



RESOLUTION 2009-007

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH ANGELO PLANNING FOR THE DEVELOPMENT OF A CONCEPT PLAN FOR AREA 48

WHEREAS, Area 48 was brought into the UGB by Metro in 2004 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 Angelo Planning was selected as the most appropriate and qualified to assist the City in the development of concept plan for Area 48; and

WHEREAS, the City and consultant prepared a contract (Exhibit A) and finalized the scope with fee schedule (Exhibit A-1) to ensure that a comprehensive review and plan for Area 48 (Exhibit A-2) 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 in the amount of \$208,440 which will cover the proposed consultant budget; and

WHEREAS, the project has been separated into two phases with Phase I occurring in the 2008-2009 fiscal year and Phase II occurring in the 2009-2010 fiscal year; and

WHEREAS, the entire concept planning contract, Phase I and Phase II, has been awarded to Angelo Planning Group; and

WHEREAS, an additional contract will be negotiated for Phase II after the 2009-2010 fiscal year budget has been established; and

WHEREAS, it is in the best interest of the City of Sherwood and its residents to develop a concept plan for Area 48.

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

Section 1. The City Manager is authorized to sign the contract for Phase I (\$47,040) with Angelo Planning which will officially kick-off the development of Area 48.

Duly passed by the City Council this 20th day of January 2009.


Keith S. Mays, Mayor

ATTEST:


Sylvia Murphy, City Recorder



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

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME: Area 48 Concept Plan

CONTRACT PARTIES: City of Sherwood
[hereafter called City]

and

Angelo Planning Group
[hereafter called Consultant]

C.O.S. PROJECT MANAGER: Heather Austin

ACCOUNT #: 6190

FUND #: 1

DEPT: 50

REV SOURCE:

JOB #: 6003

PHASE:

VENDOR #: 10863

SCOPE of WORK: see attachment

SCHEDULE of WORK: effective date: 12/1/08

expiration date: 3/1/10

PAYMENT: City agrees to pay Consultant for the
identified services for Phase I a sum not
to exceed

47,040

for the scope of work
identified by attachment

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM: Angelo Planning Group
ADDRESS: 921 SW Washington Street Suite 468
VOICE: 503-224-6974
CONTACT: Frank Angelo
TITLE: Principal/Project Manager

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-5 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

**COMMUNITY DEVELOPMENT
DIRECTOR:**

signature

date

CITY MANAGER:

signature

date

ATTACH SCOPE OF WORK EXHIBITS

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 Contract at any time in the course of the Contract 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 Contract** 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 Phase I of this Contract.

5. Early Termination of Contract

(a) The City and the Consultant, by mutual writing, may terminate this Contract at any time.

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

(c) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract 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 Contract 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 Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, 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 Contract** hereof, by the City due to a breach by the Consultant, 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 Contract**, hereof, by the City due to a breach by the Consultant, the City may complete the work either itself, by Contract 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 Contract** 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 Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** 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 Contract, 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 Contract, 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 Contract, 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 planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning 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. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall hold City harmless from and indemnify City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities, or services in the course of performing this Contract.

11. Insurance

Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, the City, its Councilors, officers, agents, and employees. Unless modified by the City Manager, coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall name the City as an additional insured. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Unless modified or waived by the City Manager, Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Upon request, Consultant shall furnish the City certificates evidencing the date, amount, and type of insurance required by this contract.

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 Contract 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, without regard to conflicts of laws principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon. Any trial will be to the court without a jury.
19. **Amendments**
The City and the Consultant may amend this Contract 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 Community Development Director 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 Community Development Director 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 Contract, the Consultant shall provide professional registration number in the space provided on page one of this Contract, if required by the City.
21. **Payment to Vendors and Sub-consultants**
Consultant must promptly pay any persons supplying labor or material to Consultant in its performance of the work under this Contract. Consultant will not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to Consultant.
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 1 – Scope of Work
Exhibit 2 – 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 Contract 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 Contract 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.
25. **Miscellaneous Terms**

- a. Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.
- b. Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.
- c. Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- d. Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors.
- e. Income Tax Withholding. In accordance with ORS 316.167, Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees.

[SIGNATURES ON COVER PAGE TO CONTRACT]

Scope and Fee Schedule for Area 48 Concept Plan- Phase I

Consultant: Angelo Planning Group
January 12, 2009

Phase I

Task 1: Project Kick-Off

Objectives:

- Develop a public involvement plan that ensures key stakeholders are involved in the project;
- Organize outreach to project area property owners;
- Establish a Stakeholder Advisory Committee (SAC), Technical Advisory Committee (TAC) and Steering Committee (SC);
- Ensure coordination with Washington County on any efforts regarding capital improvements.
- Develop draft project goals and objectives.

Sub-Tasks:

- 1.1 The City shall create a public involvement plan that ensures key stakeholders and agencies are involved throughout the project. The public involvement plan shall include a schedule and program of activities of the Stakeholder Advisory Committee (SAC), Technical Advisory Committee (TAC) and Steering Committee (SC). The public involvement plan shall also include a City maintained project webpage and web-based outreach.
- 1.2 City shall appoint the SAC with members who represent various aspects of the Sherwood community and the TAC with members from affected agencies, such as the City of Tualatin, WACO, Clackamas County, Clean Water Services, Tualatin Valley Fire & Rescue and Tualatin Valley Water District. The SC will be comprised of the Planning Commission, who will allocate time at regular meetings for discussion and review of the concept plan.
- 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 SAC, TAC and SC Meeting #1 and take minutes of the meetings. City shall copy and distribute the agenda and materials, for SAC, TAC and SC Meeting #1. The

purpose of the first meetings is to define the role of the SAC, TAC, and SC as well as review the project context, base assumptions and public involvement plan with the committees. The Project Team (including the Consultant Team Project Manager via phone) shall meet prior to the first meeting to review the agenda and finalize specific materials to be presented and discussed. The SAC, TAC and SC members will learn of the project objectives, schedule, and Statement of Work.

- 1.5 City shall prepare and maintain a roster of interested parties list for distribution of committee materials and other project related news.
- 1.6 Draft project goals and objectives.

Deliverables:

City:

1. Public Involvement Plan and schedule of committee meetings (Task 1.1)
2. Roster of SAC, TAC and SC members (Task 1.2)
3. Outreach to project area property owners (Task 1.3)
4. Coordinate, attend and facilitate Project Team meeting #1 (Task 1.4)
5. Coordinate, attend and facilitate SAC, TAC and SC #1 (Task 1.4)
6. Provide logistics and meeting summary for SAC, TAC and SC #1 (Task 1.4)
7. Draft project goals and objectives (Task 1.6).

Consultant:

1. Attend Project Team Meeting #1 (Task 1.4)
2. Attend SAC and TAC #1 (Task 1.4)
3. Available for Task 1 coordination and review of project materials prepared by the City.

Consultant Task 1 Budget:

- o \$2,040.00 for Consultant Team Project Manager (Angelo Planning Group)
- o Total Task 1 = \$2,040.00

Schedule: Month 1 (December 2008)

Task 2: Existing Conditions & Market Analysis

Objectives:

- Create project base maps;
- Develop project goals that meet the needs of City and stakeholders;
- Develop evaluation 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;
- Collect data from the City's Economic Development Strategy;
- 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 utilize GIS shape files to create 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. City shall develop the project base maps, including a buildable lands map, in electronic form. These maps will be included in the Existing Conditions Report.
- 2.2 City shall provide for Project Team review of relevant documents (SZCDC, TSP, Sanitary Sewer Master Plan, Storm Water Master Plan, Water Master Plan, Metro's Goal 5 inventory) pertaining to the project area.

- 2.3 City 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 conduct an Existing Transportation Conditions Review for Area 48, which will be based upon data available in the City of Sherwood Transportation System Plan, the I-5 to 99W Connector Project 2030 Baseline Report, and the North Adams Avenue Concept Plan. The consultant shall summarize existing transportation conditions within the study area for the following transportation features:
- Existing Street Network Conditions (including functional classification, existing traffic volumes and conditions, existing traffic control devices, etc...)
 - Pedestrian and Bicycle Network
 - Public Transit

The consultant shall rely on existing information to summarize weekday PM peak 2-hour (4:00 PM to 6:00 PM) turning movement counts at the intersections listed below:

- a. Oregon Street and Tonquin Road;
- b. Oregon Street and Tualatin-Sherwood Road;
- c. Oregon/Murdock Roundabout;
- d. Tualatin-Sherwood and 124th;
- e. Tualatin-Sherwood and Cipole

If historical traffic counts collected during the previous 2 years are not available at the study intersections, the Consultant will request that the City collect new weekday PM peak 2-hour turning movement counts at the missing locations. Using this count data, the Consultant shall utilize the Synchro files prepared for the various existing studies to summarize the existing intersection operations (v/c and Level of Service) for the study intersections.

2030 No-Build

Consultant shall rely upon the 2030 VISUM travel demand model developed by Metro, Washington County, and the I-5 to 99W Connector Project team as the basis for the 2030 No-Build transportation scenario for Area 48. The consultant shall summarize in a technical memorandum the results of the 2030 travel demand model documented in the I-5 to 99W Connector Study as they relate to the Area 48 study area. This will include

anticipated 2030 traffic volumes, level of service at study intersections, assumed transportation improvements and the land use assumptions contained in this model for Area 48.

- 2.5 City 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). City shall utilize existing conditions report to identify gaps in information that need to be addressed further. City 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 2.4)
- 2.6 City 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. City shall prepare a natural resources inventory report. The report shall include development constraints due to the presence of these resources.
- 2.7 Consultant shall prepare an Economic Conditions Background Document that includes the following:
 - Area 48 Property Ownership Patterns and Land Values
 - Social Characteristics of the Community
 - Population and Employment Growth Trends
 - Real Estate Market Conditions
 - Industrial User Types and Area Economic Features
- 2.8 City shall collect findings from each project team member/infrastructure needs memo(s) and participating agencies to prepare and submit to the SAC, TAC and 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. City shall incorporate findings and graphics into the Existing Conditions Report.
- 2.9 Develop preliminary goals/evaluation criteria of the concept plan alternatives for review and approval by the SAC, TAC and SC. City 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.

- 2.10 City shall arrange for SAC, TAC and SC Meeting #2 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SAC, TAC and SC Meeting #2. The purpose of SAC, TAC and SC #2 is to share the existing conditions findings to date and solicit input regarding local observations that may be in conflict with staff findings. In addition, SAC and TAC shall review preliminary project goals/evaluation criteria. The Project Team shall meet prior to SAC, TAC and SC #2 to review the agenda and finalize specific materials to be presented and discussed. The Consultant Team Project Manager shall attend this Project Team meeting and SAC and TAC meetings #2. At this meeting, City shall present findings from the infrastructure needs memo and the Existing Conditions Report as well as facilitate the discussion.
- 2.11 City shall arrange for SAC, TAC and SC Meeting #2A if all tasks in Meeting #2 are not completed. The City shall take minutes of the meeting. City shall copy and distribute the agenda and materials for SAC, TAC and SC Meeting #2A.
- 2.12 City shall facilitate Open House #1, develop open house materials, displays, and feedback form. The purpose of Open House #1 is to present the Existing Conditions Report as well as the goals and evaluation criteria to the public and solicit feedback prior to the design charrettes. City shall arrange and provide logistics for Open House #1. City shall be responsible for compiling open house feedback and providing a meeting summary to the SC, TAC and Project Team. Consultant Team Project Manager shall attend Open House #1.

Deliverables:

City:

1. Provide relevant documents to Project Team (Task 2.2)
2. Obtain necessary property owner permissions for site visit (Task 2.3)
3. Create project area base maps (digital and hard copy) (Task 2.1)
4. Review relevant documents (Task 2.2)
5. Site Visit (Task 2.3)
6. Natural Resources Report (Task 2.6)

7. Existing Conditions Report and Buildable Lands Map (Task 2.7)
8. Develop preliminary project goals and alternatives evaluation criteria (initial and revised) (Task 2.8).
9. Provide logistics, agenda, copies of the existing conditions report, and minutes for Project Team Meeting #2 (Task 2.9).
10. Attend, Facilitate, and present at Project Team Meeting #2 (Task 2.9)
11. Provide logistics and meeting summary for SAC, TAC and SC Meeting #2 (Task 2.9)
12. Attend, facilitate and present at SAC, TAC and SC #2 (Task 2.9)
13. Provide logistics and meeting summary for SAC, TAC and SC Meeting #2A (if needed) (Task 2.10)
14. Attend, facilitate and present at SAC, TAC and SC #2A (if needed) (Task 2.10)
15. Provide logistics and meeting summary (including compilation of feedback forms) for Open House #1 (Task 2.11).

Consultant:

1. The Existing Conditions and 2030 No-Build information will be documented in Transportation Technical Memorandum #1, which will constitute the 2030 No-Build (baseline) conditions for Area 48. (Task 2.4)
2. Economic Conditions Background Document (Task 2.7)
3. Consultant Team Project Manager shall attend Project Team Meetings and PSAC meetings #2 and #2A if necessary (Task 2.10 and 2.11)
4. Consultant Team Project Manager shall attend Open House #1 (Task 2.12)
5. Provide review of City Existing Conditions reports.

Consultant Task 2 Budget:

- \$4,760.00 for Consultant Team Project Manager and Project Planner (Angelo Planning Group);
- \$5,760.00 for Transportation Analyst (DKS Associates)
- \$5,760.00 for Economic Development Analyst (Leland Consulting Group)
- \$2,880.00 for Public Facilities Analysts (CH2M)
- Total Task 2 = \$19,160.00

Schedule: Months 2-5 (January-April 2009)

Task 3: Develop 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.

Sub-Tasks:

- 3.1 Project Team Design Charrette Part 1 - The Project Team and consultant team shall meet in a half-day session to discuss pertinent issues from the Existing Conditions Report, stakeholder and SAC, TAC and SC comments to determine the directions for the development and evolution of up to three alternative Concept Plans. The Design Charrette Part 1 shall include a market analysis/identification of the appropriate mix of industrial/ retail/commercial uses. 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.

Deliverables:

City:

1. Attend Design Charrette Part 1 (Task 3.1)
2. Attend Design Charrette Part 2 (Task 3.2)

Consultant:

1. Review existing conditions report, goals and criteria and Open House summary report;
2. Organize and facilitate Design Charrette Part 1 (Task 3.1);
3. Develop up to three sketch-level preliminary concept alternatives (Task 3.1);
4. Organize and facilitate Design Charrette Part 2 (Task 3.2)

Consultant Task 3 Budget:

- \$6,120.00 for Consultant Team Project Manager and Project Planner (Angelo Planning Group);
- \$5,760.00 for Transportation Analyst (DKS Associates)
- \$5,760.00 for Economic Development Analyst (Leland Consulting Group)
- \$7,200.00 for Project Master Planners and Public Facilities Analyst (CH2M)
- Total Task 3 = \$24,8400.00

Schedule: Months 6-7 (May-June 2009)

Phase I Tasks (1-3)

Task	Consultant Deliverable	Amount Per Task	Completion
1	Project Kick-Off	\$2,040	December 2008
2	Existing Conditions Analysis	\$19,160	March 2009
3	Develop Concept Plan Alternatives	\$24,840	June 2009
	Task 1 -3 Expenses	\$1,000	
	Task 1 -3 Total	\$47,040	

Total by Firm (Phase I)

- Angelo Planning Group: \$13,320.00
- DKS Associates: \$11,720.00
- Leland Consulting Group \$11,720.00
- CH2M Hill: \$10,280.00
- Total Phase I \$47,040.00

Map of Study Area 48

