



RESOLUTION 2009-055

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH ANGELO PLANNING GROUP FOR THE DEVELOPMENT OF PHASE II OF THE TONQUIN EMPLOYMENT AREA (AREA 48) CONCEPT PLAN

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 Group 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 was separated into two phases with Phase I complete as of June 2009 and Phase II occurring in the 2009-2010 fiscal year; and

WHEREAS, the total contract amount for Phase I was \$47,040 and the total contract amount is \$130,880 for a total project consultant cost of \$177,920; and

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

WHEREAS, this resolution authorizes only the Phase II contract amount of \$130,880; and

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

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

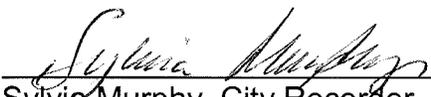
Section 1. The City Manager is authorized to sign the contract for Phase II (\$130,880) with Angelo Planning Group which will officially commence Phase II of this concept plan project.

Duly passed by the City Council this 21st day of July 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: Tonquin Employment Area (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/Julia Hajduk

ACCOUNT #: 6190 **FUND #:** 1 **DEPT:** 50 **REV SOURCE:** **JOB #:** 6003 **PHASE:** 1

VENDOR #: 10863

SCOPE of WORK: see attachment

SCHEDULE of WORK: effective date: 7/1/09 expiration date: 7/1/10

PAYMENT: City agrees to pay Consultant for the identified services for Phase II a sum not to exceed **130,880** for the scope of work included below

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]

Phase II Scope of Work- Area 48

Task 4: Evaluate Concept Plan Alternatives

Objectives:

- Evaluate concept plan alternatives;
- Conduct interactive Open House and incorporate stakeholder feedback.

Sub-Tasks:

- 4.1 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 4.3.
- 4.2 City shall arrange for SAC, TAC and SC Meeting #3 and take minutes of the meetings. City shall copy and distribute the agenda and materials, for SAC, TAC and SC Meeting #3. The purpose of SAC, TAC and SC #3 is to share the Preliminary Concept Alternatives report and receive input on further refinements to the preliminary alternatives prior to the transportation evaluation (sub-task 4.3 through 4.5). Consultant shall present alternatives and facilitate SAC, TAC and SC #3. The Project Team shall meet prior to SAC, TAC and 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.
- 4.3 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 SW Tonquin Road. 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.
- 4.4 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.

- 4.5 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 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. Consultant shall be responsible for compiling open house feedback and providing a meeting summary to the SC, TAC and Project Team.

Deliverables:

City:

1. Provide logistics, agenda, copies of meeting materials, and minutes for Project Team Meeting #3 (Task 4.2)
2. Provide logistics and meeting summary for SAC, TAC and SC Meeting #3 (Task 4.2)
3. Provide logistics for Open House #2 (Task 4.5)
4. Provide meeting summary (including compilation of open house comments) for Open House #2 (Task 4.5)

Consultant:

1. Preliminary Concept Alternatives Report (Task 4.1)
2. Attend and present at Project Team Meeting #3 (Task 4.2)
3. Attend and present at SAC, TAC and SC Meeting #3 (Task 4.2)
4. Evaluate the efficacy of the transportation network (Task 4.3)
5. Initial assumptions for road designations (Task 4.4)
6. Attend, provide meeting materials, and facilitate Open House #2 (Task 4.5)

Consultant Task 4 Budget:

- o \$15,640.00 for Consultant Team Project Manager and Project Planner (Angelo Planning Group);
- o \$14,080.00 for Transportation Analyst (DKS Associates)
- o \$5,120.00 for Economic Development Analyst (Leland Consulting Group)
- o \$15,840.00 for Project Master Planners and Public Facilities Analyst (CH2M)
- o Total Task 4 = \$50,680.00

Schedule: Months 8-10 (July-September 2009)

Task 5: 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;

- 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:

- 5.1 City shall arrange for SAC, TAC and SC Meeting #4 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SAC, TAC and SC Meeting #4. The purpose of SAC, TAC and SC #4 is to review the open house summary and feedback and receive final SC approval for the preferred concept plan alternative.
- 5.2 Based on SC, TAC and City direction, the Consultant shall refine the preferred concept plan alternative.
- 5.3 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 4.3). 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.
- 5.4 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 prepare a final Technical Transportation and Traffic memorandum based on the comments.
- 5.5 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.
- 5.6 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, TAC, 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.
- 5.7 Consultant shall prepare a draft concept plan report to be provided to the SAC, TAC and SC for review prior to Meeting #5.

- 5.8 City shall arrange for SAC, TAC and SC Meeting #5 and take minutes of the meeting. City shall copy and distribute the agenda and materials, for SAC, TAC and SC Meeting #5. The purpose of SAC, TAC and SC #5 is to review the Technical Transportation and Traffic Memorandum, Infrastructure Plan & costs and the Draft Concept Plan.
- 5.9 Consultant shall make any final changes to the concept plan report required by the SAC, TAC and SC's recommendation.

Deliverables:

City:

1. Provide logistics and meeting summary for SAC, TAC and SC Meeting #4 (Task 5.1)
2. Review and provide written comments on the Draft Technical Transportation and Traffic Memorandum (Task 5.3)
3. Provide logistics and meeting summary for SAC, TAC and SC Meeting #5 (Task 5.8)

Consultant:

1. Attend and present at SAC, TAC and SC Meeting #4 (Task 5.1)
2. Refine the preferred concept plan alternative (Task 5.2)
3. Draft Technical Transportation and Traffic Memorandum (traffic analysis must be conducted through an Oregon-registered professional civil or traffic engineer) (Task 5.3)
4. Distribute & Update Technical Transportation and Traffic Memorandum to the Project Team (after City review) (Task 5.4)
5. Infrastructure Plan and cost estimate (Task 5.5)
6. Fiscal Impact Analysis (Task 5.6)
7. Prepare a Draft Concept Plan Report for review by the SAC, TAC and SC prior to Meeting #5 (Task 5.8)
8. Attend and present at SAC, TAC and SC Meeting #5 (Task 5.8)
9. Update Recommended Draft Concept Plan Report (Task 5.10)

Consultant Task 5 Budget:

- o \$19,720.00 for Consultant Team Project Manager and Project Planner (Angelo Planning Group);
- o \$11,520.00 for Transportation Analyst (DKS Associates)
- o \$10,240.00 for Economic Development Analyst (Leland Consulting Group)
- o \$14,400.00 for Project Master Planners and Public Facilities Analyst (CH2M)
- o Total Task 4 = \$55,880.00

Schedule: Months 9-11 (August-November 2009)

Task 6: Final Concept Plan, Amendments, and Adoption

Objectives:

- Adoption by the City Council of a Final Concept Plan
- Submission of the proposed Concept Plan to Metro for review.

- Adoption of a Plan Text and Map Amendment (PTA) to the Sherwood Comprehensive Plan.
- Submission of the adopted Concept Plan to DLCD for acknowledgement.

Sub-Tasks:

- 6.1 City shall arrange and facilitate a joint work session of the Planning Commission and City Council to present the SAC, TAC and 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 assist in the presentation of the Recommended Plan. The Consultant shall revise the Recommended Alternative as directed by the City.
- 6.2 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.
 - 8 Identify an implementation and annexation phasing strategy
- 6.3 City shall propose changes to the Sherwood Comprehensive Plan and identify potential changes to other relevant city documents arising from the Concept Plan based on consultant work in Task 5.2. 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.
- 6.4 City shall submit the proposed Concept Plan and all Comprehensive Plan policy and map changes to Metro for review with compliance to the Functional Plan and UGB ordinance conditions.
- 6.5 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.
- 6.6 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.
- 6.7 City shall submit the adopted Concept Plan, all Comprehensive plan policy and map changes to DLCD for acknowledgement.

Deliverables:

City:

1. Logistics, agenda and minutes for joint City Council/Planning Commission work session (Task 6.1)

2. Develop materials relevant to the PTA application and adoption process (Task 6.3)
3. Present proposed PTA to the Planning Commission (Task 6.5)
4. Incorporate Planning Commission changes to the PTA application (Task 6.5)
5. Present proposed PTA to the City Council (Task 6.6)
6. Submittal of adopted plans for Metro review and DLCDD acknowledgement (Task 6.4 and 6.7)

Consultant:

1. Attend and assist in presenting at joint City Council/Planning Commission work session (Task 6.1)
2. Revise the recommended alternative as directed by the City (Task 6.1)
3. Prepare the Final Concept Plan and Report (Task 6.2)
4. Present proposed PTA to the City Council (Task 6.5)

Consultant Task 6 Budget:

- o \$14,960.00 for Consultant Team Project Manager and Project Planner (Angelo Planning Group);
- o \$3,200.00 for Transportation Analyst (DKS Associates)
- o \$0 for Economic Development Analyst (Leland Consulting Group)
- o \$2,160.00 for Project Master Planners and Public Facilities Analyst (CH2M)
- o Total Task 6 = \$20,320.00

Schedule: Months 12-15 (if necessary) (November 2009-February 2010)

Phase II Tasks (4 - 6)

Task	Consultant Deliverable	Amount Per Task	Est. Completion
4	Evaluate Plan Alternatives	\$50,680	September 2009
5	Finalize Concept Plan	\$55,880	November 2009
6	Final Concept Plan, Amendments, Ordinances and Adoption	\$20,320	February 2010
	Task 4 - 6 Expenses	\$4,000	
	Task 4 -6 Total	\$130,880	

Total by Firm (Phase II)

- o Angelo Planning Group: \$51,420
- o DKS Associates: \$30,100
- o Leland Consulting Group \$15,660
- o CH2M Hill: \$33,700
- o Total Phase II \$130,880

Task 7: Project Management (City-only Task)

Objectives:

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

Sub-Tasks:

- 7.1 City's project manager shall coordinate with the Planning Manager, Community Development Director, City Engineer, City Manager and other management staff as needed to resolve issues during the course of the project.
- 7.2 City's project manager shall inform and involve the City Council during the course of the project.
- 7.3 City's project manager shall review all Consultant invoices with the Planning Manager and approve for payment.
- 7.4 City's project manager shall telephone, e-mail or meet with Consultant as necessary to manage this project.
- 7.5 City's project manager shall prepare interim reports to City Manager and City Council.
- 7.6 City's project manager shall ensure adherence to the project Public Involvement Plan.

Deliverables:

City:

1. Approve Consultant invoices