

RESOLUTION NO. 2140

A RESOLUTION OF THE CITY OF WILSONVILLE ACTING IN ITS CAPACITY AS ITS LOCAL CONTRACT REVIEW BOARD EXEMPTING FROM INFORMAL SELECTION REQUIREMENTS OF THE WILSONVILLE CODE A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES INC. TO PROVIDE PROFESSIONAL (ENGINEERING) SERVICES FOR THE WILSONVILLE ROAD SIX LANE ENHANCEMENT (PROJECT #4142), AND AUTHORIZING THE CITY ENGINEER TO SIGN SUCH CONTRACT

WHEREAS, in June 2008, the Wilsonville City Council adopted a Capital Improvement Program for the City that includes a FY 2008-09 appropriation of \$570,000 to fund the preliminary design of the Wilsonville Road/I5 (6) Lane Enhancement (Project #4142) the Project; and

WHEREAS, The City and the Oregon Department of Transportation (ODOT) entered into an Intergovernmental Agreement (IGA) agreeing to upgrade the Wilsonville Road/I5 Interchange which project will contain and complete improvements associated with the Project; and

WHEREAS, the IGA requires the City and ODOT prepare an Interchange Area Master Plan (IAMP) addressing issues such as the future transportation network, local connections to the Project, access management, future land uses and regulations within the Project area; and

WHEREAS, upon completion of the IAMP, it will be forwarded to the Oregon Transportation Commission (OTC) for adoption; and

WHEREAS, the IAMP must be adopted by the OTC prior to the first advertisement for bids for the Project; and

WHEREAS, the City Engineer requested and ODOT concurred to allow the City take the lead in addressing the selection of a consultant and the preparation of the IAMP as a means to facilitate moving this requirement along as quickly and as expeditiously as possible so as to not impact the anticipated construction schedule; and

WHEREAS, W.C. 2.315 provides that procurement of personal service contracts involving an anticipated fee of more than \$10,000 and less than \$150,000 per annum involve solicitation of at least three prospective contractors who shall appear to have at least minimum qualifications for the proposed assignment, and

WHEREAS, W. C. 2.312 (1) provides for exemption from competitive procurement those contracts the state law or model rules allow, and

WHEREAS, state law allows the exemption of public contracts found by a contracting agency to result in substantial cost savings and not encourage favoritism, and

WHEREAS, the City Engineer proposes to utilize the experience and expertise of DKS Associates, Inc. in the preparation of the IAMP due to their past experience in preparing such plans for other ODOT projects and the (15) years of experience that this firm has in preparing traffic impact studies for new developments within Wilsonville; and

WHEREAS, upon a properly noticed public hearing on October 20, at which testimony on the proposed exemption from competitive selection was heard, the record of which is incorporated by this reference, the council finds:

1. The awarding to the subject contract under the exemption will result in substantial cost saving to the city or the public because:

- Since 1992, DKS has completed all the traffic impact analysis for new development proposals within the city.

- DKS has completed a multitude of special traffic related studies for the City which has expanded the company's knowledge of the City's transportation network, analyzing, among other things, the vertical curve profile of the I-5 overpass height above Wilsonville Road, designing and creating specifications for the Wilsonville Road 18 -inch waterline, Wilsonville Road storm line replacement, phases 1, 2a 2b, 3a, 3b and 4 of the reconstruction of Wilsonville Road, survey work along Wilsonville Road, Boones Ferry Road and survey work for the ODOT parcel of land on Fred Meyer Property.

- DKS has the experience and staffing to complete the preparation of the IAMP in such a manner as to not impact the schedule for the completion of the Project.

- Replication of the information currently available to DKS will not compromise the schedule for program completion.

- The completion of an IAMP to the requirements of ODOT is such that not all traffic engineering firms have the staff, knowledge, skills and abilities to complete the required work.

- The learning curve required of an alternative firm to develop the same level of information currently available for cost, schedule and new survey/CAD information would likely had hundred of thousands of dollars and an unacceptable six months to the schedule.

2. It is unlikely that the exemption will encourage favoritism in the awarding of this contract or substantially diminish competition for such contracts because:

- City Engineering staff, in conjunction with ODOT Project Managers, requested proposals from 20 firms, from which it created an 8-firm preferred provider list, and then interviewed 4 firms for provide scope of work proposals. This information was utilized to determine acceptable hourly fees for the project.
- The comparative process involved ability to perform, ability to perform within a time period, and a negotiated profit.

WHEREAS, these findings are amplified and further explained in a memorandum from the Engineering Department to Council dated October 6, 2008, which memorandum is incorporated as if fully set forth herein.

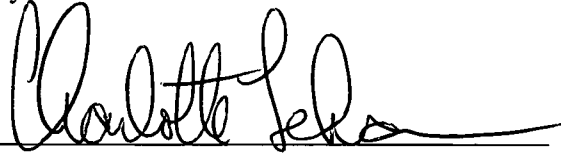
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council acting as the local Contract Review Board, based upon the finding above recited, exempts from competitive solicitation the Professional Services Agreement with DKS Associates Inc. to provide professional engineering services for the Wilsonville Road Six Lane Enhancement (Project #4142) in the amount of \$133, 193.00.
2. The Council authorizes the City Engineer to sign the Professional Services Agreement, a copy of which is marked Exhibit 1, attached hereto and incorporated herein.
3. The Council authorizes expenditure for this contract amount from the FY 2008/09 budget:

<u>Account</u>	<u>Budget Amount</u>
540.950.45030.00000.4142	\$570,000

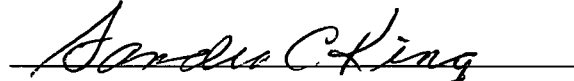
4. This resolution is effective upon the date adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of October, 2008 and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Lehan	<u>Excused</u>
Councilor Knapp	<u>Yes</u>
Councilor Ripple	<u>Yes</u>
Councilor Kirk	<u>Yes</u>
Councilor Nunez	<u>Yes</u>

EXHIBIT '1'
CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
Interchange Area Master Plan (Project #4142)

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, (hereinafter referred to as the "City"), and **DKS Associates, Inc.**, (hereinafter referred to as "Consultant").

WHEREAS, City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that it is qualified on the basis of specialized experience and technical competence and prepared to provide such services as City does hereinafter require;

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agreed as follows:

A. Term

The term of this Agreement shall be from the date of execution by both parties until tasks required hereunder are complete and accepted, unless earlier terminated in accordance herewith.

B. Consultant's Services

B.1 The scope of Consultant's services and time of performance under this Agreement are set forth in Exhibit A. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

B.2 All written documents, drawings, and plans submitted by Consultant and intended to be relied on for the project shall bear the signature, stamp or initials of Consultant or Consultant's authorized Project Manager. Any documents submitted by Consultant which do not bear Consultant's signature, stamp or initials or those of the Consultant's authorized Project Manager shall not be relied upon by City. Interpretation of plans and answers to questions covering Plans given by Consultant or Consultant's Project Manager need not be put in writing unless requested by the City and may be relied upon by City.

B.3 All agreements on the Consultant's part are contingent upon, and the Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance due to third party: strikes, lockouts, accidents; acts of God; other delays unavoidable or beyond the Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of the City or City's agents to furnish information or to approve or disapprove the Consultant's work promptly, or due to late or slow, or faulty performance by the City, other contractors, other consultants not

under Consultant's control or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of the Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

B.4 The existence of this Agreement between City and Consultant shall not be construed as City's promise or assurance that Consultant will be retained for future services unrelated to this public works project.

B.5 Consultant shall maintain confidentiality of any private confidential information and any public information which is exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

C. City's Responsibilities

C.1 The scope of City's responsibilities, including those of its Project Manager, are set forth in Exhibit B, which is attached hereto and incorporated herein.

C.2 City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

D. Compensation

D.1 Except as otherwise set forth in this subsection D, City agrees to pay Consultant not more than **\$133,193.00** for performance of those services provided hereunder. However, compensation may be less than such maximum amount and shall be actually determined on an hourly basis as shown on the Rate Schedule, Exhibit C, which is attached hereto and incorporated herein. Compensation shall be only for actual hours worked on this project and related direct expenses. Consultant shall furnish with each bill for services an itemized statement showing the amount of hours devoted to the project by Consultant as well as any agents or employees of Consultant and any direct expenses.

D.2 During the course of Consultant's performance, if City or its Project Manager specifically requests Consultant to provide additional services which are beyond the scope of the services described on Exhibit A, Consultant shall provide such additional services and bill the City at the hourly rates outlined on the attached Standard Hourly Rate Schedule, provided the parties comply with the requirements of Section R. No compensation for additional services shall be paid or owing unless both parties specifically agree to such additional compensation and services.

D.3 Unless expressly set forth on Exhibit C as a reimbursable expense item, Consultant shall only be entitled to the compensation amount specified in subsections D.1 and D.2. Only those reimbursable expenses which are set forth on Exhibit C and itemized on Consultant's bills for services shall be the basis for

which payment of those expenses by City shall be owing.

- D.4 Except for amounts withheld by City pursuant to this agreement, Consultant will be paid for services for which an itemized bill is received by City within 30 days.
- D.5 City shall be responsible for payment of required fees, payable to governmental agencies including, but not limited to plan checking, land use, zoning and all other similar fees resulting from this project, and not specifically covered by Exhibit A.
- D.6 Consultant's compensation rate includes but is not limited to salaries or wages plus fringe benefits and contributions including payroll taxes, workers' compensation insurance, liability insurance, pension benefits and similar contributions and benefits.
- D.7 In the event Consultant's responsibilities as described on Exhibit A have been separated into two or more phases, then Consultant shall not be entitled to any compensation for work performed directly on a later category of responsibilities unless and until City specifically directs that Consultant proceed with such work.

E. City's Project Manager

City's Project Manager is Michael A. Stone. City shall give Consultant prompt written notice of any redesignation of its Project Manager.

F. Consultant's Project Manager

Consultant's Project Manager is Scott Mansur. In the event that Consultant's designated Project Manager is changed, Consultant shall give City prompt written notification of such redesignation. In the event that City receives any communication from Consultant of whatsoever nature which is not executed by Consultant's designated Project Manager, City may request clarification by Consultant's Project Manager, which shall be promptly furnished.

G. Project Information

City shall provide full information regarding its requirements for the Project. Consultant agrees to share all project information, to fully cooperate with all corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news or press releases related to the Project, whether made to representatives of newspaper, magazines or television and radio stations, shall be made without the authorization of City's Project Manager.

H. Duty to Inform

If at any time during the performance of this Agreement, or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults or defects in the project or any portion thereof, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to any decision or order made by City with respect to such laws, rules or regulations, Consultant shall give prompt written notice thereof to City's Project Manager. Any delay or failure on the part of City to provide a written response to Consultant shall

neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of City's rights.

I. Consultant is Independent Contractor

- I.1 Consultant shall be and herein declares that it is an independent contractor for all purposes and shall be entitled to no compensation other than compensation provided for under paragraph D of this Agreement. Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City. Consultant shall be completely independent and solely determine the manner and means of accomplishing the end result of this Agreement, and City does not have the right to control or interfere with the manner or method of accomplishing said results. City, however, has the right to specify and control the results of the Consultant's responsibilities.
- I.2 Subcontracting: City understands and agrees that only those special consulting services identified on Exhibit A may be performed by those persons identified on Exhibit A and not by Consultant. Consultant acknowledges such services are provided to City pursuant to a subcontract(s) between Consultant and those who provide such services. Consultant may not utilize any subcontractors or in any way assign its responsibility under the Agreement without first obtaining the express written consent of the City.
- I.3 Consultant shall be responsible for and indemnify and defend City against any liability, cost or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, omissions, or errors. Subcontractors will be required to meet the same insurance requirements of Consultant under this Agreement. Unless otherwise specifically agreed to by City, Consultant shall require that subcontractors also comply with and be subject to the provisions of this Section I.
- I.4 Consultant shall make prompt payment of any claim for labor, materials or services furnished to the Consultant by any person in connection with this Agreement as such claim becomes due. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of the Consultant. If the Consultant fails, neglects or refuses to make prompt payment of any such claim, the City may pay such claim to the person furnishing the labor, materials or services and charge the amount of the payment against funds due or to become due the Consultant under this Agreement.
- I.5 No person shall be employed under the terms of this agreement as described herein in violation of all wage and hour laws.
- I.6 Consultant shall make prompt payment as due to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Consultant of all sums which the Consultant agrees to pay for such services and

all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- I.7 Should Consultant elect to utilize employees on any aspect of this Agreement, Consultant shall be fully responsible for payment of all withholding required by law, including but not limited to taxes, including payroll, income, Social Security (FICA) and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall indemnify, defend and hold City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on Exhibit A as a reimbursable expense item, specific costs associated with items set forth in this paragraph shall be deemed as fully and conclusively included in the rate upon which consultants compensation is based.
- I.8 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, disability or national origin. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by the City.

J. Indemnity and Insurance

J.1 Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and the attachments thereto only and shall hold City harmless from and indemnify City of 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, errors or willful misconduct provided pursuant to this Agreement or from Consultant's failure to perform its responsibilities as set forth in this agreement. The review, approval or acceptance by City, its Project manager or City of Wilsonville employees of documents or other work prepared or submitted by Consultant shall not relieve Consultant of its responsibility to provide such materials in full conformity with City's requirements as set forth in this Agreement and to indemnify City from any and all costs and damages resulting from Consultant's failure to adhere to the standard of performance described in Section J.2.3. The provisions of this section shall survive termination of this Agreement. City agrees to indemnify and hold Consultant harmless from liability, settlements, losses, costs, and expenses in connection with any action, suit or claim resulting or allegedly resulting from City's negligent acts, omissions or from its willful misconduct as governed by ORS Chapter 30.

J.2 Insurance Requirements and Consultant's Standard of Care.

J.2.1 Consultant shall provide City with evidence of the following insurance

coverage's prior to the commencement of the work. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon, and certified as a true copy by an authorized representative of the issuing company or at the discretion of the City, in lieu thereof, a certificate in a form satisfactory to City certifying to the issuance of such insurance shall be furnished to City. Unless specifically set forth on Exhibit A, expenses relating to the cost of insurance shall not be the basis for additional reimbursement to Consultant.

- J.2.2 The City agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- J.2.3 In the performance of its professional services, the Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. The Consultant will reperform any services not meeting this standard without additional compensation. Consultant's reperformance of any services, even if done at City's request, shall not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of consultant's failure to perform in accordance with the applicable standard of care or this Agreement.
- J.2.4 Consultant shall furnish the City a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Agreement. All policies shall be written on an "occurrence basis," except for Consultant's Professional Liability Insurance which may be written on a "claims made" basis, provided it shall endeavor to be maintained in full force for not less than four (4) years following Consultant's performance under this Agreement. All policies shall provide for not less than 30 days' written notice to the City before they may be revised, non-renewed, or canceled. The Consultant shall endeavor to provide for not less than 30 days' written notice to the City before the policy coverage may be reduced. In the event the policy lapses during performance, the City may: treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Consultant to proceed with work; pay an insurance carrier (either Consultants' or a substitute) the premium amount and withhold that amount from payments; and, use any other remedy provided by this Agreement or by law.
- J.2.5 Insurance Requirements. The Consultant, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. The Consultant will maintain throughout this Agreement the following insurance:

- J.2.5.1 Workers' compensation and employers liability insurance as required by the State where the work is performed.
- J.2.5.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
- J.2.5.3 Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Consultant or of any of its employees, agents or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- J.2.5.4 Professional liability insurance of \$500,000 per occurrence and in the aggregate, including contractual liability coverage. If Consultant proposes using subcontractors, in addition to any other requirements of this Agreement, City may require subcontractors to provide Professional Liability Insurance, provided the amount and form of coverage complies with the requirements of paragraphs J.2.1, J.2.2, J.2.3, J.2.4 and J.2.5.4.
- J.2.5.5 City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's. The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an endorsement.
- J.2.6 The coverage provided by these policies shall be primary and any other insurance carried by City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between City and Consultant for which Consultant has obtained insurance, the maximum amount which may be withheld by City for all such claims shall be no more than the amount of the applicable insurance deductible.

K. Early Termination

K.1 This Agreement may be terminated prior to the expiration of the agreed upon terms:

K.1.1 By mutual written consent of the parties;

K.1.2 By City for any reason within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; and

K.1.3 By Consultant, effective upon seven days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of the Consultant.

K.2 If City terminates the Agreement in whole or in part due to default or failure of Consultant to perform services in accordance with this Agreement, City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, Consultant shall be liable for all costs and damages incurred by City in procuring such similar service, and the Contract shall be in full force to the extent not terminated.

K.3 If City terminates the Agreement for its own convenience, payment of Consultant shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Consultant against City under this Agreement.

K.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Consultant or City which accrued prior to such termination. Consultant shall surrender to City items of work or portions thereof, referred to in Paragraph O for which Consultant has received payment, or City has made payment. City retains the right to elect whether or not to proceed with actual construction of the project.

L. Suspension of Work

City may suspend, delay or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. City shall not be responsible for work performed by any subcontractors after notice of suspension is given by City to Consultant. Should the City suspend, delay or interrupt the work and the suspension is not within the Consultant's control, then the City shall extend the time of completion by the length of the delay and the method of compensation shall be adjusted to reflect the Consultant's increase or decrease in its standard hourly rates.

M. Subconsultants and Assignments

M.1 Unless expressly authorized in Exhibit A or Paragraph I of this Agreement, Consultant shall neither subcontract with others for any of the work prescribed herein, nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from City. Work may be performed by persons other than Consultant, provided Consultant advises City of the names of such subcontractors and the work which they intend to perform and the City specifically agrees thereto. Consultant acknowledges such services are provided to City pursuant to a

subcontract(s) between Consultant and subcontractor(s). Except as otherwise provided by this Agreement, City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this contract without the written consent of City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by City.

M.2 City shall have the right to let other agreements be coordinated with this Agreement. Consultant shall cooperate with other firms, engineers or subconsultants on the project and the City so that all portions of the project may be completed in the least possible time within normal working hours. Consultant shall furnish other engineers and subconsultants and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

N. Access to Records

City shall have access upon request to such books, documents, receipts, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years unless within that time City specifically requests an extension. This clause shall survive the expiration, completion or termination of this Agreement.

O. Work is Property of City

A. Originals or Certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, papers, diaries, inspection reports and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of City and shall be delivered to City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to City upon request without additional compensation. Upon City's approval and provided City is identified in connection therewith Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing the Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

B. Consultant shall not be held liable for any damage, loss, increased expenses or otherwise caused by or attributed to the reuse, by City or their designees, of all work performed by Consultant pursuant to this contract without the express written permission of the Consultant.

C. City agrees it will indemnify and hold Consultant harmless for all losses or damages that may arise out of the reuse of specific engineering designs incorporated into extensions, enlargements or other projects, without the express written permission of the Consultant.

P. Law of Oregon

The Agreement shall be governed by the laws of the State of Oregon. The Agreement

provisions required by ORS Chapter 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

Q. Adherence to Law

Consultant shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Consultant is required by law to obtain or maintain in order to perform work described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

R. Modification

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both parties. A modification is a written document, contemporaneously executed by City and Consultant, which increases or decreases the cost to City over the agreed sum or changes or modifies the scope of service or time of performance. No modification shall be binding unless executed in writing by Consultant and City. In the event that Consultant receives any communication of whatsoever nature from City, which communication Consultant contends to give rise to any modification of this Agreement, Consultant shall, within thirty (30) days after receipt, make a written request for modification to City's Project Manager. Consultant's failure to submit such written request for modification in the manner outlined herein may be the basis for refusal by the City to treat said communication as a basis for modification. In connection with any modification to the contract affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment and other costs. If Consultant incurs additional costs or devotes additional time on project tasks which were reasonably expected as part of the original agreement or any mutually approved modifications, then City shall be responsible for payment of only those costs for which it has agreed to pay.

S. Other Conditions

S.1 Except as otherwise provided in paragraphs S.1.1, S.1.2, and S.1.3 Consultant represents and agrees that the contract specifications and plans, if any, prepared by the Consultant will be adequate and sufficient to accomplish the purposes of the project; and further, that any review or approval by the owner of the plans and specifications shall not be deemed to diminish the adequacy of Consultant's work.

S.1.1 Subsurface Investigations. In soils, foundation, ground water, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other

than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.1.2 Opinions of Cost, Financial Considerations, and Schedules. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.

S.1.3 Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is responsible for any errors or omissions about which the Consultant knew or should have known in the information from those employees or firms employed by the Consultant under the terms of the contract as stated therein that is incorporated into the record drawings.

S.2 Notwithstanding any acceptance or payments, City shall not be precluded or stopped from recovering from Consultant, or its insurer or surety, such damages as may be sustained by reason of Consultant's failure to comply with the terms of this Agreement. A waiver by City of any breach by Consultant shall not be deemed to be a waiver of any subsequent breach by Consultant.

T. Integration

This Agreement, including but not limited to Exhibits and Consultant's proposal submitted to City contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations or agreements. In case of conflict among these documents the provisions of this Agreement shall control.

U. Miscellaneous / General

Consultant binds itself, its partners, officers, successors, assigns and legal representatives to the City under the terms and conditions of this agreement as described herein.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, the parties by their signatures below enter into this Agreement this
6th day of October, 2008.

CONSULTANT:

Name of Firm

By _____
Typed or
Printed Name: _____

Title: _____

Mailing
Address: _____

Employer I.D. No. _____

CITY OF WILSONVILLE:

By _____
Michael A. Stone
City Engineer

Attest:

Sandra C. King
City Recorder

Mailing
Address:
29799 SW Town Center Loop East
Wilsonville, OR 97070

Approved as to form:

Michael E. Kohlhoff
City Attorney

EXHIBIT 'A' SCOPE OF WORK

WILSONVILLE ROAD INTERCHANGE AREA MANAGEMENT PLAN (IAMP) FOR EXIT 283 ON I-5, WITHIN THE CITY OF WILSONVILLE AND COUNTY OF CLACKAMAS, OREGON

Purpose

The purpose of this project is to develop an IAMP for the Wilsonville Road interchange (Exit 283) on Interstate 5 (I-5), in the City of Wilsonville, Clackamas County, Oregon.

Objective

The IAMP shall define how the land use and transportation systems within the interchange Management Areas (IMAs) of Exit 283, serving the south side of Wilsonville will function over the planning horizon (20+ years). The end product will be a plan, with key elements adopted into the comprehensive plans for the City of Wilsonville and for Clackamas County and adopted by the Oregon Transportation Commission (OTC) as a facility plan, that identifies the future transportation network, including local connections to the Interstate; access management within the IMA; and future land uses and development regulations within the IMAs of the interchange.

Background

The City of Wilsonville and ODOT recently signed a Cooperative Improvement Agreement (CIA #23581) to construct Phase 2 improvements to the Wilsonville Road/I-5 Interchange in the City of Wilsonville. The agreement stated that the Oregon Department of Transportation (Agency) Region 1 and the City of Wilsonville are required to prepare an IAMP for the proposed Exit 283 – South Wilsonville Interchange project. The IAMP must be completed and adopted by the City of Wilsonville and the Oregon Traffic Commission prior to bidding the improvements. Since the City of Wilsonville and ODOT are currently in the process of hiring a consultant to design the improvements, the IAMP will need to be completed and approved prior to the planned bid date of the project.

Division of Work

Consultant shall develop draft IAMP, including:

- Local circulation plans for IMAs;
- Access management plans for IMAs;
- Possible land use and zoning changes for IMAs;
- Public outreach;

- Local government presentations;
- OTC presentation materials; and
- Possible comprehensive plan and TSP amendments.

Agency and local jurisdictions shall provide review and comment. After internal review of the draft IAMP, the Consultant shall develop the final IAMP for the Wilsonville Road/I-5 Interchange. Table 1 notes the division of work between Agency, local jurisdictions, and Consultant through the completion of the IAMP process. These tasks are further described in the Work Tasks section of this document.

Table 1: Division of Work

	Task	ODOT	Consultant	Locals
1	Project Management	P	P	S
2	Public Involvement Program	S	P	S
3	Review Plans and Policies	S	P	S
4	Base mapping	S	P	S
5	Existing Conditions	S	P	S
6	Future Travel Forecasts	S	P	S
7	Alternatives	S	P	S
8	IAMP	S	P	S
9	Local plan and code amendments	S	P	P
10	OTC Presentation	P	S	S
	ROW	S	P	S
	GIS Mapping	S	P	S
	Project Management	S	P	S
P = PRIMARY Role S = SUPPORTING Role				

Consultant shall submit deliverables to Agency, and City as hard copies and electronic copies as indicated in the Work Tasks. Electronic copies shall be in a format compatible with Microsoft Windows or NT based platforms running Microsoft Office XP software including MS Word, and MS Excel. Where specified in the Work Tasks, figures and graphics shall be delivered as GIS files compatible with Agency software.

Final copies of both text and graphics will be delivered as PDF files. Unless otherwise requested by Agency, Consultant shall submit electronic deliverables to Agency via e-mail, the project website, or by placing on the ODOT FTP site.

All hard copy deliverables shall be on 8 ½ x 11 paper. Figures must be embedded in text, on individual 8 ½ x 11 paper or on 11 x 17 paper, whichever is most effective to portray the information. Figures must be either in black and white, or in color depending on the most effective and efficient manner to portray the information as determined by the Project Management Team (PMT).

Consultant shall submit deliverables to the PMT for distribution. The review cycle for these materials will be one week for intermediate products, and two weeks for final products. Agency shall consolidate comments on a spreadsheet supplied by Consultant, reconciling conflicts before comments are returned to Consultant. The Consultant shall deliver the final adopted IAMP to Agency as 15 hard copies and 25 electronic copies on compact discs.

Consultant shall provide meeting minutes for all PMT, and SWG meetings, as well summaries for open houses, and public workshops. Consultant shall submit meeting minutes to meeting attendees for review and comment, allowing one week for submission of comments. Following the comment period, Consultant shall submit a final set of meeting minutes to meeting attendees. For open houses and public workshops, review and comment of summaries will be the responsibility of the PMT rather than all meeting attendees. Consultant shall mail final summaries of open houses and public workshops to meeting attendees.

Project History

According to the Oregon Highway Plan (1999), Interstate 5 (I-5) is classified as an Interstate freeway, designated as part of the National Highway System (NHS), and is part of the State Highway Freight System. Wilsonville Road is classified as a Major Arterial in the City of Wilsonville Transportation System Plan. The City of Wilsonville Code currently requires public street intersections to operate at a Level of Service "D". The Oregon Highway Plan currently requires the Wilsonville Road/I-5 Ramp terminals to operate with a mobility standard at or below a volume to capacity (v/c) ratio of 0.99. The posted speed on Wilsonville Road within the interchange area is 25 mph.

In 1994, the City of Wilsonville and ODOT entered into an agreement to build Phase 1 of a planned multi phase Wilsonville Road interchange improvement project. All improvements have been completed that were part of the first construction phase.

Recent traffic studies have shown that the Wilsonville Road interchange does not meet performance standards today (based on the Phase 1 improvements that exists today) and the City of Wilsonville has been enforcing their concurrency ordinance which has not allowed the approval of development that have projected trips through the Wilsonville Road interchange area.

Furthermore, the I-5 NB exit ramp has vehicle queues that consistently back up on to the mainline freeway during the a.m. peak period. This condition is caused by a short off ramp length and a lack of capacity and storage at the I-5/Wilsonville Road NB exit ramp terminal. This is a pre-existing safety issue that has been identified by ODOT.

The City of Wilsonville has been working with ODOT to identify improvements to the interchange that would provide additional capacity. As previously mentioned, the City of

Wilsonville and ODOT recently signed a Cooperative Improvement Agreement to construct the Phase 2 improvements to the Wilsonville Road/I-5 Interchange. The Phase 2 improvements include converting the existing 6-lane cross-section on Wilsonville Road between the ramp terminals to allow for a left turn lane, a shared through-left turn lane and a through lane in both the eastbound and westbound directions. This will increase left turn capacity that is critical during the peak periods. Since there will be two left turn lanes on Wilsonville Road at the ramp terminals, the entrance ramps will need to be widened to accommodate two receiving lanes. Both I-5 off-ramps will be widened to allow for four turn lanes (dual left turn lanes and dual right turn lanes) that will significantly increase the ramp terminal capacity. Additional widening will also take place on Wilsonville Road between Town Center Loop West and the I-5 NB ramp terminal and Boones Ferry Road and the I-5 SB ramp terminal to provide a third westbound and eastbound through lane to directly feed the left turn lanes under the structure.

Traffic Analysis Notes

An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work. Traffic analysis software programs must follow HCM 2000 procedures. Traffic analysis must be consistent with ODOT's analysis procedures available on the internet at: <http://www.oregon.gov/ODOT/TD/TP/Analysis.shtml>.

Operational standards for state facilities must include v/c analysis. Non-state facilities can use v/c or LOS, and can also include delay. Future traffic volume forecasts and methodologies must be approved by Region 1 Traffic. All traffic volumes must represent the 30th highest annual hour (since Wilsonville is located within the Portland Metro area, weekday PM peak hour counts will be utilized as 30th highest hour volumes).

Project Management Structure

Purpose and Approach: The Project Management Team (PMT) shall be responsible for reviewing work assignments. The PMT shall make final recommendations for the selection and development of the IAMP.

Project Management Team (PMT)

The PMT shall consist of two or more Agency staff from the City of Wilsonville, ODOT and Clackamas County (if County staff is available). Agency staff should include at a minimum representatives from Region 1 Planning and the City of Wilsonville. The PMT shall lead, manage, and control the Consultant's work efforts. Activities include program, supervise, and coordinate project work and staff, communicate weekly with Agency project coordinator, prepare and monitor work plans, budgets, and schedule, submit progress reports and backup data, maintain project files, coordinate production and quality control efforts, conduct quality reviews of project deliverables, and process milestones.

Public Involvement Structure

Purpose and Approach: Develop and implement a public and Agency involvement program for the IAMP. Public and Agency involvement will consist of the following primary elements:

- General public outreach and involvement,
- Local Government presentations, and
- OTC briefings and presentation.

General public outreach and involvement

Public participation and communication will be facilitated through the following efforts. Opportunities to coordinate public involvement efforts with the interchange design project must be explored and implemented where feasible. In addition, Consultant shall coordinate public involvement efforts with ODOT Region 1 Community Affairs office and Public Affairs office.

Stakeholder Interviews: In-person or phone interviews will be conducted with area stakeholders to obtain input on key issues related to the IAMP.

Open Houses/Public Workshops: A series of public open houses and hands-on workshops will be provided to educate the general public on the IAMP intent and development process, as well as to actively involve interested parties in the development of the plans.

Local Government presentations

The implementation of the Wilsonville Road IAMP and zoning and development regulations may require that the City of Wilsonville approve comprehensive plan amendments. The IAMP may be made part of the City of Wilsonville Comprehensive Plan by including them as an amendment to the Transportation System Plan (TSP). In order to amend the comprehensive plans and/or the TSP, Consultant shall prepare comprehensive plan amendment applications for review and approval by the City of Wilsonville Council and Planning Commission, which will include attendance and presentations at public hearings before planning commission and city council of Wilsonville.

OTC briefings and presentation

The Consultant shall provide Agency presentation materials regarding the I-5, Wilsonville Road IAMP for the OTC. The purpose of these presentation materials will be to show the OTC how Agency has complied with the applicable plans, policies, and OARs and the conditions applied by the OTC for the Wilsonville IAMP.

Work Tasks

Task 1: Project Management

Task Description: Project Management will include at a minimum the coordination and review of work assignments, continuous monitoring of project schedule and budget, and the provision of recommendations and decisions related to the development of the IAMP.

1.1. Project Management Team (PMT)

Consultant shall be responsible for ongoing supervision and coordination of project work and staff, weekly communication with Agency project coordinator, preparation and monitoring of work plans, budgets, and schedules, submitting progress reports and backup data, maintenance of project files, and coordinating production and quality control efforts. To facilitate PMT communication, Consultant shall establish a private project management website for document distribution, correspondence, and milestone scheduling.

It is expected that the PMT will meet a total of seven (7) times or on a monthly basis during the course of the project, with 50% of these meetings occurring via phone conference, 25% being held at the ODOT Region 1 Headquarters in Portland, and the remaining 25% being held in the City of Wilsonville at locations to be determined.

Consultant Deliverables: On-going throughout the Project

- A. Monthly progress reports and project invoices. Invoices must include receipts for all invoiced direct expenses – Ongoing throughout project duration.
- B. Establish and maintain a private project management website. – 2 weeks from Notice to Proceed (NTP).
- C. Attend and facilitate PMT Meetings – Total of 7 meetings, occurring throughout project duration.

Schedule: Month TBD

Task 2: Agency and Public Involvement Program

Task Description: Services related to the Public and Agency Involvement Program are detailed below.

2.1 Public Involvement Plan

Consultant shall develop an overall public involvement approach that will be articulated in a Public Involvement Plan. This plan must be developed in close consultation with Agency staff and based on the following guiding principles:

- Understand the needs and desires of project participants;

- Encourage open and honest communication;
- Be proactive by identifying issues and concerns early and throughout the process;
- Tailor information appropriately for each audience;
- Provide sincere and continuous opportunities for input;
- Deliver complete and accurate information in a timely manner;
- In conjunction with the Agency, the Consultant shall identify who needs to be informed; and how and when (at what points in the process) they need to be informed.

Consultant shall submit a draft public involvement plan to the PMT for review and comment. Consultant shall incorporate PMT comments into a final public involvement plan.

Schedule: **Month TBD**

Task 3: Review Plans and Policies

Task Description: The Consultant shall review applicable state and local transportation and land use plans, and OARs. Plan and policy reviews are described below.

3.1. Review Plans and Policies

Consultant shall review the following plans, studies, ordinances, administrative rules, and policies and shall provide written summaries of each that identify how they will influence the IAMP.

- Oregon Highway Plan
- OHP Policy 1A Highway Classification
- OHP Policy 1B Land Use and Transportation
- OHP Policy 1C State Highway Freight System
- OHP Policy 1F Highway Mobility Standards
- OHP Policy 1G Major Improvements
- OHP Policy 2B Off-System Improvements
- OHP Policy 2F Traffic Safety
- OHP Policy 3C Interchange Access Management Areas.
- OHP Policy 3D Access Management Deviations.
- State ODOT Coordination Program
- Highway Design Manual
- Oregon Administrative Rule 731-015-0005
- Oregon Administrative Rule 734-051-155, 285, and Tables 2 thru 8.
- ODOT Division 51 Interchange Access Management Area Spacing Standards for Approaches.
- OAR 660 Division 12 Transportation Planning Rule (TPR)
- Statewide Planning Goal 1 (Citizen Involvement)

- Statewide Planning Goal 2 (Land Use Planning) and OAR 660, Division 4.
- Statewide Planning Goal 11 (Public Facilities and Services) and OAR 660, Division 11
- Statewide Planning Goal 12 (Transportation) and OAR 660, Division 12
- City of Wilsonville Transportation System Plan (TSP).
- City of Wilsonville and Clackamas County Comprehensive plans and zoning ordinances.
- City of Wilsonville City Code
- I-5/Wilsonville Freeway Access Study
- Wilsonville Road Interchange Transportation Analysis Studies¹

The Consultant shall provide Technical Memorandum #1, which includes the above information provided by Agency. The technical memorandum shall also include an assessment of current policies and codes to point out areas in the policies or codes, which might result in land use or transportation scenarios inconsistent with the goals and objectives of the IAMP.

Consultant Deliverables:

- A. Draft Technical Memorandum #1 in electronic format
- B. Final Technical Memorandum #1 in electronic format

Schedule: **Month TBD**

Task 4: IAMP Boundaries and Maps

Task Description: The IAMP Management Area boundary must be large enough to include land use patterns affected by the interchange and the affecting roadway network. The Management Area is the area for which land use and transportation strategies must be prepared as part of the IAMP. The PMT shall define the geographic boundary of the IAMP Management Area based on input from Agency and information obtained from the affected and interested stakeholders. Consultant shall create a set of management area GIS base maps.

4.1. Draft Plan Area

The Consultant shall develop draft recommendations for the PMT regarding a Management Area that encompasses land uses, developable and re-developable properties, and roadways that would affect the interchange function over the long-term (20 or more years). Determining the boundary must take into account:

- **Existing and planned land uses** in the vicinity that will impact the interchange.
- **Transportation facilities and traffic operations.** The boundary should encompass key roadways as they relate to ensuring adequate traffic operations in the interchange area over the planning horizon.
- **Natural and cultural resources.** The presence or high probability of significant natural resources or cultural resources (archaeological and historic) in the vicinity.

¹ *Wilsonville Road Interchange ODOT/FHWA Additional Analysis*, DKS Associates, October 9, 2007 and *Wilsonville Road/I-5 Interchange Additional Transportation Analysis*, DKS Associates, 2008 and

- **Access management.** Access management needs may help define the Management Area. In most cases, the IAMP Management Area shall extend beyond the required 1,320-foot (1/4-mile) access control area from the interchange ramp terminals. Division 51 defines this extended area as the “influence area of an interchange.”

The Management Area will be revisited and refined at a later stage in the project once future deficiencies and a preferred alternative has been identified.

Consultant shall prepare goals and objectives for the IAMP, based on the policy framework identified in the review of background documents in the previous work task. These goals will be compatible with the applicable city, county and state policies, and direct the focus of plan outcomes for this location.

The recommendations for the Management Areas shall be documented by Consultant in a Draft Technical Memorandum #2, along with recommendations for project goals and objectives, as well as draft alternative evaluation criteria. Consultant shall submit the Draft Technical Memorandum #2 to the PMT for review. Consultant shall submit the Draft Technical Memorandum #2 for review.

4.2 Public Workshop #1

The Consultant shall schedule, advertise, facilitate and document Public Workshop #1. The purpose of this workshop is to allow affected property owners, residents, and businesses the opportunity to provide input on the IAMP project. This workshop will be used to educate the public about interchange projects generally; present key issues and concerns; discuss the draft problem statement, “goals & objectives” statements, and evaluation criteria; discuss development of project criteria, and inform them of next steps in project development. The format of the meeting will include interactive work stations and easy-to-understand “101” lessons (educational worksheets and display boards) on safety, needs, environmental, design and regulatory opportunities and constraints.

In consultation with Agency, Consultant shall contact local media (see Region 1 Public Involvement Protocol) to advertise the meeting time, location, and purpose. Following the workshop, Consultant shall compile Agency and public input and prepare a summary report on public involvement for inclusion in the Draft IAMP.

4.3 Final Plan Area Boundaries

Consultant shall complete a Final Technical Memorandum #2 documenting the agreed upon draft Management Area and final plan boundaries, project goals and objectives, and alternative evaluation criteria, as well as identifying the project purpose, problem statement, interchange function, mode, general location and expectations for the IAMP. Consultant shall submit the Final Technical Memorandum #2 to the PMT.

4.4 Assess Existing GIS & Other Data Layers

The Consultant shall provide an assessment of the adequacy of existing GIS information layers for items like existing land use, land and improvement values, zoning and comprehensive plan

designations, flood plain boundaries, habitat boundaries, historic and cultural resource sites, hazardous materials locations, and other information that is needed to analyze existing and future land use conditions and the viability of alternatives. It is the Consultant Team's expectation and understanding that with the exception of field verification and minor adjustments to existing GIS data layers, no original mapping or digitizing will be necessary for the project. If this is found not to be the case, the consultant will prepare a separate cost estimate as part of Technical Memorandum #2 for developing the required GIS data layers and mapping information.

Consultant Deliverables:

- A. Draft Technical Memorandum #2 in electronic format
- B. Organization and facilitation plan for one (1) public workshop (due 2 weeks in advance).
- C. Press releases and other contacts with local media (on-going – up to 5 press releases) in electronic format.
- D. Attendance and facilitation of one (1) public workshop.
- E. Development and maintenance of a project mailing database – ongoing throughout project.
- F. Compilation of input from one (1) public workshop as part of preparation of the public involvement summary report (due 2 weeks after public workshop)
- G. Final Technical Memorandum #2 in electronic format.

Schedule: **Months 4-5**

Task 5: Analyze Existing Conditions

Purpose and Approach: Analyze existing land uses, cultural/historic resources, traffic, and natural resources within and near the IAMP Management Area. Consultant shall review existing plans, studies, and reports, and address how the existing or proposed interchange will impact land uses, traffic, and resources within the IAMP management area.

Task Description: The analysis of existing land use, transportation, and environmental conditions will be documented in Technical Memorandum #3. The analysis requirements are detailed below.

5.1 Existing Land Use Analysis

- The existing land use section inventories land uses in the Management Areas. It must describe the proportions, general locations, and densities of mixed-use, commercial, industrial, single-family, multi-family, and rural residential, open space, and resource (farm and forest) uses.
- Based on the review of local plans and the Metro travel demand model allocations for housing and employment, this section must describe existing comprehensive plan designations, zoning, and land uses. It should list uses permitted outright, uses that may be permitted through a design review/site review process, and conditionally permitted uses in each designation. It should identify key parcels where the existing use does not conform to the comprehensive plan or zoning designation. A land use inventory shall be a

part of this review. A change in use on such parcels may impact the analysis of the Management Areas.

For the existing land use analysis, the Consultant shall prepare a land use existing conditions section of Technical Memorandum #3 that describes/includes:

- Comprehensive plan and zoning designations for properties within the IAMP Management area.
- GIS land use maps of the Management area showing existing land uses, comprehensive plan and zoning designations, and special land use overlays.
- Population trends;
- Existing land parcels;
- Existing land development patterns allowed within the IAMP Management area and steps that would be required to alter land use regulations.
- Methods available (e.g., regulatory, financial, etc.) to provide land use protections within the Management area.

5.2 Existing Transportation Conditions Analysis

Consultant shall prepare an existing transportation conditions analysis. The Consultant shall summarize the results in Technical Memorandum #3.

All traffic will be obtained from historical data files associated with the Wilsonville Road transportation analysis or other transportation impact studies. Intersections to be analyzed will be identified as part of the Management Area determination for the IAMP. It is assumed that no new traffic counts will be needed.

The operational analysis of study intersections must include v/c analysis for state facilities. For non-state facilities, v/c or LOS can be identified. Consultant shall identify street/roadway facilities within the Management Area where traffic demand is at or near estimated capacity of the facility compared to the OHP v/c and local LOS standards.

Agency shall provide crash data, including number, type, severity, and cause of crashes in the Management Area for the last five years. Consultant shall analyze the crash data and identify any high crash locations and consistent crash patterns. Consultant shall identify operational and safety deficiencies in the Management Area on arterial facilities, including sight distance, curvature, roadway geometry to accommodate truck turning movements and pedestrian crossings.

As part of the existing conditions evaluation, Consultant shall provide GIS maps displaying the following information:

- Existing pedestrian, bike, and trail facilities
- Locations of access control
- The location of access points within the Management Area (including width, use restrictions and if an access meets spacing standards)
- Local street connectivity at the collector-arterial level will be a part of the Future Transportation Analysis; consistent with and in addition to the TSP.

5.3 Technical Memorandum #3

Consultant shall document the Existing Land Use and Transportation Conditions in Technical Memorandum #3 and provide it for Agency and PMT review. Consultant shall incorporate approved comments into the final Technical Memorandum #3.

5.4 Plan Area Base Maps

Consultant shall be responsible for one (1) set of Plan Area base layer (orthophoto) GIS maps with up to four maps showing:

- Zoning,
- Existing Land Use,
- Natural Features and Hazard Areas,
- Roadways,
- Railroads,
- Cultural Features,
- Urban growth boundary,
- City limits,
- Topography, and
- Property lines.

Consultant Deliverables:

- A. Draft Technical Memorandum #3 (in electronic format).
- B. Existing conditions GIS maps and data (to be included within Technical Memorandum #3).
- C. Final Technical Memorandum #3 (in electronic format).
- D. One (1) set of Management Area base layer (orthophoto) GIS maps in hardcopy and electronic format.

Schedule: **Month TBD**

Task 6: Future Travel Forecasts and Needs Analysis

Purpose and Approach: Analysis is typically needed to determine the expected impact of reconstructing the interchange at Wilsonville Road interchange. This includes impacts on land uses and the area transportation system. However, numerous transportation studies have been previously completed for the City of Wilsonville and ODOT that determined the Phase 2 and ultimate improvements for the interchange area. These analyses evaluated the 2020 and 2030 PM peak hour scenarios based on the current Wilsonville land use zoning and were reviewed and approved by ODOT and the City. The majority of the Wilsonville Road interchange area is currently built out with the exception of the southwest quadrant that is owned by Fred Meyer. Fred Meyer has provided input to the City as to their desired development plan for the vacant parcel. The Fred Meyer development is consistent with the current zoning and land use assumptions have been included in the prior Wilsonville Road interchange analyses. If the 2030 PM peak hour is selected as the future forecast year for the Wilsonville Road IAMP, then the future forecasts have already been completed.

However, Metro has recently released the 2035 model for local agency use. DKS will work with the PMT to determine what the appropriate forecast year should be. If the 2035 is selected, the following tasks would be needed.

Task Description: Consultant will provide input to the PMT in order to determine the appropriate future forecast year for the Wilsonville IAMP. If the 2035 forecast year is selected, the consultant shall forecast future land use and transportation conditions as detailed below. Forecast future travel demand shall be based on existing comprehensive plan designations and the Metro 2035 land use assumptions for Wilsonville. Consultant shall convey this information in Technical Memorandum #4, with Agency, local jurisdiction review and comment being incorporated into the draft before it is finalized. Analysis shall include GIS maps of expected future land use and future transportation networks at the interchange.

6.1 Future Travel Demand Forecasts

Consultant shall either document the prior 2030 PM peak hour forecast information that were developed and approved by ODOT as part of the prior analysis or the consultant will need to develop future traffic volumes for the year 2035 within the Management Area. Forecasts must be consistent with the acknowledged comprehensive plan and methods utilized in the current TSP(s), traffic impact studies, corridor plans, and development plans.

For the purposes of this budget, we have assumed the consultant will use work completed in past studies for 2030. New forecasts for 2035 using the Metro Travel Demand Model for this area would require a budget amendment for both Task 6.1 and 6.2.

Consultant shall identify and assess current and committed STIP and local CIP improvements including proposed developments within the Study Area. Only projects in the financially constrained list will be identified for future travel demand purposes.

6.2 Future Conditions Analysis

Consultant shall identify transportation facility deficiencies and safety issues as it relates to:

- Future levels of service,
- Future volume/capacity,
- Network of roads,
- Pedestrian and bicycle facilities,
- Access spacing,
- Freight mobility and delivery related needs, and
- Signal/intersection spacing.

Consultant shall identify major transportation, environmental, social, and multi-modal constraints, and issues within the Management Area. Consultant shall identify potential conflicts between freight, rail, pedestrian, bicycle and automobile movements and potential right-of-way constraints. Consultant shall identify methods to meet highway mobility standards. Consultant shall identify improvements to the transportation system including multi-modal facilities, planned streets, and street improvements including street cross-section standards, streetscape designs, and traffic control devices. Based on the results of the future conditions analysis, Consultant shall assess whether changes to the Management Area will be needed. If changes are

needed to the Management Area, Consultant shall propose new boundaries to better accommodate needs.

Consultant shall provide GIS land use maps of the study area showing the relationship of the new interchange configuration at Wilsonville Road/I-5 to land uses within the IAMP study area.

6.3 Technical Memorandum #4

Consultant shall summarize findings of Task 6.1 and 6.2 into a draft Technical Memorandum #4 for distribution and review to the PMT. The narrative of Technical Memorandum #4 shall identify anticipated future land use conditions and potential impacts to existing and future land use patterns after construction of the interchange at Wilsonville Road and I-5. Feedback will be incorporated into a final Technical Memorandum #4.

6.4 Public Workshop #2

The Consultant shall schedule, advertise, facilitate and document Public Workshop #2. The purpose of this workshop will be to respond to questions and concerns from the initial meeting; to present the final "goals & objectives" statements and evaluation criteria; to discuss the future deficiencies identified; and solicit input on potential improvement alternatives.

In consultation with Agency, Consultant shall contact local media (see Region 1 Public Involvement Protocol) to advertise the meeting time, location, and purpose. Following the workshop, Consultant shall compile Agency and public input and prepare a summary report on public involvement for inclusion in the Draft IAMP.

Consultant Deliverables:

- A. Draft Technical Memorandum #4 (in electronic format).
- B. Future conditions GIS maps (to be incorporated into Technical Memoranda #4).
- C. Organization and facilitation plan for one (1) public workshop, (due 2 weeks before scheduled public workshop) in electronic format.
- D. Press releases and other contacts with local media (on-going – up to 5 press releases) in electronic format.
- E. Attendance and facilitation of one (1) public workshop.
- F. Compilation of input from one (1) public workshop. (due 2 weeks after public workshop)
- G. Final Technical Memorandum #4 (in electronic format).

Schedule: Months TBD

Task 7: Develop and Evaluate Alternatives

Task Description: Consultant shall develop short, medium, and long-range actions to address the operations and safety needs within the IAMP Management Area, including local street network improvements and construction, access management plans, and land use changes. Alternatives recommended must be displayed on GIS maps. Consultant shall convey this information in Memorandum #5.

7.1 Future Land Use and Transportation Alternatives

Consultant shall develop and evaluate future land use and transportation alternatives that address capacity needs, connectivity, and safety within the IAMP Management Area. Consultant shall:

- Evaluate transportation system management (TSM) measures such as traffic control, lane striping, and signing.
- Identify and prioritize access management techniques including driveway consolidation, parallel road and local street improvements, median control, and acquisition of access to properties.
- Identify parallel roadway network, land use strategies (i.e. zone changes, density controls), and ordinances that may be used to preserve highway capacity, safety, and performance standards.

Consultant shall evaluate improvements to the facilities and services (including multi-mode facilities) using Highway Design Manual v/c and local LOS and delay standards. Consultant shall identify improvements to Management Area transportation facilities including pedestrian/bicycle needs, street cross-section standards, and streetscape designs. Consultant shall identify new facilities to improve the transportation network.

Consultant shall develop planning-level cost estimates for construction and right-of-way for transportation measures and improvements that include appreciation and inflation costs.

7.2 Access Management Plan

Access management plans are required as part of the IAMP. The access management plan shall be developed by Consultant and will be an element of the Exit 283 – Wilsonville Road Interchange IAMP. The Access Management Plan must include short, medium, and long-range access scenarios for each interchange area. Consultant, with assistance by Agency, local jurisdictions, and the public, shall prepare the Access Management Plan. The Consultant shall incorporate the final access management plan into the IAMP.

7.3 Preliminary Scoring and Evaluation of Alternatives

In consultation with the PMT, Consultant shall develop preliminary recommendations based on the evaluation criteria established in Task 4. Consultant shall develop priorities for implementing transportation projects and determine short, medium, and long-range actions from the list of identified measures. Consultant shall develop findings in support of recommended actions.

Consultant shall prepare a written description of each alternative, the evaluation process, recommendations, and priorities. Consultant shall identify how each alternative meets the provisions of OAR 731-051-0155 for the protection of safe and efficient operation of the interchange between connecting roadways and minimizes the need for major improvements to the existing interchange.

7.4 Technical Memorandum #5

Consultant shall summarize findings of Task 7.1, 7.2, and 7.3 into a draft Technical Memorandum #5 for distribution and review to the PMT. Feedback will be incorporated into a final Technical Memorandum #5.

Consultant Deliverables:

- A. Draft Technical Memorandum #5 (in electronic format).
- B. Future conditions GIS maps (to be incorporated into technical reports).
- C. Final Technical Memorandum #5 (in electronic format).
- D. Final Management Area GIS Maps (electronic format and one (1) hard copy).

Schedule: **Month TBD**

Task 8: Interchange Area Management Plan

Purpose and Approach: The purpose of the IAMP for the Wilsonville Road interchange area is to serve as an agreement between the City of Wilsonville and the Oregon Department of Transportation (ODOT) for managing land use, local circulation and access management in the IMA and for assigning responsibility associated with the development of the future interchange improvements.

The purpose of the IAMP is to:

- Be a joint Agency and City of Wilsonville long-term (20+ years) transportation and land use plan to balance and manage transportation and land use decisions in interchange area.
- Identify local and state transportation and land use objectives for the interchange area and guide the management of the relationship between the operation of the transportation system and land use development patterns.
- Express Agency and City of Wilsonville's management objectives and intent to provide adequate and safe state transportation facilities and supporting local road network.
- Help ensure that local land use plans and access decisions are compatible with the capacity and function of the state and local transportation system facilities and investments.
- Helps ensure that future capacity and operational needs will be met while protecting the interchange function.
- Be adopted by as a Facility Plan by ODOT and as TSP amendments and Comp Plan amendments and implementing ordinances by the City of Wilsonville and identify components of the plan related to their respective authorities.
- Guide subsequent decisions by the City of Wilsonville and Agency about land uses, the road network, and access.

The IAMP must include policies and objectives that guide subsequent decision-making by the Agency and local governments to take actions that are consistent with and that implement the plans. Since the plans involve both Agency and local government authority, some policies will guide Agency actions and others will guide local government decisions.

8.1 Prepare IAMP Documents

The Consultant shall incorporate the work products from the previous tasks into the IAMP document. It shall be prepared as transportation and land use plans to guide the long-term management of the –Wilsonville Road IAMP Management Area. The IAMP document must

include a section on how the IAMP conforms to applicable legal requirements. These include identification and findings of compliance with applicable Agency, DLCD, and OAR requirements, and relevant City of Wilsonville land use or other requirements. The document for the Wilsonville Road IAMP must include specific recommendations on how access to the interchange will be managed after re-construction of the interchange. Furthermore, Consultant shall identify pertinent code and comprehensive plan sections where clarifications and modifications are needed to support the IAMP.

The IAMP reports must include:

- Executive Summary
- Goals and Objectives and Function of the interchange
- Proposed amendments to local comprehensive plan and zoning documents and development regulations
- Planned transportation network, including improvements
- Access management plans
- Findings of compliance with applicable requirements
- Documentation of public and agency involvement and decision making process
- Appendix including technical reports from previous tasks

Consultant shall submit draft IAMP for distribution and review to the PMT. Feedback will be incorporated into a final draft IAMP.

8.2 Open House Meeting

The Consultant shall schedule, advertise, facilitate and document one (1) Open House meeting. The purpose of this meeting will be to provide an opportunity for the public to review the draft IAMP document and recommendations.

In consultation with Agency, Consultant shall contact local media (see Region 1 Public Involvement Protocol) to advertise the meeting time, location, and purpose. Following the Open House, Consultant shall compile Agency and public input and prepare a summary report on public involvement for inclusion in the Draft IAMP.

Consultant Deliverables: Due 8-months from NTP

- A. Draft IAMP report (in electronic format).
- B. Organization and facilitation plan for one (1) public open house (due 2 weeks before scheduled public open house) in electronic format.
- C. Press releases and other contacts with local media (on-going – up to 5 press releases) in electronic format.
- D. Attendance and facilitation of one (1) public open house.
- E. Compilation of input from one (1) open house as part of preparation of the public involvement summary report (due 2 weeks after public workshop).
- F. Attendance, facilitation, and meeting minutes (electronic format) for PMT Meeting #4.
- G. Final draft IAMP reports for the interchange - One (1) hard copy and (1) electronic copy of the final IAMP delivered via email transmittals shall be provided to the Agency.

Schedule: **Month- TBD**

Task 9: Local Plan Amendment and Plan Adoption

Purpose and Approach: The implementation of the Wilsonville Road IAMP and zoning and development regulations may require that the City of Wilsonville approve comprehensive plan amendments. The IAMP may be made part of the City of Wilsonville Comprehensive Plans by including them as an amendment to the Transportation System Plan (TSP). In order to amend the comprehensive plans and/or the TSP, Consultant shall prepare comprehensive plan amendment applications for review and approval by the City of Wilsonville Council.

Task Description: Services related to preparation of the comprehensive plan amendment application are detailed below.

9.1 Meet with City of Wilsonville

The Consultant and Agency shall meet with City of Wilsonville to discuss the requirements for preparing a comprehensive plan amendment application.

9.2 Prepare applications

The Consultant shall prepare separate applications to amend the City of Wilsonville's Comprehensive Plans and/or zoning and development regulations. The applications must address all applicable city and county standards. It is expected that information from the IAMP documents will provide the basis for the applications.

9.3 Attend City of Wilsonville Planning Commission public hearing

The Consultant and Agency shall attend and provide support to City staff for presentations regarding the comprehensive plan amendments at public hearings before the City of Wilsonville planning commission.

9.4 Attend City of Wilsonville – City Council public hearings

The Consultant and Agency shall attend and provide support to City staff for presentations regarding the comprehensive plan amendments at public hearings before the City of Wilsonville City Council regarding adoption of the Exit 283 - Wilsonville IAMP comprehensive plan and amendments.

Consultant Deliverables:

- A. Attendance at one (1) meeting with City of Wilsonville to discuss requirements for preparing a comprehensive plan amendment application.
- B. City of Wilsonville Comprehensive Plan amendment applications and supporting materials (one copy of each, delivered in hardcopy format).
- C. Attendance and support at one (1) hearing before the City of Wilsonville planning commission.

- D. Presentation materials for the public hearings (one set of hardcopies).
- E. Attendance and support at one (1) hearing before the City of Wilsonville City Council.
- F. PowerPoint presentations explaining the IAMP process and outcomes (electronic version and hard copy).
- G. Presentation display maps (one set of hardcopies).

Schedule: **Month TBD**

Task 10: OTC Plan Amendment and Plan Adoption

Purpose and Approach: The Consultant shall provide a PowerPoint presentation to help assist the Agency in making a presentation regarding the –Wilsonville Road IAMP to the OTC. The purpose of this presentation will be to show the OTC how Agency has complied with the applicable plans, policies and OARs and the conditions applied by the OTC for the Wilsonville IAMP.

10.1 Prepare Presentation

The Consultant shall prepare a PowerPoint presentation of the reasons for and process undertaken for the Wilsonville IAMP. The PowerPoint presentation shall be an electronic version with a hard copy back-up. The technical reports will be used to guide preparation of the presentation materials. As necessary the Consultant shall prepare display maps to support the PowerPoint presentation.

10.2 Prepare Facility Plan amendment and Staff Report

The Wilsonville IAMP is a facility plan and will be adopted by the OTC as part of the Oregon Transportation Plan (state TSP). Consultant shall develop the findings for facility plans needed to be included into the staff report to the OTC. The facility plan adoption process is articulated in the SAC Program [OAR731-15-065(1)]. The staff report for the facility plan must address findings regarding:

- Compatibility with acknowledged comprehensive plans,
- Compatibility with statewide planning goals which specifically apply. Refer to OAR 660-030-0065(3)(d),
- Compatibility with affected modal system plans and the OTP,
- Adequate coordination with local governments during plan preparation,
- Adequate public involvement during plan preparation, and
- Agency is not exceeding its authority.

10.3 Final IAMP Document

Following adoption of the facility plan, Consultant shall deliver the final adopted IAMP to Agency as 10 hard copies and 25 electronic copies on compact discs.

Consultant Deliverables:

- A. Draft staff report submitted for Agency and Stakeholder Working Group review (in electronic format).
- B. Final staff report - One (1) hard copy and (1) electronic copy delivered via email transmittals shall be provided to the Agency.
- C. PowerPoint presentation (electronic version and hard copy).
- D. Presentation display maps (one set of hardcopies).
- E. Deliver the final adopted IAMP to Agency as ten (10) hard copies and twenty-five (25) electronic copies on compact discs.

Schedule: **Month TBD**

EXHIBIT B
CONSULTANT'S ESTIMATED LABOR HOURS AND COSTS

Estimated Labor Hours and Costs
Wilsonville Road IAMP

DKS / APG Team

Tasks Description	Total Hours By Task	Total Dollars By Task	DKS Associates						Angelo Planning Group			
			Principal	Project Manager	Project Engineer	Planner / Engineer Assistant	Graphics	Admin	Principal	Sr. Planner	Planner	Admin
			\$175.00	\$160.00	\$115.00	\$85.00	\$75.00	\$65.00	\$170.00	\$126.00	\$90.00	\$85.00
1 Project Management	192	\$26,088	\$3,500	\$16,000	\$2,300	\$0	\$0	\$2,600	\$680	\$1,008	\$0	\$0
1.1 Project Management Team	192	\$26,088	20	100	20			40	4	8		
2 Agency and Public Involvement Program	40	\$4,404	\$0	\$1,280	\$1,380	\$0	\$0	\$520	\$0	\$504	\$720	\$0
2.1 Public Involvement Plan	40	\$4,404		8	12			8		4	8	
3 Review Plans & Policies	56	\$5,514	\$0	\$320	\$1,380	\$1,700	\$0	\$0	\$0	\$504	\$1,440	\$170
3.1 Review Plans and Policies	56	\$5,514		2	12	20				4	16	2
4 IAMP Boundaries and Maps	108	\$9,780	\$0	\$1,280	\$920	\$0,120	\$1,200	\$260	\$0	\$0	\$0	\$0
4.1 Draft Plan Area	28	\$2,590		2	2	24						
4.2 Public workshop #1	24	\$2,590		6	6	8		4				
4.3 Final Plan Area Boundaries	28	\$2,260				16	12					
4.4 Assess Existing GIS & Other Data Layers	28	\$2,340				24	4					
5 Analyze Existing Condition:	134	\$12,788	\$350	\$1,600	\$2,760	\$6,120	\$1,200	\$390	\$0	\$0	\$360	\$0
5.1 Existing Land Use Analysis	8	\$700				4					4	
5.2 Existing Transportation Conditions Analysis	82	\$8,190	2	8	20	40	8	4				
5.3 Tech Memo #3	20	\$1,930		2	4	12		2				
5.4 Plan Area Base Maps	24	\$1,950				16	8					
6 Future Travel Forecasts and Needs Analysis	173	\$18,027	\$700	\$3,520	\$5,405	\$6,630	\$900	\$260	\$0	\$252	\$360	\$0
6.1 Future Travel Demand Forecasts	36	\$3,882	2	4	8	16				2	4	
6.2 Future Conditions Analysis	81	\$8,095		6	25	50						
6.3 Tech Memo #4	44	\$4,410	2	6	8	12	12	4				
6.4 Public workshop #2	12	\$1,650		6	6							
7 Develop and Evaluate Alternatives	192	\$19,152	\$700	\$2,880	\$5,750	\$6,290	\$2,400	\$520	\$0	\$252	\$360	\$0
7.1 Future Land Use and Transportation Alts	106	\$10,602	2	10	28	34	24	2		2	4	
7.2 Access Management Plan	36	\$3,330		2	8	16	8	2				
7.3 Preliminary Scoring and Evaluation of Alts	22	\$2,260		2	8	12						
7.4 Tech Memo #5	28	\$2,960	2	4	6	12		4				
8 Interchange Area Management Plans	140	\$14,128	\$350	\$2,560	\$3,220	\$5,440	\$900	\$650	\$0	\$1,008	\$0	\$0
8.1 Prepare IAMP Documents	116	\$11,638	2	10	22	64	6	4		6		
8.2 Open House Meeting	24	\$2,490		6	6	6	6	6				
9 Local Plan Amendment and Plan Adoption	108	\$12,644	\$0	\$4,800	\$0	\$0	\$0	\$0	\$340	\$2,394	\$4,770	\$340
9.1 Meet w/City	10	\$1,080								5	5	
9.2 Prepare applications	58	\$5,504							2	4	18	4
9.3 Attend City Planning Commission Mtgs	23	\$3,510		18						5		
9.4 Attend City Council Mtgs	17	\$2,550		12						5		
10 OTC Plan Amendment and Plan Adoption	86	\$8,326	\$350	\$960	\$1,380	\$1,530	\$900	\$650	\$0	\$756	\$1,800	\$0
10.1 Prepare Presentation	26	\$2,532	2	4	4	8	4	2		2	4	
10.2 Prepare Facility Plan Amendment & Staff Rep	36	\$3,784		4	8	4	4			4	12	
10.3 Final IAMP Documents	24	\$2,010		2		6	4	8			4	
Total Labor Hours	1,229		34	220	213	398	100	90	6	53	109	6
Total Labor Costs		\$ 130,843	\$ 5,950	\$ 35,200	\$ 24,495	\$ 33,830	\$ 7,500	\$ 5,850	\$ 1,020	\$ 6,478	\$ 9,810	\$ 510

Direct Costs	\$
Travel	\$ 500
Reproduction - Presentation Materials	\$ 1,000
Reproduction - Final Plan	\$ 500
Reproduction - Codes & Ordinances	\$ 350

Cost Summary	
Labor Cost	\$ 130,843
Direct Costs	\$ 2,350
Total Estimated Cost	\$ 133,193

ENGINEERING DEPARTMENT
STAFF REPORT & RECOMMENDATION

DATE: October 6, 2008
TO: Honorable Mayor and City Councilors
FROM: Michael A. Stone, City Engineer
SUBJECT: Recommendation for Award: Wilsonville Road/I5 Interchange Area Master Plan (IAMP) (Project #4142)

SUMMARY

The Oregon Department of Transportation (ODOT) and the City has recently entered into an Intergovernmental Agreement (IGA) to construct improvements to the Wilsonville Road/I5 Interchange. The IGA stated that the Oregon Department of Transportation (ODOT) and Wilsonville are required to enter into a Interchange Area Master Plan (IAMP) for the Interchange. The IAMP must be completed and adopted prior to bidding the proposed improvements.

The IAMP will address key elements adopted into the Comprehensive Plans for both Wilsonville and Clackamas County with subsequent adoption by the Oregon Transportation Commission (OTC) as a facility plan, that identifies the future transportation network, including local connections the Interstate System; access management, future land uses and development regulations within the Interchange Area.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution No. 2140 authorizing the City Engineer to sign a Professional Services Agreement (Attached as Exhibit 'A') with DKS Associates in the amount of \$133,193.00.

DISCUSSION

For approximately (15) years the Traffic Engineering firm of DKS has provided development related traffic impact studies for all developments within Wilsonville. Given their extensive knowledge and understanding of not only local traffic but regional impacts of development occurring in the Metro area, Staff feels that DKS is uniquely qualified to perform this study in the timely manner necessary to allow the project bidding to occur as planned.