

## EXHIBIT "A"

## AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of March, 1982, by and between the City of Portland, Bureau of Planning, 621 SW Alder Street, Portland, Oregon, 97205, hereinafter referred to as "City" and John Warner Associates, in association with Ernest R. Munch, 123 NW Davis, Portland, Oregon, 97209, hereinafter referred to as "Consultant";

WHEREAS, a long range management plan for the Terwilliger Parkway will guide future public improvements and set goals and objectives for the use of the parkway; and

WHEREAS, it is in the best interest of the City to develop design guidelines and access control guidelines for the Terwilliger Parkway to shape future development; and

WHEREAS, the City Council directed the Bureau of Planning to complete the Terwilliger Parkway Corridor Study by providing funds for such a study in the Bureau of Planning's fiscal year 1981-82 budget; and

WHEREAS, a scope of work has been developed between the City and the Consultant to accomplish the study in a timely and professional manner;

I. AGREEMENT

A. City

City shall have final approval of all aspects of the Scope of Work for which approval is required in this agreement.

B. Consultant

The overall role of Consultant is set out in Exhibit "A", Proposal for "Terwilliger Parkway Corridor Study", hereinafter referred to as "Scope of Work", and which is attached hereto and by this reference made a part of this Agreement.

Consultant will, at their cost, retain subconsultant(s) with the necessary expertise to assist them in the performance of this Agreement and to meet the City's goals for the inclusion of minority and/or female business enterprise in contractual work.

Consultant will only retain subconsultant(s) which have been approved by the Director of the Bureau of Planning, hereinafter referred to as Planning Director, as acceptable, and which is that person(s) named as subcontractor(s) in the Consultant's Proposal for Consultant Services for the Terwilliger Parkway Corridor Study as Nancy Fox Planning.

In the event that Contractor terminates contract with subcontractor(s), the Planning Director must approve of new subcontractor(s) in writing as acceptable before subcontract will be considered authorized by the City.

B. Consultant (Continued)

Any change in the Scope of Work as it relates to subcontractors other than secretarial, draftspersons, landscape architects or technical personnel must be authorized in writing by the Planning Director.

II. EFFECTIVE DATE AND DURATION

This Agreement becomes effective upon signing by both parties and approval by Portland City Council. The provisions of this Agreement will be considered fulfilled upon submission of all final products of Phase VI of the work program as described in the Scope of Work and upon written notification of satisfactory completion as set out in Section III D of this Agreement.

Established completion time, as set forth in Section IX of this Agreement, shall not be extended because of any unwarranted delays solely attributable to Consultant, but may be extended by either party in the event of delay attributable to the City or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of Consultant. Any extensions made by either party must be authorized in writing by the Planning Director.

The City will review documents submitted by the Consultant in the time period allotted by the work schedule attached as Exhibit 'A'. If the City requires additional review time, the contract will be extended by the amount of additional time required by the City.

III. COMPENSATION AND BILLINGS

Consultant shall be paid for completed work and for services rendered under this Agreement as provided hereinafter. Such payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work, not to exceed thirty-two thousand dollars (\$32,000).

- A. The total cost to the City for the performance of this Agreement shall not exceed thirty-two thousand dollars (\$32,000).

The City shall not be obligated to reimburse Consultant for costs incurred in excess of thirty-two thousand dollars (\$32,000) as stated in the Scope of Work unless and until the Planning Director has notified the Consultant in writing that increased project costs have been authorized by City Council. Any authorized increased project costs shall only be based on increased work to be received by the City from the Consultant. The Planning Director, with the approval of the Commissioner-in-Charge, may reduce the Scope of Work and notify Consultant of the reduction in writing. Such reduction of the Scope of Work shall be for work which has not been performed.

No notice, communication, or representation in any other form or from any person other than the Planning Director shall affect the estimated cost of the Agreement. In the absence of the specified

## III. COMPENSATION AND BILLINGS (Continued)

notice, the City shall not be obliged to reimburse Consultant for any costs in excess of thirty-two thousand dollars (\$32,000), unless an increased project cost is caused by an act or failure to act on the part of the City as determined by the Planning Director.

When all work has been completed to the satisfaction of the City and all reports and other required products have been delivered and accepted in accordance with the Scope of Work by the City, Consultant will be provided written notification within thirty (30) days of such satisfactory completion of the work.

- B. Consultant shall invoice the City on a monthly basis for work actually completed and for actual costs incurred including hourly fees per the terms of Sections III H and I, of this Agreement.

Each invoice shall be supported by a general description of such labor, reimbursable expenses or other such evidence of Consultant's right to payment as City may direct. Each invoice must be approved in writing by the City's Project Manager prior to payment.

- C. The City shall pay Consultant the amount of all approved invoices within thirty (30) days after receipt of same, up to but not exceeding thirty-two thousand dollars (\$32,000).

- D. Consultant shall notify the City's Project Manager in writing when all services are completed and all terms of this Agreement are satisfied by Consultant. If the City's Project Manager agrees, the City's Project Manager, subject to approval of the Planning Director, shall acknowledge in writing that the services are accepted. If the City's Project Manager disagrees, she/he shall so notify Consultant in writing within five (5) working days and advise of deficiencies. Thereupon, Consultant shall take or cause a subconsultant, approved by the Planning Director, to take corrective measures and upon satisfactory completion the City's Project Manager, with the written approval of the Planning Director, shall then issue its acceptance of services.

- E. Upon receipt of the City's acceptance of services, Consultant may submit its final invoice which may then be due and payable, not to exceed total project budget remaining.

- F. Payment for extra work performed at the written request of the Planning Director due to changes in the Scope of Work under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

- G. Consultant will provide the City with a progress report to accompany the monthly statement. Said report will describe the progress accomplished in the prior month and will be organized by task as identified in the Scope of Work. The report will also show the Scope of Work percentage of work completed for each major phase of the study, and for the overall study. The report will also

### III. COMPENSATION AND BILLINGS (Continued)

record the percentage of the budget used and the amount of the budget remaining for allocation of work to the female/minority business enterprise.

- H. The City will compensate the consultant team for services by the following members of the consultant team at the following rates or at such new rates as may be determined by Consultant; however, the project budget shall not be exceeded as a result of any rate increases:

John Warner Associates & Ernest R. Munch

John Warner \$40/hr.  
Ernest R. Munch \$40/hr.

Technical Personnel 2.5 x DPE

DPE by Position:

Landscape Architects \$10-15/hr.  
Draftsperson \$8.40/hr.  
Secretarial \$8.50/hr.

Subconsultant:

Nancy Fox Planning 1.143 x actual cost billed  
John Warner Associates

- I. The estimated distribution of the budget by task for each consultant team firm is as follows:

	J.W.A.	MUNCH	FOX	TOTAL
Phase I: Refine Work Program	\$ 992	\$ 640	\$ 256	\$ 1,888
Phase II: Data Collection & Review	2,912	1,320	768	5,000
Phase III: Set Goals	1,664	800	1,024	3,488
Phase IV: Proposal Development	2,688	2,800	1,536	7,024
Phase V: Proposal Review & Final Report	3,520	2,800	2,048	8,368
Phase VI: Public Review	1,120	480	256	1,856
	<u>\$12,896</u>	<u>\$ 8,840</u>	<u>\$ 5,888</u>	<u>\$27,624</u>
Estimated Direct Project Expenses			SUBTOTAL	\$27,624
Photography, Travel & Per Diem, Printing Draft Report Formatting			SUBTOTAL	<u>\$ 4,376</u>
			TOTAL	<u><u>\$32,000</u></u>

### IV. EMPLOYMENT

For the purpose and duration of this Agreement, Consultant agrees that Consultant's Project Manager, Ernest R. Munch, shall not change without written consent of the Planning Director.

## IV. EMPLOYMENT (continued)

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranting, City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of Consultant while engaged in the performance of any work or services required by Consultant under this Agreement shall be considered employees of Consultant only and not of the City, and any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Consultant.

## V. CHANGES IN WORK

Consultant shall make such revisions in the work included in this Agreement which has been completed, as necessary to correct Consultant's errors or omissions appearing therein, when required to do so by the City through written notification from the Planning Director, without additional compensation therefor.

Consultant shall make, at no additional cost to the City, changes, amendments, revisions or modifications in the execution of the Scope of Work as required by the City and within the scope of this Agreement, provided that the changes do not increase the cost of performance to the Consultant. If the City finds it convenient to change the Scope of Work or delete tasks from the Scope of Work, the Planning Director shall notify Consultant in writing in a timely manner to allow Consultant to adjust his staff commitment to the work being done. Consultant will notify the Planning Director in writing within ten (10) days, if any change in the Scope of Work or deletion of tasks by the City will cause additional cost to the City. Any payment for additional work will be in accordance with Sections III A and F.

## VI. AUDIT AND INSPECTION OF RECORDS

Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of Consultant relating to his performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subconsultant agrees that the City, or any of their duly authorized representatives shall, at any time within three (3) years subsequent to the final payment under the subcontract, have access to and the right to examine any directly pertinent

## VI. AUDIT AND INSPECTION OF RECORDS (Continued)

books, documents, papers and records of such subconsultant involving transactions related to the subconsultant.

## VII. TERMINATION

- A. Termination for convenience: Either party may terminate this Agreement for any reason on two weeks written notice. In the event of termination, City shall pay Consultant for those services rendered to the date of termination as evidenced by product documentation as set forth under Section III. All products generated by Consultant and accepted by City shall at that time become the property of the City.

The Consultant must deliver work scheduled to be completed to date as stated in the Scope of Work.

- B. Termination for default: If Consultant fails to perform in the manner called for in this Agreement, or if Consultant fails to comply with any other provisions of this Agreement, the City may terminate this Agreement by default. Termination shall be effected by serving a written notice of termination to Consultant setting forth the manner in which Consultant is in default. Consultant will only be paid this Agreement price for services performed in accordance with the manner of performance set forth in this Agreement as stated in Section III of this Agreement.

If the City terminates this Agreement, the City shall receive all documents and materials completed to date from the Consultant in a useful form. The City may proceed with another consultant or with City staff to complete the balance of the project remaining.

If it is later determined by the City that Consultant had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of Consultant, the City, after setting up a new performance schedule, may allow Consultant to continue work or may treat the termination as a termination for convenience.

## VIII. DISPUTES

Any disputes under the provisions of this Agreement shall be submitted to the City's Project Manager. If satisfactory resolution is not obtained, the dispute shall be submitted to the City Council. Any disputes thereafter shall be settled in accordance with the laws of the State of Oregon.

## IX. SCHEDULE

A tentative schedule, as herein indicated in Exhibit 'A' shall be generally followed unless modified in writing upon agreement by both parties. The following dates by task are approximate and subject to minor changes to reflect requirements of the Study:

## IX. SCHEDULE (Continued)

	<u>Initiate</u>	<u>Complete</u>
Phase I: Refine Work Program	March 12, 1982	March 15, 1982
Phase II: Data Collection & Review	March 15, 1982	April 5, 1982
Phase III: Set Goals	April 5, 1982	April 12, 1982
Phase IV: Proposal Development	April 5, 1982	May 13, 1982
Phase V: Proposal Review & Final Report	May 10, 1982	June 30, 1982
Phase VI: Public Review	June 30, 1982	Dec. 31, 1982

## X. FURTHER AGREEMENTS

Consultant and the City further mutually agree as follows:

- A. Consultant will assign staff members whose expertise and specialties will facilitate and aid performance of this Agreement, and who have been approved by the Planning Director as acceptable and are those stated in the proposal.
- B. Each party shall allow personnel of the other party who are assigned to work on this project reasonable access to procedures and techniques employed in performance of this Agreement.
- C. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement and shall hold the City harmless from and indemnify the City for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim which is finally determined to be the result of negligent acts, errors or omissions resulting from services provided under this Agreement.
- D. Consultant shall purchase and maintain such insurance in the amount of \$300,000 as will protect them and the City of Portland as an additional beneficiary for any of the above mentioned liabilities, whether such services be provided by the Consultant or by any subconsultant or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- E. Performance of this Agreement shall not be subcontracted in whole or in part except with the written consent of the City. Consultant shall not assign this Agreement in whole or in part, or any right, privilege, duty or obligation hereunder, without the prior written consent of the Planning Director. No provision of this section and no approval by the City of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the City in addition to this Agreement price.

## X. FURTHER AGREEMENTS (Continued)

- F. Consultant shall be free to copyright material developed under this Agreement. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for purposes of the City of Portland or other governmental unit that the City of Portland taxpayers support.
- G. Publication of any reports resulting from this Agreement by either party shall give credit to the other party. However, if the City does not wish to subscribe to the findings or conclusions of the study, the following statement shall be added: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the City of Portland".
- H. Consultant shall perform this Agreement as an independent consultant and not as an employee of the City.
- I. During the performance of this Agreement, Consultant for itself, and its assignees and successors in interest, agree as follows:

1. Nondiscrimination. During the performance of this Agreement, Consultant agrees as follows:

Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin or handicap.
3. Information and Records. Consultant will provide all information and reports required by the regulations, or order and instructions issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the City.



## X. FURTHER AGREEMENTS (Continued)

4. Worker's Compensation. Consultant agrees to provide the City with a certificate establishing that he has qualified (a) as a direct responsibility employer as provided pursuant to ORS 656.407 (Worker's Compensation), or (b) as a contributing employer as provided by ORS 656.411.

J. Consultant will provide the City with the following documents and camera-ready artwork for additional printings, to be delivered to the City by June 30, 1982, at which time the artwork will become the property of the City. Date of delivery may be changed only due to changes in the work schedule under the provisions of this Agreement.

1. One (1) slideshow illustrating and summarizing the conditions, goals and objectives which provide the context for the project. Slideshow materials shall be 35 mm and shall include one complete copy, including an outline of accompanying text for the slide show.
2. The original final written report for this study which includes, but is not limited to: general criteria and design guidelines for access control and urban design of future development adjacent to the Terwilliger Parkway; drawings, sketches and maps showing examples of such guidelines; a summary of the costs for proposed public improvement projects associated with the long range management plan for the Parkway; project goals and objectives; tenants of the long range management plan; description of the process conducted for review and public comment on the project; and, a description of other documents prepared for this project. Final report is to be submitted by June 30, 1982.

The original of the draft document including all of the above named items shall be submitted to the City by May 26, 1982.

The final document prepared for the City shall be in accordance with the following guidelines:

- a) The size of the document shall be limited to 8½" x 11".
- b) All art work shall be camera ready "line" art prepared for black and white.
- c) All art work shall be prepared to facilitate two-staple or perfect binding.
- d) Screen tints shall have a maximum of 85 lines per inch.
- e) Any nonconformance with the above format, including the addition of continuous-tone originals, foldout or additional ink colors which might be a necessary aid in

## X. FURTHER AGREEMENTS (Continued)

communication, shall be negotiated separately with the City's Project Manager in writing in advance of producing the art work.

- f) Information on the cover and title page of the document(s) will include the title and the phrase "Prepared for the City of Portland, Bureau of Planning and Commissioner Mildred Schwab by", followed by the name of the Consultant and the date on which the document is projected to be released. The title page will additionally include the seal of the City of Portland, Oregon.
3. Original art work of design drawings of the long range management plan shall be in such format that they may be easily reproduced using existing City reproduction facilities. The ultimate scale(s) of these drawings shall be determined through concurrence with the Project Manager.
  4. The original art work for this document shall be in such format that it may be easily reproduced using existing City reproduction facilities.
  5. One (1) graphic summary of the entire project, which may include but is not limited to: large scale drawings, sketches or examples of design concepts, access control or aspects of the long range management plan.
  6. In addition to the specific work products outlined above, Consultant agrees to participate, at no additional cost, in the following number of presentations to public bodies for their approval of the project as necessary:
    - (1) Two (2) presentations to the City Council.
    - (2) Two (2) presentations to the Planning Commission.
    - (3) One (1) presentation to the Street Tree Advisory Committee.

It is mutually understood by both parties that these presentations may occur after June 30, 1982.

The parties of this Agreement agree that John Warner Associates in association with Ernest R. Munch are providing professional services to the City of Portland as an independent contractor and is not an employee of the City, and is therefore not entitled to the benefits provided by the City to its employees, including, but not limited to, group health insurance, pension plans, or use of City-owned vehicles. The Consultant may practice his profession for others during those periods when not performing work under this Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1982,

FOR CITY OF PORTLAND:

BY: \_\_\_\_\_  
(Commissioner-in-Charge)

BY: \_\_\_\_\_  
(Auditor)

FOR CONSULTANT:

BY: \_\_\_\_\_  
John Warner Associates

BY: \_\_\_\_\_  
(Ernest R. Munch)

Approved as to form:

\_\_\_\_\_  
(City Attorney)

## SCOPE OF WORK

The following is the final work program for the Terwilliger Parkway Corridor Study. The attached flow diagram, Figure 'A', illustrates the study procedure and schedule.

PHASE I: REFINE THE WORK PROGRAM.

## TASKS:

1. Review and discuss with City project staff:
  - A. The purpose and scope of the project
  - B. Schedule
  - C. Public and staff participation
  - D. Base information
  - E. Review and management procedures
2. Incorporate any changes resulting from Task 1, into work program and schedule.

PRODUCT: Memorandum #1: Final Work Program and Schedule.

## DISCUSSION OF METHODOLOGY:

This will be an introductory meeting of the consultant team members with the members of the Planning Bureau staff and the Park Bureau staff who will be involved with the study. This meeting will allow everyone to meet, clarify any questions of procedure, obtain copies of the information to be provided by the City and lay out the ground rules for the conduct of the study as well as establish the lines of communication and coordination. Because of the brief time frame, it will be necessary to establish the format for agendas, participants, schedules and notification procedures for the public workshops at this time. This meeting will also be used to discuss the management and

staff review processes.

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PHASE II: DATA COLLECTION AND REVIEW.

TASKS:

1. Review data and reports supplied by City.
2. Prepare summary of significant data and information.
3. Inventory and document the natural landscape and built environment within the corridor, including:
  - A. Species of vegetation and their physical occurrence: numbers, spacing, massings, age, condition of health, and climax status.
  - B. The topography and terrain characteristics: stability, soil types, adaptability to development, i.e., cutting, filling, erosion, structuring, compacting, adaption to rehabilitation, slope gradients, etc.
  - C. Scenic qualities of the parkway: significant views, viewpoints, corridor viewshed, potential views, scenic potentials which are under-utilized, typical edge conditions and spatial scale.
  - D. The physical constructed elements of the parkway: roadway improvements, pedestrian and bikeway trails, lighting system, signing, parking facilities, pedestrian and bikeway amenities, toilet facilities, picnic facilities, rest areas, etc.
  - E. Property and land use of all adjacent ownerships: boundaries, level and impact of development, current access, vacant parcels, development potential.
  - F. Use of the Boulevard by zone and by time of day.

- G. Occurrences of crime and vandalism.
4. Interview representatives of key City agencies and important groups in order to obtain information on private sector plans and perceived problems and opportunities.
  5. Review inventories, data summary and interview results in a meeting with Planning Bureau and Park Bureau staff. Identify conflicts, opportunities, desired improvements, and possible corridor goals and objectives.
  6. Analyze potential impact of development on scenic and recreational qualities of the corridor.
  7. Prepare a draft report summarizing Tasks 1 through 6, incorporating the "Summary of Significant Data and Information", prepared in Task 2 of this phase.
  8. Hold a public workshop hosted by the Bureau of Planning to discuss the following: (March 30)
    - A. Intent of the study
    - B. History of the Boulevard
    - C. Inventory, data summary and interview results
    - D. Issues, opportunities and conflicts
    - E. Goals and objectives for the corridor

PRODUCT: Memorandum #2: Terwilliger Boulevard Inventory: Scenic and Cultural Resources, Issues and Opportunities, Goals and Objectives.  
(March 29)

DISCUSSION OF METHODOLOGY:

Tasks 1 and 2: Prior to beginning the active data collection and field surveys, the consultant team will familiarize themselves with the details of the previous planning work, traffic information, the

existing documents, and policies available on the study areas.

As part of this process, the consultant team will prepare a digest of all information provided by the City and organize the information into planning work, traffic information, policies, operations, legalities, history, etc., and point up disparities or data gaps.

The status of this information will be reviewed for accuracy and clarity with the Planning Bureau staff prior to the public participation process to provide a reliable information base to the interested and user groups. This orientation will bring each consultant team member on-line with the Planning Bureau staff and will prevent backtracking for information or duplicating work already accomplished.

The consultant team will then conduct a physical inventory of the study area. Each grouping of information gathered in Task 3 will be documented by mapping, drawings, narrative and photography. This documentation will be in a form usable for both large meetings and reports. The inventory will allow the study team to highlight sensitive areas and organize the physical data into prototype situations or patterns. Some data and information reviewed in Tasks 1 and 2 will also be documented in this format. This data will then be analyzed to determine those areas or situations which are more or less suited for development, and those which require preservation or more careful management. The scenic inventory will also include an explanation of how adjacent development could impact visual qualities of the corridor.

In Task 4, we will conduct a limited number of interviews with people representing key public agencies and private interest groups or

development parcels. This will afford these people (especially the landholders) the opportunity to give detailed or "off-the-record" information which may prove vital to the formulation of corridor policy. Specific questions regarding goals and objectives will be explored during these interviews.

Upon completion of the data collection, there will be a "review of findings" meeting (Task 5) with the City's project staff in order to present the preceding work; discuss possible goals and objectives for the corridor; and, to make final preparations for the first public workshop. This meeting will include the necessary Park Bureau representation to evaluate the nature and accuracy of the inventory findings as it affects the Bureau's policies, objectives, operations, management and development plans.

In Task 6, the consultant team will analyze impacts of future development on the parkway by examining potential interruptions of vegetation patterns and view corridors; disruption of the corridor by new access ways, etc., as may be discussed during the public workshop. The analysis of potential transportation impacts will be undertaken in Phase IV for reasons noted in the description of that phase.

Task 7 will include writing the first review draft of the "Terwilliger Boulevard Inventory". This will allow it to be published for the first public workshop and for staff review during Phase III. The report will be the inventory of all the physical information of the corridor as well as identification of problems, opportunities and conflicts within the parkway corridor and the study area. Each



problem, opportunity or conflict will be graphically described and will be explained by a written narrative. The presentation material will be maps or sketches of sufficient scale for the workshop forums and will be reproducible in a smaller format for printing.

Task 8 includes the first public workshop sponsored by the Planning and Park Bureaus. This workshop will introduce the study to the general public, review the inventory and discuss overall goals and objectives for the parkway. In addition, questionnaires may be distributed to gain detailed information from all in attendance.

PHASE III: ESTABLISH GOALS AND OBJECTIVES

TASKS:

1. Revise corridor inventories to assure accuracy.
2. Refine goals and guidelines for the corridor.
3. Write final draft of the "Terwilliger Boulevard Inventory".

PRODUCT: Memorandum #3: Final Draft of "Terwilliger Boulevard Inventory". (Draft, April 5; Final, June 7)

DESCRIPTION OF METHODOLOGY:

In Task 1, the consultant will review the first draft of the "Terwilliger Boulevard Inventory" with the City staff and agencies responsible for managing the right-of-way and controlling adjacent development. These agencies are listed in Section 3 of this proposal.

Any inaccuracies in the inventory will be corrected and the goals and objectives suggested in Phase II will be refined. Finally, the goals and objectives will be established and published with the inventory as a document.

PHASE IV: PROPOSAL DEVELOPMENT

## TASKS:

1. Develop three to five alternative scenarios for public control of adjacent development, including access.
2. Develop alternative management plans for landscaping and public facilities within the right-of-way.
3. Conduct weekend public workshop limited to citizen representatives in order to develop and discuss alternative scenarios and management plans. (April 10)
4. Analyze and evaluate alternative scenarios and management plans based on the goals and objectives developed in Phases II and III and assess potential transportation impacts.
5. Make preliminary recommendations.
6. Conduct a staff and agency review of the alternative scenarios and management plans.
7. Publish a draft summarizing the results of Tasks 1, 2, 3 and 4.
8. Conduct a public workshop to review Memorandum #3 and the alternative scenarios and management plans. (May 4)
9. Write final draft of Memorandum #4.

PRODUCT: Memorandum #4: Alternative Scenarios and Management Plans; Evaluation and Preliminary Recommendations. (Draft, May 3; Final, May 7)

## DISCUSSION OF METHODOLOGY:

In Task 1, the consultants will outline three to five scenarios which will illustrate varying public sector actions required to achieve the established goals and objectives. These scenarios will begin with a

base "do-nothing" alternative projecting the level of development with existing regulations and policies. The additional scenarios will identify and test increasing regulation of the parkway, such as access, design and zone considerations, against the effect on, or the accommodations of private development. Criteria and design guidelines developed for each scenario will be graphically illustrated to show how they could be applied to a variety of typical situations. Each scenario will include, but not be limited to, the following:

- A. A concept statement, relating the scenarios to a continuous design treatment along the Boulevard or parkway, and the goals and objectives.
- B. Vehicle and pedestrian access restrictions and criteria.
- C. Setback requirements.
- D. Building restrictions or criteria as per slope, soil characteristics and identified view corridors.
- E. Building height restrictions.
- F. Criteria for building massing, materials, color, lighting, etc.
- G. Criteria and suggested patterns for access road location and the removal of existing vegetation.
- H. Criteria for grading and drainage.
- I. Screening requirements.
- J. Landscape materials and patterns.
- K. Comparative cost estimates for both public and private sector.
- L. Any proposed adjustments to the Design Zone boundary.
- M. Restrictions on overhead utilities.

Task 2 will propose alternative park management plans for the Boulevard right-of-way. Each alternative will illustrate a different design treatment for the Boulevard. The concepts will be linked to the alternative scenarios developed in Task 1, and will be described through a series of maps, drawings, policies and criteria. The management plans will include, but not be limited to, the following elements:

- A. A concept statement explaining the continuous design treatment proposed, and the relationship to the goals and objectives.
- B. The choreography of activities and uses within the corridor.
- C. Criteria for the placement and design of physical improvements including the roadway, trails, greenswards, rest areas, lighting, signing, furniture, exercise areas, etc.
- D. A landscape management program to enhance the scenic qualities of the corridor, including reforestation, preservation or creation of view points or corridors, conservation areas, etc.
- E. A park maintenance program.
- F. Policies concerning the management of traffic and vehicle access.
- G. Public investment levels and comparative cost estimates.
- H. Projection of recreational usage.
- I. Policies concerning security.
- J. Reference to supporting data included in the inventory.
- K. Policies concerning historic conservation.

L. Possible acquisition parcels.

For Task 4, a second workshop will be held on Saturday, April 10. This workshop will be organized and hosted by the Planning and Park Bureaus, and will be limited to a small group of representatives from the community and special interest groups. The format will allow for greater citizen involvement in the project process. An agenda follows:

Information presented:

1. Review study intent and progress.
2. Review goals and objectives.
3. Present possible scenarios for controls including design guidelines and access.
4. Present draft park management plans.

Information gained:

1. Comments on the inventory and goals and objectives.
2. Comments on alternative scenarios and management plans.
3. Comments on preliminary recommendations.

Action:

1. Revise proposed scenarios and management plan as applicable.
2. Reach consensus on recommended policies and plans.

In Task 4, the alternative scenarios and park management plans will be analyzed and evaluated against the goals and objectives established for the Boulevard.

At approximately the same time this Task is underway, the Oregon Department of Transportation will make available an origin and destina-

tion study of lower Terwilliger Boulevard. In their opinion, this information will be valuable in analyzing the amount of through traffic within the study area, and in evaluating the effects of any proposed traffic management plan. The transportation analysis will forecast potential increases in through traffic based on the ODOT study and increases due to adjacent development. The impact on Terwilliger and/or existing neighborhoods will be assessed, and policies concerning the service of trip demand will be drafted relative to the goals and objectives. 152956

Following the evaluation, the consultant will offer a preliminary recommendation on scenarios and management plans. All of these products will then be reviewed in draft form with the City staff and at a general public workshop (May 4), hosted by the Planning Bureau. The consultant team will assist with clarifying the details of how the alternative scenarios and management plans fit into the planning, administrative and management functions of the City. An explanation will also be made of the design guidelines, the Design Zone boundary, implementation and development procedures, along with prototypical examples of how they are applied. The evaluation of the alternatives and the preliminary recommendations will also be discussed. This third workshop will elicit detailed criticism of each scenario. Following this review, the draft will be revised and issued as Memorandum #4.

#### PHASE V: PROPOSAL REVIEW AND FINAL RECOMMENDATION

##### TASKS:

1. Review results of workshop #3 with the Bureau of Planning

and the Bureau of Parks project staff.

2. Draft final report. (May 19)
3. Submit draft of final report to Bureau of Planning, Parks and Recreation, and Traffic Engineering for review.
4. Prepare final report. (June 21)

#### DISCUSSION OF METHODOLOGY:

In a final meeting with the City project staff, the results of public workshop #3 will be discussed. This meeting will also be used to achieve concensus on a recommended scenario, access plan and park management plan. Changes to the recommended guidelines and plans will also be agreed upon at this time.

The final report will then be prepared in draft form. The report will summarize the planning process and present the goals and guidelines, access plan and park management plan as they are recommended for adoption by City Council. Technical Memoranda #1, #3, and #4 will be updated and will be included as appendices to document the inventory of characteristics, issues and goals; alternative scenarios and plans; analysis; and the evaluation process.

During Task 3 the draft final report will be reviewed by the Bureaus of Planning, Parks and Recreation and Traffic Engineering. After this review, comments from the three bureaus will be incorporated into the final report.

#### PHASE VI: PUBLIC REVIEW

##### TASKS:

1. Present final report to the Planning Commission, the Street Tree Advisory Committee, and the City Council.

2. Revise the final report to reflect changes made by the Planning Commission.

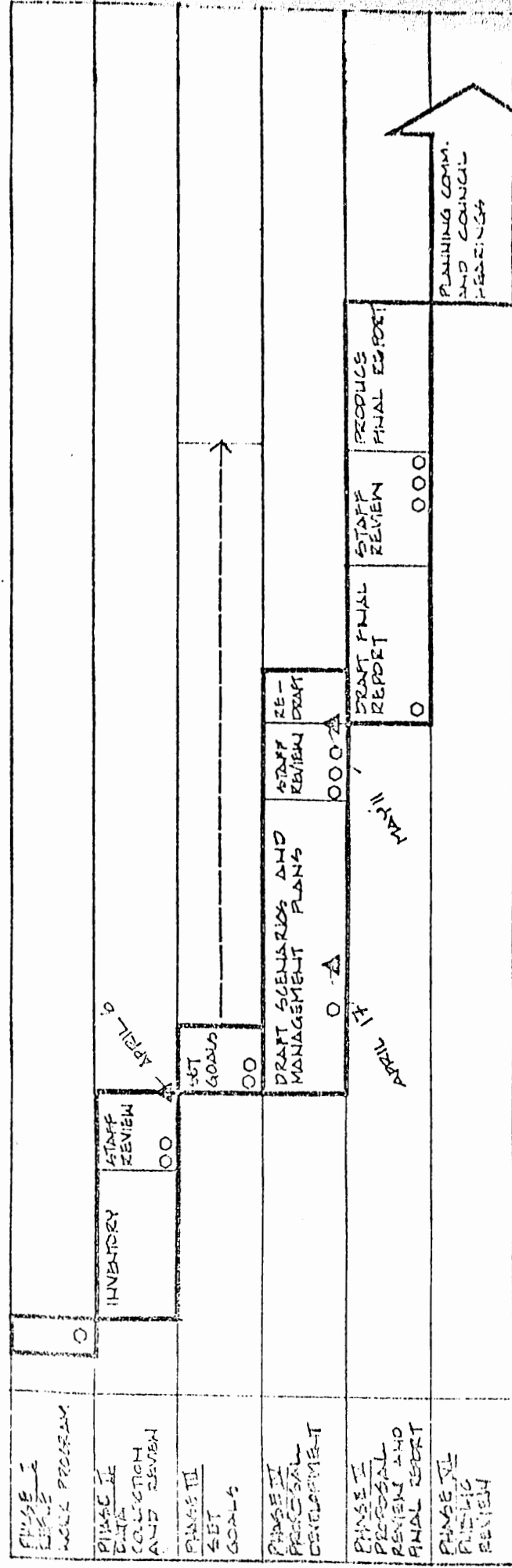
#### DISCUSSION OF METHODOLOGY:

The consultant team will be prepared to make formal presentations and answer detailed questions at two public hearings. In addition, the consultant team will be prepared to appear at three public hearings before the City Council to make a formal presentation and answer questions. The consultants will also attend a meeting with the Street Tree Advisory Committee. The material for presentation at the formal hearings will be in slide form. In addition, all graphics will be available in larger scale presentation boards, suitable for a group review.



FIGURE 'A'

MARCH 15 22 29 APRIL 5 12 19 26 3 10 17 24 7 14 21 28 5 12 19 26 31



- PRODUCTS
- #1 FINAL WORK PROGRAM.
  - #2 DRAFT INVENTORY.
  - #3 INVENTORY AND GOALS.
  - #4 ALT. SCENARIOS & MAN. PLANS.
  - #5 FINAL REPORT.
- MEETINGS W/ STAFF
- #1 APRIL 5
  - #2 APRIL 12
  - #3 DRAFT APRIL 12
  - #4 MAY 10
  - #5 MAY 14
  - #6 MAY 26
  - #7 JUNE 14
  - #8 JUNE 14
  - #9 JUNE 30

FINAL SCHEDULE  
 TERWILLIGER PARKWAY CORRIDOR STUDY  
 BUREAU OF PLANNING, CITY OF PORTLAND / WARREN - MUNICH - FOX

## ORDINANCE No. 152956

An Ordinance authorizing an agreement between the City of Portland and John E. Warner Associates, in association with Ernest R. Munch to provide planning services for the Terwilliger Parkway Corridor Study, in an amount not to exceed \$32,000, authorizing expenditures and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Council, authorized the inclusion of a special budget package in the Bureau of Planning 1981-82 fiscal year budget to complete a study to provide a long range management plan, design guidelines and access control guidelines for the Terwilliger Parkway Corridor.
2. The Council directed the Bureau of Planning to complete such a study in order to provide more detailed City policy to guide future development adjacent to the Terwilliger Parkway and management of the Parkway as a recreational and scenic resource.
3. The Bureau of Planning has requested proposals for such consulting services; such proposals have been received and evaluated in accordance with City requirements.
4. John Warner Associates, Ernest R. Munch and their sub-consultants as described in Exhibit A present themselves as qualified to undertake this project and should be retained to perform such services as outlined in the Scope of Work in Exhibit A.

NOW, THEREFORE, the Council directs:

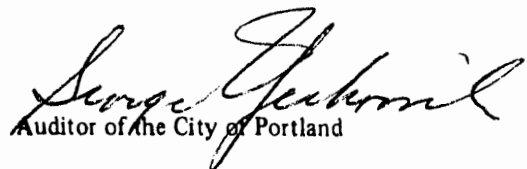
- a. The Mayor with the City Auditor are hereby authorized to enter an agreement with John Warner Associates and Ernest R. Munch in an amount not to exceed \$32,000 and to draw and deliver warrants pursuant thereto;
- b. The Agreement for Services shall be attached hereto as Exhibit A and shall provide for the completion and delivery to the City of a Terwilliger Parkway Corridor Report, drawings and other documents as specified in Exhibit A.

Section 2. The Council declares that an emergency exists in order that there may be no undue program interruption or administrative delay in proceeding with the project; therefore this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **MAR 10 1982**

Introduced by Commissioner Schwab  
February 23, 1982  
Laurel Wentworth:sa

Attest:

  
Auditor of the City of Portland

Calendar No. **612**

**ORDINANCE No. 152956**

**Title**

An Ordinance authorizing an agreement between the City of Portland and John E. Warner Associates, in association with Ernest R. Munch to provide planning services for the Terwilliger Parkway Corridor Study, in an amount not to exceed \$32,000, authorizing expenditures and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG		1
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed MAR 5 1982

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *Gordon Cruell*  
Deputy

INTRODUCED BY
Commissioner Mildred Schwab

NOTED BY THE COMMISSIONER
Affairs <i>[Signature]</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
Bureau of Planning
Prepared By: <u>Laurel Wentworth</u> Date: <u>Feb. 23, 1982</u>
Budget Impact Review:
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required
Bureau Head: <u><i>Terry D. Sandblast</i></u> Terry D. Sandblast, Director

CALENDAR	
Consent	Regular XX

NOTED BY
City Attorney <i>[Signature]</i>
City Auditor
City Engineer