

**RESOLUTION NO. 2596**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MIG, Inc. (COMMUNITY DEVELOPMENT PROJECT #3004)**

WHEREAS, the City of Wilsonville's Urban Renewal Strategy and Tourism Development Strategy both identified a Wilsonville Town Center Redevelopment Plan as a priority action item, were developed with extensive public input by volunteer task forces, and adopted by the City Council in 2014; and

WHEREAS, the City Council established the Wilsonville Town Center Redevelopment Plan as a 2015-2017 Council Priority Goal; and

WHEREAS, the City has received grant funds and has budgeted funds in order to establish a specific strategy for policy development and future investment in the Wilsonville Town Center, setting the stage for further public and private investment and development; and

WHEREAS the Project will create an implementation strategy with implementing ordinances and specific actions to reduce barriers to redevelopment, improve access and connectivity, enhance the urban environment, support local commerce, and increase activity in the town center; and

WHEREAS, the City solicited Requests for Proposals from qualified consultants in compliance with the City of Wilsonville Municipal Code and Oregon Public Contracting laws to assist City staff with the foregoing tasks; and

WHEREAS City staff has determined that MIG, Inc. submitted the most qualified proposal at a competitive fee for services;

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and the MIG, Inc. proposal ranked highest when considering experience, project understanding and approach, and cost.
2. City Council authorizes the City Manager to execute the Professional Services Agreement with MIG, Inc., in the form attached hereto as **Exhibit A**.

3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at their regular meeting thereof this 15th day of August, 2016, and filed with the Wilsonville City Recorder this date.

---

TIM KNAPP, Mayor

ATTEST:

---

Sandra C. King, MMC City Recorder

**SUMMARY OF VOTES:**

Mayor Knapp - Yes

Council President Starr - Yes

Councilor Fitzgerald - Yes

Councilor Stevens - Yes

Councilor Lehan - Yes

Exhibit A - Professional Services Agreement with MIG, Inc.

**CITY OF WILSONVILLE  
PROFESSIONAL SERVICES AGREEMENT  
Wilsonville Town Center Redevelopment Plan (#3004)**

This Professional Services Agreement (“Agreement”) is made and entered into on this 15<sup>th</sup> day of August, 2016 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **MIG, Inc.**, a California corporation (hereinafter referred to as “Consultant”).

**RECITALS**

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

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Term**

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, unless earlier terminated in accordance herewith. Except in the event of an extension of time, agreed to in writing by the City, all Services must be completed by no later than December 31, 2018.

**Section 2. Consultant’s Services**

2.1. Consultant shall diligently prepare the Town Center Redevelopment Master Plan according to the requirements identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Wilsonville Town Center Redevelopment Plan Project (“Project”).

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature of Consultant’s authorized Project Manager. Any documents submitted by Consultant which do not bear the signature of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City,

whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

### **Section 3. Compensation**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Services described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Compensation above the amount shown in **Subsection 3.1** above requires a written Addendum, executed in compliance with the provisions of **Section 16**.

3.3. Unless expressly set forth on Consultant's Rate Schedule as a reimbursable expense item that is not included in the Compensation Amount of **Subsection 3.1**, or as an additional charge for which a written Addendum has been approved, in accordance with **Subsection 3.2** and the requirements of **Section 16**, Consultant shall only be entitled to the Compensation Amount specified in **Subsection 3.1**.

3.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion

of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.5. The City will be responsible for the direct 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, that are not specifically covered by **Exhibit A**.

3.6. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, and all other indirect and overhead charges.

#### **Section 4. Prevailing Wages**

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective January 1, 2016, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can currently be found at the following website address: [http://www.oregon.gov/boli/WHD/PWR/Pages/January\\_2016\\_Index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/January_2016_Index.aspx). Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

#### **Section 5. City's Responsibilities**

The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

## **Section 6. City's Project Manager**

The City's Project Manager is Miranda Bateschell. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

## **Section 7. Consultant's Project Manager**

Consultant's Project Manager is Alex Dupey. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

## **Section 8. Project Information**

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those 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 newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

## **Section 9. 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 Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the 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 the City's rights.

## **Section 10. Subcontractors and Assignments**

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall neither subcontract with others for any of the Services prescribed herein nor assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work

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

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

### **Section 11. Consultant Is Independent Contractor**

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on an approved Rate Schedule. Rate Schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with and be subject to the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

## **Section 12. Consultant Responsibilities**

12.1. Consultant shall make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement, as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings 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 defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, 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.

12.4. References to "subcontractor" mean a subcontractor at any tier.

## **Section 13. Indemnity and Insurance**

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from 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 or reckless misconduct 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 the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error,



omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

13.2. Standard of Care: In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the 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 of this Agreement and within the prescribed timeframe.

13.3. Insurance Requirements: Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.3.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.3.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by

Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

13.3.3. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

13.3.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

13.3.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.3.6. Additional Insured and Termination Endorsements. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policy(ies), as applicable, will be provided by endorsement. Additional insured coverage shall be for both on-going operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO form CG 2404 or its equivalent shall be provided. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

13.3.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the

City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

13.3.8. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

#### **Section 14. Early Termination; Default**

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

14.1.1. By mutual written consent of the parties;

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

14.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the 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, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

14.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, 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 the City under this Agreement.

14.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination.

Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment. The City retains the right to elect whether or not to proceed with actual construction of the Project.

### **Section 15. Suspension of Services**

The City may suspend, delay, or interrupt all or any part of the Services 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 Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

### **Section 16. Modification/Addendum**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement 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, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

### **Section 17. Access to Records**

The 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 the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

**Section 18. Property of the City**

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to reports, research, spreadsheets, charts, graphs, modeling, maps, plans, data generation, and any other documents generated for the Project, shall be the exclusive property of the City and shall be delivered to the 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 the City upon request without additional compensation.

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

**Section 19. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Miranda Bateschell  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Consultant: MIG, Inc.  
Attn: Alex Dupey  
815 SW 2<sup>nd</sup> Avenue, Suite 200  
Portland, OR 97204

**Section 20. Miscellaneous Provisions**

20.1. Integration. This Agreement, including all exhibits attached hereto, 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.

20.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

20.3. No Assignment. Consultant may not assign this Agreement, nor the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), 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 that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapters 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.

20.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

20.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

20.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

20.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

20.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

20.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time

referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

20.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

20.15. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

20.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

20.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

20.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

20.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

20.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

**CONSULTANT:**

MIG, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Barbara A. Jacobson, Assistant City Attorney  
City of Wilsonville, Oregon

**ATTESTED TO:**

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder  
City of Wilsonville, Oregon



## 1 Project Management and Team Oversight

### 1.1 Project Management/Team Oversight

Consultant will provide overall team coordination and project management for the duration of the contract. The Consultant Project Manager (PM) will coordinate with the City of Wilsonville PM on general logistics, planning and deliverables, public events. This task includes regular oversight of the statement of work, project team coordination, subconsultant management and coordination, budget management and QA/QC monitoring, as well as ad hoc voice, e-mail and fax communications.

### 1.2 Team Meetings/Coordination calls with Wilsonville

The Consultant PM will coordinate with the Wilsonville PM to schedule and facilitate up to (36) bi-weekly project management team coordination meetings or conference calls focused on moving tasks forward and addressing project issues as they arise. Consultant will provide a brief e-mail summary of the coordination meeting, documenting project decisions and next steps, as applicable, to the Wilsonville PM. Consultant assumes that coordination meetings will be primarily by phone, but could also include internal work sessions with city staff or stakeholders, in addition to covering general project issues. Consultant team staff in attendance will be primarily the Consultant PM with Consultant Team members taking part in the calls or meetings as needed to complete their tasks and coordinate with City staff. Consultant will establish and maintain a file sharing/project coordination tool such as Basecamp, Google Drive or similar system to manage deliverables and project information.

### 1.3 Consultant Deliverables for Task 1:

- Overall project management, staff coordination QA/QC monitoring
- Coordinate and facilitate up to 36 team meeting or coordination calls

## 2 Project Kickoff and Public Involvement

### 2.1 Kickoff Meeting and Site Visit

Consultant will develop a draft agenda for a ½ day project kickoff meeting and Site Visit for the City to review. Consultant will revise the agenda based on City input and distribute to the project team prior to the kickoff meeting. Consultant will facilitate the project kickoff meeting, covering the draft scope of services, schedule, project procedures and expectations regarding coordination and reporting, confirming processes to efficiently develop the Town Center Plan, discuss background data needed such as GIS information, other land use plans, traffic data, utility master plans, environmental documents and other relevant project information necessary to begin the existing conditions analysis. Consultant assumes that the City will provide the relevant background information in electronic or hardcopy format (CD/DVD or file transfer is acceptable). Consultant will prepare a meeting summary that identifies the meeting outcomes, overall responsibilities and expectations.

The Consultant PM will coordinate with the Wilsonville PM to develop a tour route for the Town Center site visit. Consultant assumes that the City will lead the tour and overall development of the route, including transportation for the tour. Following the site visit, the Consultant team will consolidate its visual data collection—including photos, annotated maps and other products into a site tour “map book” that can be placed onto the project website for the public viewing.

## **Wilsonville Town Center - Scope of Services**

The kickoff meeting and site tour will include up to five consultant team staff, including the principal in charge, project manager, transportation, market and infrastructure task leaders.

### **2.2 Revised Scope of Services**

Upon completion of the site visit and project kickoff meeting, Consultant will revise the scope of services, if necessary, to address comments or questions made during the kickoff meeting and site visit. The Consultant PM will provide and amended scope of services to the City for review. The Consultant PM will incorporate changes to the scope of services. Consultant assumes that changes to the scope of services will be minor and will not affect the overall budget identified for each task.

### **2.3 Draft Public Involvement Plan**

Consultant will develop a Public Involvement and Communications Plan that identifies the tools, techniques and anticipated timing for major events during the project. The goal of the Public Involvement and Communications Plan is to create a citywide "buzz" by using a variety of interactive communications and public engagement techniques; reach a broad cross-section of the community, business and property owners in Town Center, and traditionally underrepresented community members; and implement a branding strategy that makes the Project easily identifiable and interesting. This Public Involvement and Communications Plan will provide specific direction on the following public engagement elements:

- Providing City staff information to post on social media tied to public events
- Ongoing public event support and outreach materials (Task 2.4)
- Branded project website, project logo, and online engagement (Task 2.5)
- Stakeholder and business meetings (Task 3.4)
- Public kickoff event(s) (Task 3.5)
- Community design workshop (Task 4.1)
- Pop-up event(s) (Task 6.1)
- Project Advisory Committee meetings
- Planning Commission and City Council work sessions, briefings and hearings

The Consultant PM will coordinate with the Wilsonville PM to collaborate with, as possible, existing events within the City and the major tasks of the project, including identifying social media outreach for each public event (City to implement social media outreach). The goal of this scheduling is to take advantage of existing City activities such as the City's summer barbeques and brew fest, farmers market and Movies in the Park to attract larger audiences. The Public Involvement and Communications Plan will also identify which consultant team members and City staff are assumed to be present at meetings and other in-person events.

Consultant will assist the City in identifying community members and technical experts as part of the Project Advisory Committee to provide guidance on project deliverables.

### **2.4 Ongoing Educational Materials and Public Event Support**

Consultant will craft and execute an ongoing community outreach and engagement activities such as limited pop-up events and/or tactical urbanism activities. Consultant will also prepare public information materials and presentations for either general update and engagement purposes and/or to address specific issues such as housing, transportation, etc. Anticipated potential tasks and activities could include:

## **Wilsonville Town Center - Scope of Services**

- Neighborhood/district focus groups and coffee chats
- Neighborhood/district workshops and forums
- Outreach materials at community festivals and events
- Neighborhood “idea centers” in appropriate locations
- Intercept surveys

Consultant assumes that this task will be completed on an as needed basis, up to the budget assigned to this task. Not all potential activities are assumed to be completed, but serve as a list of potential ongoing outreach services that could be used during the project.

### **2.5 Project Website and Periodic Updates**

Consultant will design, launch, host and maintain an interactive and image-oriented project website that allows users to sign-up for automatic email notifications when new project information is posted on the website, review the latest information, download public documents related to the project and provide project input both generally and through rotating, targeted questions and surveys.

Consultant will maintain comment logs throughout the duration of the project.

Consultant will update the website as new project information becomes available during the project, particularly at major milestones and events. The City may at times assist in writing copy for and providing updates to the website.

### **2.6 Planning Commission Work Session**

The draft Public Engagement and Communications Strategy will be presented to the Planning Commission for discussion. Input from the Commission will be incorporated into the final Public Engagement and Communications Strategy.

### **2.7 Final Public Engagement and Communications Plan**

Based on the Planning Commission and City staff input, the Consultant will make necessary changes to the Draft Plan and provide the City with a Final Public Engagement and Communications Plan.

### **2.8 Consultant Deliverables Task 2:**

- Project Kick-off Meeting agenda. Walking tour materials (such as maps). Visual data collection “Map Book”
- Draft and Final Public Involvement and Communications Plan;
- Draft and final Social Media and Publicity Strategy
- Draft and final Educational materials
- Project Website and logo. Periodic website updates, as needed.
- Planning Commission work session materials

## **3 Identify Key Opportunities, Goals and Measures of Success**

### **3.1 Existing Conditions Report**

The Consultant team will prepare an existing conditions report that assesses the land use and regulatory, infrastructure, transportation and environment issues, barriers and opportunities. The Existing Conditions Report shall include an identification of:

## **Wilsonville Town Center - Scope of Services**

### **Land Use and Regulatory Conditions**

Consultant and Angelo Planning Group will summarize the existing Comprehensive Plan policies and code that apply in the Town Center, noting those elements that are either supportive of, or barriers to, developing a 21<sup>st</sup> Century Town Center. This analysis will also summarize the current design regulations, noting opportunities for new design guidelines and standards. The analysis will also address code requirements as they affect development characteristics and how they relate to business and market trends in town centers, including allowed uses, minimum and maximum building envelopes, lot coverage, building orientation, street access, parking, pedestrian connections to buildings and landscaping. Consultant will prepare (in an appendix) an annotated version of the applicable plan and code sections, so there is a review for use in subsequent tasks and drafting of the proposed amendments.

Consultant assumes that the City shall compile and provide all existing relevant plans, codes and studies that affect the study area.

### **Environmental and Physical Conditions**

Using City-provided GIS information, Consultant shall produce annotated existing conditions maps and summaries that address the following information and context:

- Project area;
- Topography;
- Impervious surface
- Tree canopy
- Transportation and access, including bicycle facilities, transit routes and stops, and sidewalks/pathways;
- Parks and open space
- Vacant and underutilized parcels
- Projects identified in the current Transportation System Plan;
- Comprehensive Plan designations and zoning districts;
- Sensitive lands, including wetlands and waterways;
- Location of existing sewer, water and storm water utilities; and
- Projects identified in the current sewer, water, and storm water Master Plans.

### **Multimodal Transportation Conditions and Analysis**

Consultant will conduct a multi-modal transportation analysis of the major intersections and networks within the vicinity of the Wilsonville Town Center. These nine study intersections are the most likely to be impacted by the Town Center Redevelopment Plan:

1. Wilsonville Road/Town Center Loop East
2. Wilsonville Road/Rebekah Street
3. Town Center Loop/Parkway
4. Town Center Loop West/Park Place
5. Town Center Loop East/Courtside Drive
6. Town Center Loop East/Canyon Creek Road
7. Wilsonville Road/Town Center Loop West
8. Wilsonville Road/I-5 Northbound Ramp
9. Wilsonville Road/I-5 Southbound Ramp
10. Bike/Ped Trail west of Town Center Loop West

## **Wilsonville Town Center - Scope of Services**

As part of this Task, if the City does not already have, Consultant shall obtain new weekday PM peak hour traffic counts for all modes at the ten intersections listed above. The above intersections will be evaluated for each of the following scenarios:

- Existing Conditions (2016) – Based on new traffic counts and existing geometries
- Future Baseline (2035) – Using volume forecasts from Wilsonville TSP and geometries associated with High Priority Projects

Consultant will prepare 2035 future forecasts using the Metro Gamma Model that was refined as part of the Wilsonville Transportation System Plan and Frog Pond Area Plan transportation planning studies. Consultant will provide future level of service (LOS), delay, volume to capacity (V/C) for each of the study intersections. As part of this analysis, Consultant will assess connectivity for bicycles, pedestrians and transit. This analysis will review the Metro trip adjustment assumptions.

In addition, Consultant will perform a sensitivity analysis of the I-5 Interchange areas assuming varying levels of traffic growth to determine the approximate capacity that would be available for future land use from this project.

Consultant will also conduct multimodal analysis for transit, bicycles and pedestrians for all intersections and segments within the Town Center. Bicycle and pedestrian Level of Traffic Stress must be evaluated and results graphically displayed for the existing conditions. Agency guidance about the Level of Traffic Stress methodology will be taken from Chapter 14 of the ODOT Analysis Procedures Manual.

### **Parking**

Consultant will complete a cursory visual analysis with photo documentation of parking usage within the Town Center. Analysis will include site tours at two separate times to document how parking is used in the Town Center. Consultant will document the findings in a PowerPoint presentation. As part of this task, Consultant will also identify best practices for parking management in similar locations providing concepts that can be explored if a parking management strategy is required.

### **Infrastructure Analysis**

Consultant will coordinate with the City's Community Development Department and GIS Manager to identify specific sewer, water, and stormwater infrastructure located within the Town Center boundary. Using the most current master plan information, Consultant will identify current water, sewer and stormwater capacity issues within the Town Center. Consultant will review the City's low impact development standards and identify potential application measures/best practices for use within the Town Center. Consultant will develop a matrix to guide land use and infrastructure options to be developed in future tasks.

### **Market Analysis**

Utilizing existing information where available and assembling new research where necessary, Consultant will evaluate market conditions to understand demographic, economic, and real estate trends in Wilsonville and the Portland metropolitan region, to understand the differences and interrelationships of the various subdistricts of the Town Center, and to understand its competitive position within the region. This data will help inform the strategy for future land use and redevelopment options. Elements of the market analysis will include:

## **Wilsonville Town Center - Scope of Services**

- Local and Regional Real Estate Conditions and Trends: Review information about real estate performance throughout the region, including vacancy and rental rates for commercial and retail space, recent and proposed projects, business types and vacancies in Wilsonville Town Center, housing absorption trends, and summary information about competitive commercial areas.
- Historical/Projected Economic and Demographic Data: Review market indicators such as population, income, psychographic profiles, consumer spending, and other relevant factors.
- National Trends: Summarize the latest information about how national trends in housing, employment, and retail will impact the potential types and scales of uses feasible and appropriate in the Town Center as well as long-term development potential, and identify key areas for investment, including potentially catalytic sites and development types that are more likely to increase investment and property values.
- Conduct interviews with regional and local real estate professionals (brokers, developers, economic development officials, etc.) to gather additional information about the market and to test possible ideas regarding feasible land uses.
- A retail analysis section informed by local and national trends information, which will consider the demand for and viability of new retail formats, including but not limited to those that are potentially more cost-effective and appealing to independent, small businesses.

### **Draft and Final Existing Conditions Report**

Using the information gathered in this task, Consultant will develop a series of annotated maps and/or infographics with short narratives that summarize the key information gathered about the Wilsonville Town Center. The draft and final Existing Conditions Report will be primarily graphics and annotated maps as opposed to a text heavy document.

### **3.2 Advisory Committee Meeting #1 and #2**

Consultant will organize and facilitate two Advisory Committee meetings during Task 3. Advisory Committee Meeting #1 will focus on the existing conditions, opportunities and constraints information collected and evaluated as part of Task 3. Advisory Committee Meeting #2 will be scheduled following the public kickoff event to discuss and further the key outcomes and issues identified through the public kickoff, stakeholder interviews, and online engagement results. Consultant will provide meeting summaries for the Advisory Committees to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meetings.

### **3.3 Stakeholder Meetings**

Consultant will coordinate with the City to identify up to 10 individual or small group meetings to be interviewed by the Consultant. The goal of these meetings are to engage people who could have a significant influence on the project, but may not be part of the project advisory committee. The stakeholder meetings may include representatives from City Council and Planning Commission, local neighborhood and community groups, the Chamber of Commerce, Rotary, development experts, landowners and business owners, and other stakeholders. The City will lead the scheduling of these meetings. The intent of the interviews is to gain information on best practices for redevelopment in the Town Center, engage existing landowners and businesses, vet potential goals and objectives for the project, identify regulatory challenges, and

## **Wilsonville Town Center - Scope of Services**

desired land use patterns. Interviews are anticipated to take up to an hour each and will be documented with notes from each meeting prepared by Consultant and combined into one summary document.

### **3.4 Public Kickoff Event/Mapita**

Consultant will organize and facilitate a large public event, with a duration of approximately two-hours, that introduces the project, develops a vision and project goals, and identifies opportunities and constraints for the Town Center. Consultant will coordinate with the City on the structure of this public kick-off. Consultant assumes that this kickoff will be workshop style, with large and small group discussions around change in the Town Center. At the same time as the kickoff, Consultant will launch the first round of Mapita or similar online survey that will ask questions about perceptions and issues, where the actual cultural and civic center is in Wilsonville, and how to get around, among others.

Consultant assumes that the City will secure the location for the kickoff meeting.

### **3.5 Public Comment Summary**

Following the completion of Advisory Committee #1, the stakeholder meetings and the Public Kickoff (including the online survey), Consultant will summarize the public input in a "Project Kickoff Summary Memorandum." The summary will identify the key information from those meetings, with appendices, as needed, with supporting materials. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City.

### **3.6 Key Opportunities Summary Memorandum**

Upon completion of Tasks 2 and 3, Consultant will develop a concise memorandum with annotated maps and graphics that both identifies the key opportunities and challenges within the Town Center on the topic headings described in Task 3.1 and also sets direction for developing future alternatives. This task will analyze and refine the information gathered to date and incorporate the results of the public kickoff and online survey results. This deliverable will be primarily annotated maps, images and infographics to show the existing and potential opportunities within the project area, including potential low-impact development options, multimodal connectivity, in-fill and redevelopment, parks and open space. Consultant will submit a draft memorandum to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final memorandum to the City. Consultant assumes two rounds of revisions.

### **3.7 Town Center Goals**

Consultant will develop a brief memorandum that identifies the goals and measures of success that will be used to develop and evaluate land use, development and transportation alternatives that will be developed and vetted. Goals and measures of success will be provided in matrix format and will specifically highlight economic, livability, and sustainability measures including low impact development, reduced GHGs, and equity. Consultant will submit a draft memorandum to the Wilsonville PM for review prior to finalization.

### **3.8 Joint Planning Commission/City Council Briefing**

Consultant will present the results of Task 3 in a Joint Planning Commission and City Council briefing. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Market Analysis Task leader will be present at the meeting.

### **3.9 Consultant Deliverables for Task 3:**

- Draft and final existing conditions report, including infographics, as applicable, for the existing conditions, opportunities, constraints and market analysis;
- Appendices/technical information describing land use and regulatory issues, traffic and transportation, infrastructure, and market analysis and including the parking PowerPoint presentation;
- Public Kickoff event and materials;
- Stakeholder interviews summary memorandum of results and key issues;
- Advisory Committees #1 and #2 meeting materials, including summaries of meeting results;
- Draft and Final Public Comment Summary of public engagement results for Task 3;
- Draft and Final Key Opportunities Summary Memorandum; and
- Town Center Goals and Measures of Success Memorandum;
- PowerPoint presentation of key outcomes of Task 3;
- Joint Planning Commission and City Council work session materials

## **4 Community Design Workshops and Alternatives Analysis**

### **4.1 Community Design Workshops**

Consultant will organize, with City assistance securing meeting location(s) and other logistics, a public discussion to develop and vet potential Town Center alternatives. This schedule would include: an approximately ½ day public workshop on a Saturday to kick off the design process using small and large workgroups to develop potential concepts to vet with the public via an online survey and stakeholders and refine at the follow-up community meeting. Consultant will compile a PowerPoint of results that can be vetted with local neighborhood and business interests and absentee landowners for input. Consultant will lead the meeting, gathering input on potential development and multimodal transportation options, density, massing, urban design, and project priorities.

Upon completion of the initial workshop, Consultant will deploy Mapita or similar online survey tool loaded with the Town Center concepts for online review and comment. Consultant will amend the public workshop PowerPoint presentation to summarize the results of the online survey.

Following the design workshop, consultant will contact stakeholders identified in Task 3.4 to review the results of the workshop, providing in advance of the meeting or conference call a PowerPoint or similar style of presentation. Consultant will facilitate the meeting or conference call. Consultant assumes that this coordination will be up to four meetings or conference calls, either individually or in small groups.



## **Wilsonville Town Center - Scope of Services**

Upon completion of the online survey and additional stakeholder input, Consultant will organize and facilitate a second public workshop to vet and confirm the results of the design workshop and additional stakeholder meetings. Consultant will present options developed during the in-person and online input process. Consultant and the City will confirm the types of tools used but assume to include:

- Presentation of the input gathered to date and preliminary results or concepts developed during the initial work session;
- Keypad polling or similar techniques to gather input on the ideas presented
- Facilitated small group discussions to refine the concepts;
- Report out to the larger group: Consultant will capture the discussion using wall-graphic techniques.

### **4.2 Public Comment Summary**

Consultant will document the results of the Community Design Workshops and associated outreach, including a summary of public input, maps and graphics documenting the public participation and design process, and on-line survey / Mapita outputs. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City or Consultant can use to brief the Planning Commission, City Council, and community groups.

### **4.3 Draft Town Center Alternatives**

Upon completion of Task 4.1, Consultant will develop up to three Draft Town Center Alternatives with land use and circulation that take into account the input gathered through the project to date. The goal of these alternatives is to provide options for the analysis and eventual selection of a preferred land use concept in Task 5. Consultant will develop plan-view maps and brief summaries of the alternatives for review by the City, including each alternative's consistency with the Town Center goals developed in Task 3. City will provide one set of non-contradictory comments to the Consultant. Consultant will revise the alternatives and provide them to the City.

### **4.4 Initial Trip / Traffic Analysis**

Consultant will use the Draft Town Center Alternatives to perform a future transportation analysis that evaluates the impact each land use and circulation alternative would have on the transportation system. The Wilsonville Transportation System Plan (TSP) and associated Comprehensive Plan will be used to determine the initial assumptions about traffic demand from the Wilsonville Town Center based on the land use assumptions that were the basis for the TSP's future analysis. Additional traffic volume post processing will be performed to adjust the volumes based on how the land use alternatives vary from the TSP assumptions. The future 2035 horizon year has been selected to maintain consistency with the City's adopted TSP. This analysis will include a multi-modal trip adjustment associated with land use, connectivity, and transit in the town center.

The High Priority Projects proposed in the City's TSP will be assumed as part of the 2035 baseline transportation network. Applicable City and ODOT performance criteria will be assessed for each future transportation scenario corresponding to each Draft Town Center Alternative. Should the study intersections not meet performance standards or safety/operational criteria, Consultant shall propose mitigation/improvements to address the specific deficiency.

## **Wilsonville Town Center - Scope of Services**

Future analysis will also evaluate the impact to the I-5/Wilsonville Road interchanges (ramp intersections and meters) as well as the remaining study intersections. ODOT performance standards and City mobility standards shall be applied in the evaluation of alternatives.

Consultant shall provide planning level cost estimates for any transportation mitigations and/or improvements identified in the transportation analysis noted above.

### **4.5 Advisory Committee #3 and #4**

Consultant will organize and facilitate Advisory Committee #3 that will focus on providing input and feedback on the concepts developed during the initial public workshop. Advisory Committee 4 will follow the second design workshop to vet results and draft Town Center Alternatives prior to presenting those to the Planning Commission and City Council. Consultant will provide a meeting summary to the City PM within one week of the meeting date. Consultant assumes that the City will provide logistics for the meeting.

### **4.6 Joint Planning Commission and City Council Work Session**

Consultant will present the results of Task 4 in a Joint Planning Commission and City Council work session. Consultant will provide briefing materials for the presentation. City will provide a summary of input from the meetings to be incorporated into future tasks. Consultant assumes that the Consultant PM and Principal in Charge will be present at the meeting. Consultant, in consultation with City staff, will incorporate input, as applicable, into the draft alternatives.

### **4.7 Mid-Term Progress Report**

Consultant will draft a mid-term progress report documenting the results of Tasks One through Four. This progress report will identify the results and issues encountered during earlier tasks, and as necessary, identify potential modifications to future tasks that may be necessary. Consultant will submit a draft progress report to the Wilsonville PM for review. The City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final mid-term progress report to the City.

### **4.8 Consultant Deliverables for Task 4:**

- Meeting materials, organization and facilitation of the Community Design Workshop, including a PowerPoint summary of stakeholder and community outreach, and online Mapita survey results
- Advisory Committee #3 and #4 meeting materials, facilitation, and summary of the meeting results
- Draft and Final Public Comment Summary documenting the public input results for Task 4
- Draft and final Draft Town Center Alternatives
- Draft and Final Trip/Traffic Analysis
- Joint Planning Commission – City Council work session meeting materials
- Draft and Final Mid-Term Progress Report

## 5 Land Use Plan Review

### 5.1 Recommended Land Use Map with Circulation

Using the information gathered from previous completed tasks, Consultant will develop a recommended land use, circulation and urban form plan. Consultant assumes that this task will be completed through internal work sessions with the City to fine-tune specific areas of interest such as building location and form, development code strategies, multimodal access, parks and open space, broader non-motorized community connectivity, public infrastructure, stormwater, and low-impact development standards. Consultant will refine these work session results into a series of annotated maps, visualizations and cross sections showing the components of the project, including:

- Proposed land use and urban form;
- Pedestrian and bicycle circulation, including recommendations for how the Town Center connects to the citywide system;
- Transportation and circulation (including transit);
- Parks and open space; and
- Infrastructure, including sewer, water and stormwater.

The Consultant PM will coordinate with the City PM to develop up to four photo simulations, or similar visualizations using illustrator or Sketch Up, of potential development and other key components of the land use plan.

#### Infrastructure Analysis

Consultant will assess the ability of the sewer, water, and stormwater systems to accommodate future planned development, identifying existing and new capital improvement projects that would be incorporated into the system, and opportunities to bring the stormwater system up to current low-impact development standards. Consultant shall identify specific sewer, water, and stormwater infrastructure projects with planning level cost estimates necessary for implementation of the Final Town Center Master Plan.

#### Zoning Code

Consultant will identify options for the City to consider in crafting its plan and code amendments. This evaluation will look at: (1) existing Wilsonville regulations; (2) a hybrid "place-based" code that blends some existing regulations and procedures with new zoning and design guidelines; and, (3) a form-based approach. Consultant will identify examples from other communities and pros and cons of each approach. Consultant assumes that this regulatory analysis is completed during Task 5, providing enough time to develop code and design guidelines as the Master Plan is prepared in Task 7.

### 5.2 Private Development Feasibility Analysis

Consultant will assess whether the proposed development options are economically feasible from a private development perspective (development pro forma) and identify potentially catalytic sites. Consultant will develop a dynamic high-level pro forma model to test various development options using assumptions and inputs such as land costs, construction costs, commercial rents, cap rates, and other pro forma inputs. By using a dynamic model, we will conduct sensitivity tests in order to determine key tipping points for viability and to test the effectiveness of different building forms, zoning codes, financial incentives, and other tools. This

## **Wilsonville Town Center - Scope of Services**

analysis will make the business case for why change will be feasible and will include recommendations for improving the feasibility of desired development types, increasing value in the Town Center, and aligning funding with prioritized strategies. Consultant will complete a development feasibility analysis report or memo for inclusion in final plan document.

### **5.3 Advisory Committee #5**

Consultant will present the recommended Town Center Alternative to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan will be documented in a meeting summary.

### **5.4 Planning Commission and City Council Meetings**

The recommended Town Center Alternative, including the level of support and requested changes from the Advisory Committee, will be presented by the Consultant to the Planning Commission and City Council. The results of these meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

### **5.5 Consultant Deliverables for Task 5**

- Draft and Final Land Use Map with Circulation system
- Infrastructure Analysis memo with list of new capital improvement projects for preferred land use alternative
- Zoning Code analysis of potential regulatory options for implementation of preferred land use alternative
- Draft and Final catalytic site and development feasibility analysis
- Up to four photo simulations, or similar Town Center visualizations
- Preparation for and facilitation of Advisory Committee #5, including preparation of a written summary of the meeting results
- Planning Commission and City Council briefing (one each) and materials

## **6 Pop Up Event**

### **6.1 Pop Up Event**

After completing these tasks, Consultant will organize and facilitate an interactive pop up event in the Town Center to illustrate potential changes in the Town Center for circulation and urban design. As part of the pop-up, Consultant will also develop display boards describing the key components of the plan, how public input shaped and influenced the proposed plan, and opportunities for the public to provide additional input. Consultant will also provide this information online for public review and comment.

### **6.2 Public Comment Summary**

Upon completion of Task 6.1 Consultant will document the results of this task, including a summary of public input, photographs of the event, maps and graphics documenting the public participation and design process. This summary will be provided in PowerPoint, with supporting maps documenting the results of this task that the City can use to brief the Planning Commission, City Council, and community groups.

**6.3 Consultant Deliverables for Task 6:**

- Pop up event
- Draft and Final Public Comment Summary memorandum documenting the public event and associated outreach

**7 Master Plan Review**

**7.1 Draft Land Use Plan and Trip Analysis**

Using public input, Planning Commission and City Council direction provided from Tasks 5 and 6, Consultant will update the Draft Land Use Plan to develop the Draft Master Plan. The Draft Master Plan will include refined versions of the plan components identified in Tasks 5 and 4.4. Consultant assumes that developing the Draft Master Plan will include up to two focused work sessions with the Consultant team and City staff. The Draft Master Plan will be comprised of annotated maps, revised visualizations, as necessary, and supporting background documentation to support the Draft Master Plan recommendations.

As part of the Draft Master Plan, Consultant will prepare a regulatory strategy that describes the proposed Comprehensive Plan policies and Development Code amendments, initiating implementation of the preferred regulatory option described in Task 5. The regulatory strategy will describe the key content of the proposed policies and code. Consultant assumes that this will be a partial drafting of the plan and code amendments, including an initial set of eight to ten code graphics.

**7.2 Draft Strategies and Actions for Implementation**

Consultant will develop a prioritized implementation strategy tied to funding recommendations. This will include a matrix that documents the goals, objectives and success measures developed through the project with implementing strategies and actions to achieve the Master Plan's goals, including but not limited to new policies, opportunities for public-private partnerships, development incentives, and new programs. For each strategy and action, Consultant will identify appropriate timing, assumed responsibility, and potential funding mechanism, with a focus on leveraging existing resources wherever possible. Consultant will coordinate with the City PM to align infrastructure planning with the City's Capital Improvement Program and consistency with City standards. The outcome of this task will be a matrix of implementing actions and supporting funding and financing measures.

As part of this task, Consultant will develop a funding strategy that identifies realistic and achievable funding strategies to pay for the various public and public-private components of the plan. Elements of the funding strategy will include:

- A funding matrix identifying practical funding strategies, including a description, the types of investments it is best suited for, examples of where it has been used before, the process to put it into place, interrelationships with other funding tools, and other relevant factors.
- A leverage analysis that evaluates the degree to which the proposed public investments in the Town Center are supported by the proposed private development given the anticipated funding tools. For each proposed public investment, we will identify whether it should be primarily funded locally (within the Town Center) or citywide.

## **Wilsonville Town Center - Scope of Services**

- A proposed funding strategy that identifies the most appropriate funding mechanisms and arrays them over time in conjunction with the implementation strategy so that appropriate funding tools are in place and ready to pay for projects when needed.

Consultant assumes that this task will be written as a Master Plan chapter to be incorporated into the final Master Plan.

### **7.3 Advisory Committee #6, Planning Commission, City Council Meetings**

Consultant will present the draft Master Plan and Implementation Strategies to the Advisory Committee for review and discussion. The outcomes, including the Advisory Committee's agreement or requested modifications to the plan, will be documented in a meeting summary. The draft Master Plan and Implementation Plan, including input provided by the Advisory Committee, will be presented to the Planning Commission and City Council. Key findings from these three meetings will be summarized in a PowerPoint presentation and submitted to the Wilsonville PM for use in briefing other community groups. The PowerPoint will also be placed online and available for public viewing.

### **7.4 Consultant Deliverables for Task 7:**

- Draft Land Use Plan and Trip Analysis
- Draft Master Plan and supporting appendices, as applicable
- Draft implementation strategies
- Recommended land use regulatory strategy
- Preparation for and facilitation of Advisory Committee #6, including preparation of a written summary of the meeting results
- Planning Commission and City Council work sessions (one each) and materials

## **8 Adopt Town Center Redevelopment Plan**

### **8.1 State, Regional, and Local Consistency Analysis**

Consultant will draft Transportation Planning Rule (TPR) findings and, if pursued, a Multimodal Mixed-Use Area (MMA) analysis and recommendations, as applicable. The TPR will include anticipated TSP changes. Consultant will coordinate with the City and ODOT to determine if an MMA is feasible. To document the plan's consistency with regional and local land use plans, Consultant will also develop a short two to three-page memorandum describing the Draft Master Plan's consistency with Title 6 of the Urban Growth Management Functional Plan.

### **8.2 Final Master Plan**

Consultant will create an approximately 40 to 60-page reader-friendly document that describes the overall vision, public engagement results, land use and regulatory changes and state, regional and local land use consistency, funding and financing recommendations and prioritized capital improvement projects. It will focus on short, medium and long term phaseable projects and identify critical path elements that are necessary to improve the Town Center today and over time. Exhibits and visualizations developed as part of previous tasks will be incorporated into the Final Master Plan. As with other tasks, the Final Master Plan will be highly visual *and* targeted as both a strategic framework plan and a marketing and branding action plan for future developers. Comprehensive plan and development code amendments will be

## **Wilsonville Town Center - Scope of Services**

hearings-ready and incorporated in the Final Master Plan as an appendix along with transportation system plan, utility master plans, and other plan amendments, as applicable.

Consultant will provide the draft Final Master Plan to the Wilsonville PM for review. The City will provide one set of non-contradictory comments to Consultant to incorporate into the Final Master Plan. Consultant assumes two rounds of comments prior to finalizing the document.

### **8.3 Comprehensive Plan Map and Development Code Amendments**

Consultant will prepare draft and final amendments for the Comprehensive Plan text and policies, Comprehensive Plan map, Zoning map, and Development Code. The amendments, with findings for compliance, will be "hearings-ready", i.e. the complete package of amendments needed for adoption. Code/design guideline graphics (8-10) will be prepared.

### **8.4 Planning Commission Meetings**

Consultant will provide support to the City to complete the Planning Commission Hearing packet. Consultant will prepare for and present at up to two Planning Commission work sessions and one Planning Commission hearing.

### **8.5 City Council Adoption**

Consultant will provide support to the City to complete the City Council Hearing packet. Consultant will prepare for and present at up to two City Council work sessions and one City Council hearing.

### **8.6 Consultant Deliverables for Task 8:**

- State, regional and local consistency analysis, including Title 6, TPR compliance, and MMA findings, as applicable;
- Draft Final and Final Master Plan with implementing strategies, prioritized projects and technical appendices;
- Comprehensive Plan and Development Code amendments with supporting findings for adoption;
- Preparation for, meeting materials and attendance at up to three Planning Commission meetings; and
- Preparation for, meeting materials and attendance at up to three City Council meetings.

### **Assumptions for Meetings and Deliverables:**

- Consultant assumes that for all deliverables, unless noted in the task, there will be one round of revisions and the City will provide a single set of non-contradictory comments to Consultant that will be addressed prior to submitting the final product to the City.
- Consultant assumes that the City will be responsible for securing meeting locations and other logistics related to public events as set forth in the Public Involvement and Communications Plan or outlined by the Consultant and City staff.
- The City will provide plotting services and print materials for the events.



## Wilsonville Town Center Rate Sheet

<i>Name</i>	<b>Role</b>	<b>Firm</b>	<b>Rate</b>
<i>Chris Beynon</i>	Principal in Charge	MIG	\$230
<i>Alex Dupey</i>	Project Manager	MIG	\$150
<i>Mukul Malhotra</i>	Consulting Principal- Urban Design	MIG	\$235
<i>Tom von Schrader</i>	Infrastructure Task Quality Control	MIG	\$250
<i>Amalia Leighton</i>	Infrastructure Task Leader	MIG	\$170
<i>Jon Pheanis</i>	Lead Land Use Planner	MIG	\$110
<i>Rachel Edmonds</i>	Urban Designer	MIG	\$95
<i>Ryan Mottau</i>	Web/Online Public Engagement	MIG	\$140
<i>CJ Davis</i>	Visualizations	MIG	\$125
<i>Jose Rodriguez</i>	GIS Specialist	MIG	\$125
	Project Associate	MIG	\$75
	Administration	MIG	\$75
<i>Chris Zahas</i>	Economic Development Lead	Leland	\$185
<i>Dave Siegel</i>	Policy and Implementation Advisor	Leland	\$170
<i>Alisa Pyszka</i>	Economic Development Advisor	Leland	\$170
<i>Andy Parks</i>	Public Finance Analyst	Leland	\$180
<i>Kate Washington</i>	Analyst	Leland	\$110
<i>Justin Acciavati</i>	Financial Analyst	Leland	\$150
<i>Joe Dills</i>	Regulatory Task Lead	APG	\$192
<i>Andrew Parish</i>	Planner	APG	\$87
	Planning Support	APG	\$57
<i>Scott Mansur</i>	Project Manager	DKS	\$175
<i>Jordin Ketelsen</i>	Project Engineer	DKS	\$100
<i>Mat Dolata</i>	Transportation Planner and Modeler	DKS	\$130
<i>Rachel Vogt</i>	Transportation Analyst	DKS	\$85
<i>Danella Whitt</i>	Graphic Designer	DKS	\$95
<i>Bob Gibbs</i>	Real Estate Strategist	Bob Gibbs	\$250

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY

815 SW 2nd Avenue, Suite 200 | Portland, OR 97204 | Phone 503.297.1005 | Fax 503.297.3195 | [www.migcom.com](http://www.migcom.com)

Offices in: Berkeley, Davis, Fullerton, Menlo Park, Kenwood, Pasadena, Riverside & San Diego, CA

Eugene & Portland, OR | Boulder, CO | Pleasantville, NY | Raleigh, N.C. | San Antonio, TX