2.10)
13. Attend SC #2 (Task 2.10)

Schedule: Month # 2-4

Task 3: Develop & Evaluate Concept Plan Alternatives

Objectives:

- Develop up to three alternatives for the project area with support of the project team, taking into account all previous work;
- Evaluate concept plan alternatives;
- Conduct interactive Open House and incorporate stakeholder feedback.

Sub-Tasks:

- 3.1 Project Team Design Charrette Part 1 - The Project Team shall meet in a half-day session to discuss pertinent issues from the Existing Conditions Report, market analysis, stakeholder and SC comments to determine the directions for the development and evolution of up to three alternative Concept Plans. At the conclusion of the Design Charrette Part 1, the consultant shall develop

and refine up to three sketch level alternative concept plans that include: land use pattern, transportation, natural resources and open space. The transportation element must include a street network and multi-modal concept. The street network must support the proposed development concept and conform to City, ODOT, and County intersection spacing standards.

- 3.2 Project Team Design Charrette Part 2 – The Project Team shall reconvene for a second half-day session to review the sketch-level alternative concept plans for consistency with the infrastructure and transportation needs, project goals and evaluation criteria. The Project Team shall determine additional refinements necessary to create the preliminary concept plan alternatives.
- 3.3 Consultant shall develop a Preliminary Concept Alternatives Report that provides a short written qualitative and quantitative analysis of each of the preliminary alternatives, how each alternative concept meets the evaluative criteria (Sub-Task 2.8), and identifies the opportunities, constraints, and issues associated with each preliminary alternative. Basic metrics (number of units, number of jobs, acres of open space, etc) shall be included in the Preliminary Concept Alternatives Report. The evaluation should include a planning level traffic operations analysis clarified further in sub-task 3.5.
- 3.4 City shall arrange for SC Meeting #3 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SC Meeting #3. The purpose of SC #3 is to share the Preliminary Concept Alternatives report and receive SC direction on further refinements to the preliminary alternatives prior to the transportation evaluation (sub-task 3.5 through 3.7). The Project Team shall meet prior to SC #3 to review the agenda and finalize specific materials to be presented and discussed. At this meeting, Consultant shall present the Preliminary Concept Alternatives report including the transportation evaluation as well as facilitate the discussion.
- 3.5 Consultant shall evaluate the efficacy of the transportation network in the preliminary alternatives. Consultant shall develop motor vehicle trip generation estimates for up to three land use alternatives and shall evaluate the traffic operations (v/c and Level of Service) for the intersections listed in Task 2.5 and all future major intersections (collector or arterial intersections) with Brookman Road and Highway 99W. Proposed new roads that are part of the primary network (arterial or collector roadways), as agreed upon by City, WACO, and ODOT shall also be analyzed to determine approximate traffic volume demands to guide sizing of the facilities (e.g. number of lanes) and identification of appropriate intersection controls for major intersections. Future intersections must comply with the City of Sherwood, Washington County, or ODOT access management and mobility standards, as appropriate. Should the future intersections not meet access management or mobility standards, Consultant shall propose mitigation to address the specific deficiency.
- 3.6 Consultant shall use the Sherwood and Washington County TSPs and Oregon Highway Plan as well as comprehensive plans to make initial assumptions about road designations, carrying capacity and traffic demand from surrounding land uses.
- 3.7 Consultant shall facilitate Open House #1 and develop the open house materials, displays, and feedback form. The purpose of open house #1 is to present the existing conditions analysis, goals and evaluation criteria, preliminary concept alternatives and preliminary concept alternatives report, as well as gain stakeholder input on the preliminary concept alternatives and suggested refinements. City shall arrange and provide logistics for the Open House. City shall be responsible for compiling open house feedback and providing a meeting summary to the SC and Project Team.

Deliverables:

City:

1. Attend Design Charrette Part 1 (Task 3.1)
2. Attend Design Charrette Part 2 (Task 3.2)
3. Logistics, agenda, copies of meeting materials, and minutes for Project Team Meeting #3 (Task 3.4)
4. Provide logistics and meeting summary for SC Meeting #3 (Task 3.4)
5. Provide logistics and meeting summary (including compilation of open house comments) for Open House #1 (Task 3.7)

Consultant:

1. Organize and facilitate Design Charrette Part 1 (Task 3.1)
2. Develop up to three sketch-level preliminary concept alternatives (Task 3.1)
3. Organize and facilitate Design Charrette Part 2 (Task 3.2)
4. Preliminary Concept Alternatives Report (Task 3.3)
5. Attend and present at Project Team Meeting #3 (Task 3.4)
6. Attend and present at SC Meeting #3 (Task 3.4)
7. Evaluate the efficacy of the transportation network (Task 3.5)
8. Initial assumptions for road designations (Task 3.6)
9. Assist organization of, attend, provide meeting materials, and facilitate Open House #1 (Task 3.7)

Schedule: Month 5-9

Task 4: Finalize Concept Plan

Objectives:

- Identify the preferred alternative from the preliminary alternatives developed in Task 3.
- Analyze the preferred alternative for traffic and transportation issues;
- Conduct interactive Open House and incorporate stakeholder feedback into recommended Concept Plan Alternative.
- Prepare a final Concept Plan for the project area that specifies a layout for the transportation system, other infrastructure and land use patterns. The Concept Plan must comply with policies for urban development specified in the relevant sources (i.e. Statewide Planning Goals, Metro Function Plan, etc.) and evaluated against the project criteria.

Sub-Tasks:

- 4.1 City shall arrange for SC Meeting #4 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SC Meeting #4. The purpose of SC #4 is to review the open house summary and feedback and receive final SC approval for the preferred concept plan alternative.
- 4.2 Based on SC and City direction, the Consultant shall refine the preferred concept plan alternative.
- 4.3 Draft Technical Transportation and Traffic memorandum - Consultant shall determine the relative effectiveness of the preferred alternative development concept on the transportation system and prepare a technical memorandum of these findings (similar to Task 3.5). Consultant shall review the standards for pedestrian and bicycle transportation and use these to conduct an evaluation of the performance of these modes on the network as well.
- 4.4 Consultant shall forward a copy of the Draft Technical Transportation and Traffic memorandum to City. After addressing one set of non-contradictory comments from City, Consultant shall forward to Project Team, which will review findings and provide feedback. Consultant shall facilitate the review and consolidate comments from the Project Team. Consultant shall

- summarize comments in written form and update the Technical Transportation and Traffic memorandum based on the comments.
- 4.5 Consultant shall prepare an Infrastructure Plan and cost estimate for primary water, sewer, storm water, and transportation infrastructure. Costs must be planning level cost estimates, such as those used in capital improvement plans. Consultant shall prepare a baseline plan and cost estimate for infrastructure that is common to all alternatives, i.e. the armature of trunk lines and facility improvements. Consultant shall describe and estimate the cost differentials for the infrastructure that is unique to the individual alternatives.
 - 4.6 Consultant shall prepare an analysis of the financial impact for each alternative. The Fiscal Impact Analysis must review infrastructure costs, financing options that could be provided by City, increased tax base potential, and other factors identified by City, SC, or others. The impact analysis will provide for dynamic modeling of the development programs, assessing impacts based on the anticipated timing of infrastructure and associated real estate products. In addition, the model will allow for testing of timing sensitivity as well as alternative infrastructure funding programs.
 - 4.7 Consultant shall facilitate Open House #2 and develop the open house materials, displays, and feedback form. The purpose of Open House #2 is to present the preferred concept alternative, Technical Transportation and Traffic Memorandum, Infrastructure Plan & costs, Fiscal Impact Analysis, and potential project area amenities. As well as gain stakeholder input on the preferred concept alternative, amenities, and suggested refinements to the preferred concept plan alternative. City shall arrange and provide logistics for the Open House. Consultant shall be responsible for compiling open house feedback and providing a meeting summary to the SC and Project Team.
 - 4.8 City shall arrange for SC Meeting #5 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SC Meeting #5. The purpose of SC #5 is to review the Technical Transportation and Traffic Memorandum, Infrastructure Plan & costs, Fiscal Impact Analysis, and the open house summary and feedback in order to gain a SC recommendation for the concept plan. Consultant shall make any final changes to the concept plan required by the SC's recommendation.

Deliverables:

City:

1. Provide logistics and meeting summary for SC Meeting #4 (Task 4.1)
2. Review and provide written comments on the Draft Technical Transportation and Traffic Memorandum (Task 4.3)
3. Distribute
6. Provide logistics and meeting summary (including compilation of open house comments) for Open House #2 (Task 4.7)
4. Provide logistics and meeting summary for SC Meeting #5 (Task 4.8)

Consultant:

1. Attend and present at SC Meeting #4 (Task 4.1)
2. Refine the preferred concept plan alternative (Task 4.2)
3. Draft Technical Transportation and Traffic Memorandum (traffic analysis must be conducted through an Oregon-registered professional civil or traffic engineer) (Task 4.3)
4. Distribute & Update Technical Transportation and Traffic Memorandum to the Project Team (after City review) (Task 4.4)
5. Infrastructure Plan and cost estimate (Task 4.5)
6. Fiscal Impact Analysis (Task 4.6)

7. Assist organization of, attend, provide meeting materials, and facilitate Open House #2 (Task 4.7)
8. Attend and present at SC Meeting #5 (Task 4.8)
9. Update Recommended Concept Plan (Task 4.8)

Schedule: Month 9-10

Task 5: Final Concept Plan, Amendments, and Adoption

Objectives:

- Adoption by the City Council of a Final Concept Plan
- Submission of the Concept Plan to Metro for acknowledgement
- Adoption of a Plan Text and Map Amendment (PTA) to the Sherwood Comprehensive Plan.

Sub-Tasks:

- 5.1 City shall arrange and facilitate a joint work session of the Planning Commission and City Council to present the SC's recommended concept plan. City shall record comments and identify any Concept Plan changes recommended by the Planning Commission or City Council. Consultant shall attend and present the Recommended Plan. The Consultant shall revise the Recommended Alternative as directed by the City.
- 5.2 The Consultant shall prepare the Final Concept Plan and Report. The Final Concept Plan & Report must:
 - 1 Include both text and graphics depicting the proposed land uses;
 - 2 Describe how the Concept Plan fits into the rest of the City, the region and the City's policies;
 - 3 Include recommended land use designations, a transportation plan, a local street pattern and infrastructure requirements;
 - 4 Include suggested changes to applicable City plans and codes;
 - 5 Include natural resource protection strategies;
 - 6 Outline the capital costs for service provision for the preferred alternative; and
 - 7 Present funding strategies for the development of the project area.
- 5.3 City shall propose changes to the Sherwood Comprehensive Plan and identify potential changes to other relevant city documents arising from the Concept Plan. City shall prepare an application for a Plan Text Amendment (PTA) to incorporate the Final Concept Plan into the Sherwood Comprehensive Plan and Map and recommend draft amendments to the Planning Commission for initial review based on existing ordinance language.
- 5.4 City shall present the proposed PTA to the Planning Commission before a public hearing for its recommendation to the City Council. Any recommended changes made by the Planning Commission shall be incorporated into the PTA.
- 5.5 Once Planning Commission recommendations are incorporated into the proposed PTA, City and Consultant shall present proposed PTA to the City Council at a hearing for consideration and adoption.
- 5.6 City shall submit the Concept Plan, all Comprehensive plan policy and map changes to Metro and DLCD for acknowledgement.

Deliverables:

City:

1. Logistics, agenda and minutes for joint City Council/Planning Commission work session (Task 5.1)
2. Develop materials relevant to the PTA application and adoption process (Task 5.3)

3. Present proposed PTA to the Planning Commission (Task 5.4)
4. Incorporate Planning Commission changes to the PTA application (Task 5.4)
5. Present proposed PTA to the City Council (Task 5.5)
6. Submittal of adopted plans for Metro and DLCD acknowledgement (Task 5.6)

Consultant:

1. Attend and present at joint City Council/Planning Commission work session (Task 5.1)
2. Revise the recommended alternative as directed by the City (Task 5.1)
3. Prepare the Final Concept Plan and Report (Task 5.2)
4. Present proposed PTA to the City Council (Task 5.5)

Schedule: Month 11-18 (if necessary)

Task 6: Project Management (City-only Task)

Objectives:

- Provide sufficient resources and controls to assure a well-managed project

Sub-Tasks:

- 6.1 City's project manager shall coordinate with the Community Development Director, City Engineer, City Manager and other management staff as needed to resolve issues during the course of the project.
- 6.2 City's project manager shall inform and involve the City Council during the course of the project.
- 6.3 City's project manager shall review all Consultant invoices with City Manager or Finance Director and approve for payment.
- 6.4 City's project manager shall telephone, e-mail or meet with Consultant as necessary to manage this project.
- 6.5 City's project manager shall prepare interim reports to City Manager and City Council.
- 6.6 City's project manager shall ensure adherence to the project Public Involvement Plan.

Deliverables:

City:

1. Approve Consultant invoices
2. Interim match reports
3. Final grant close out and match report

Schedule:

Throughout the project duration

Addendum A
Available Data and Resources

- City of Sherwood Southern Expansion Concept Plan(URA 44-45)
- Sherwood Comprehensive Plan (Part 2 -1991) and Zone Map (revised 2005)
- Sherwood Zoning & Community Development Code (2006)
- Water Master Plan (2005)
- Parks and Recreation Master Plan (2006)
- Local Wetlands Inventory (LWI) (1992)
- Tualatin Basin Goal 5 Inventory (2002)
- Raindrops to Refuge Watershed Action Plan (2003)
- Cultural Resources Inventory (1989)
- Transportation System Plan (2005)
- Area 59 Concept Plan (2006)

nary of Otak, Inc. and all subconsultants
 Project # 14156

	Description	Otak	DKS	ESA	Greenworks	Qamar	Johnson	Total Hours	Total
	Project Set-Up								
	Public Involvement Plan (City)	6						6	
	Appoint SC/Mailing List (City)								
	Property Owner Outreach	8						8	
a	Project Team Mtg. #1	8	5	4	2		2	21	
b	SC #1	9	2					11	
	Interested Parties List (City)								
	Existing Conditions & Market Analysis								
	Develop Base Maps	30			9			39	
	Doc. Review	50	6	6	9			71	
	Site Visit/Inventory	32	15	10	24			81	
	LOS Analysis (DKS)	2	80					82	
	Infrastructure Needs Analysis	54	23		45			122	
	Natural Resources Report	4		22				26	
	Existing Conditions Report	51	4		8			63	
	Preliminary Goals/Evaluation Criteria	18	9					27	
	Market Study and Strategy	7					78	85	
a	Project Team Mtg. #2	15	7		2			24	
b	SC #2	13						13	
	Develop and Evaluate Concept Plan Alternatives								
a	Design Charrette Part 1	43	6	4	4	8	5	70	
b	Up to 3 sketch level plan	82	7		6	20		115	
a	Design Charrette Part 2	43	4	4	4	8	5	68	
b	Refine sketch level alternatives (3 max)	40	5		4	4		53	
	Preliminary Alternatives Report	48	27		4			79	
a	Project Team Mtg. #3	10	5		2		2	19	
b	SC #3	14						14	
	Evaluate Transportation Network	2	72					74	
	Transportation Assumptions	8	12					20	
	Facilitate Open House #1	32	6				2	40	
	Finalize Concept Plan								
	SC #4	9						9	
	Refine Preliminary Preferred Concept Plan	26						26	

ary of Otak, Inc. and all subconsultants
 Project # 14156

	<i>Description</i>	Otak	DKS	ESA	Greenworks	Qamar	Johnson	<i>Total Hours</i>	<i>Total</i>
	Facilitate Open House #2	19						19	
a	SC #5	9	6					15	
b	Update Recommended Concept Plan	28	4					32	
	Final Concept Plan, Amendments & Adoption								
a	Joint Work Session	8	8				2	18	
b	Update Recommended Concept Plan	28	4					32	
	Final Concept Plan & Report	36	4					40	
	PTA (City)								
	PTA PC (City)								
	PTA Presentation CC	9						9	
	Submit for Acknowledgement (City)								
	<i>Total Hours</i>	873	417	50	123	40	153	1656	
	<i>Total Labor Cost</i>	\$76,874	\$38,705	\$5,118	\$9,910	\$5,000	\$17,270		
	<i>Direct Expenses</i>	\$1,000	\$1,500	\$200	\$495		\$600		
	<i>Subconsultant Administration</i>								
	Project Total	\$77,874	\$40,205	\$5,318	\$10,405	\$5,000	\$17,870		

City Council CES 2007-022
 Exhibit A-2

Brookman Addition Concept Plan

Fee Estimate

Summary of Otak, Inc. and all subconsultants

Otak Project # 14156

Task	Description	Otak	DKS	ESA	Greenworks	Qamar	Johnson	Total Hours	Total Budget by Task
1	Project Set-Up								
1.1	Public Involvement Plan (City)	6						6	\$462
1.2	Appoint SC/Mailing List (City)								
1.3	Property Owner Outreach	8						8	\$616
1.4.a	Project Team Mtg. #1	8	5	4	2		2	21	\$2,109
1.4.b	SC #1	9	2					11	\$894
1.5	Interested Parties List (City)								
2	Existing Conditions & Market Analysis								
2.1	Develop Base Maps	30			9			39	\$3,226
2.2	Doc. Review	50	6	6	9			71	\$7,358
2.3	Site Visit/Inventory	32	15	10	24			81	\$7,215
2.4	LOS Analysis (DKS)	2	80					82	\$7,384
2.5	Infrastructure Needs Analysis	54	23		45			122	\$10,929
2.6	Natural Resources Report	4		22				26	\$2,507
2.7	Existing Conditions Report	51	4		8			63	\$5,936
2.8	Preliminary Goals/Evaluation Criteria	18	9					27	\$2,531
2.9	Market Study and Strategy	7					78	85	\$6,884
2.10.a	Project Team Mtg. #2	15	7		2			24	\$2,289
2.10.b	SC #2	13						13	\$1,144
3	Develop and Evaluate Concept Plan Alternatives								
3.1.a	Design Charrette Part 1	43	6	4	4	8	5	70	\$7,190
3.1.b	Up to 3 sketch level plan	82	7		6	20		115	\$10,379
3.2.a	Design Charrette Part 2	43	4	4	4	8	5	68	\$6,980
3.2.b	Refine sketch level alternatives (3 max)	40	5		4	4		53	\$4,415
3.3	Preliminary Alternatives Report	48	27		4			79	\$7,211
3.4.a	Project Team Mtg. #3	10	5		2		2	19	\$1,815
3.4.b	SC #3	14						14	\$1,209
3.5	Evaluate Transportation Network	2	72					74	\$6,544
3.6	Transportation Assumptions	8	12					20	\$1,676
3.7	Facilitate Open House #1	32	6				2	40	\$3,641
4	Finalize Concept Plan								
4.1	SC #4	9						9	\$684
4.2	Refine Preliminary Preferred Concept Plan	26						26	\$2,036
4.3	Draft Technical Transportation Memo	4	43					47	\$4,183
4.4	Revised Technical Transportation & Traffic Memo	4	27					31	\$2,703
4.5	Infrastructure Needs Analysis - cost	58	26					84	\$8,226
4.6	Fiscal Impact Analysis	6					57	63	\$8,402