

**Exhibit A****CITY OF PORTLAND  
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES****CONTRACT NO. 30002202****SHORT TITLE OF WORK PROJECT:  
Barbur Corridor Concept Plan**

This contract is between the City of Portland ("City," or "Bureau") and Fregonese Associates, hereafter called Contractor. The City's Project Manager for this contract is Jay Sugnet.

**Effective Date and Duration**

This contract shall become effective on August 3, 2011. This contract shall expire, unless otherwise terminated or extended, on June 30, 2013.

**Consideration**

- (a) City agrees to pay Contractor a sum not to exceed \$137,000.00 for accomplishment of the work.  
 (b) Interim payments shall be made to Contractor according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

**CONTRACTOR DATA AND CERTIFICATION**

Name (please print): **Fregonese and Associates**

Address: **1525 SW Park Ave, Suite 200 Portland, OR 97201**

Employer Identification Number (EIN) **20-5315355**

City of Portland Business License # **641328**

Citizenship: Nonresident alien ☐ Yes ☒ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation  
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

**TERMS AND CONDITIONS**

**1. Standard of Care:** Contractor shall perform all services under this contract using that care, skill and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

**2. Effect of Expiration**

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

**3. Order of Precedence**

This contract consists of these Terms and Conditions, and the Statement of Work and Payment Schedule. In the event of any apparent or alleged conflict the conflict will be resolved by using the following order of precedence: a) these Terms and Conditions; b) Statement of Work and Payment Schedule. c) Any exhibits attached to the contract. d) The City's solicitation document from which this contract resulted. These provisions supersede and take precedence over any exhibits attached to the Contract.

**4. Early Termination of Contract**

(a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to

terminate and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

#### 5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs and sums incurred by the City as a result of the breach.
- (c) If the Contractor justifiably terminates the contract pursuant to subsection 4(b), the Contractor's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Contractor shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Contractor's work product before the date of termination becomes property of the City.

#### 6. Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

#### 7. Compliance with Applicable Law

Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it currently is in compliance with all tax laws.

#### 8. Indemnification for Property Damage and Personal Injury

Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Contractor, its Subcontractors, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Contractor or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

#### 9. Insurance

During the term of this contract, Contractor shall maintain in force at its own expense, the insurance noted below:

- (a) Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
- (b) Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insureds, but only with respect to the Contractor's services to be provided under this Contract:

Required by Bureau   X  

Waiver by Bureau       

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable:

Required by Bureau   X  

Waived by Bureau       

- (d) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per claim, incident, or occurrence.

Required by Bureau   X  

Waived by Bureau       

- (e) There shall be no cancellation, material change, reduction of limits, or intent not to renew any required insurance without 10 days written notice from the Contractor or its insurer(s) to the City.

- (f) Certificates of insurance. The Contractor shall furnish acceptable insurance certificates to the City showing the required insurance coverage. The certificate will specify all of the parties who are Additional Insureds. Certificates and insurers are subject to City approval. Complete policy copies shall be provided to the City upon request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### 10. Ownership of Work Product

All work product produced by the Contractor under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the

Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets and other proprietary rights of Contractor are and will remain the exclusive property of Contractor.

**11. EEO Certification:** In the event Contractor provides in excess of \$2,500.00 for services to the City in any fiscal year, Contractor shall obtain EEO certification from the City.

**12. Equal Benefits**

Contractor must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

**13. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**14. Severability**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**15. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

**16. Errors**

The Contractor shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

**17. Governing Law/Venue**

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

**18. Amendments**

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

**19. Business License**

The Contractor shall obtain a City of Portland business license as required by PCC 7.02 prior to beginning work under this Contract.

**20. Prohibited Conduct**

The Contractor shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

**21. Payment to Vendors and Subcontractors**

The Contractor shall timely pay all subcontractors and suppliers providing services or goods for this Contract.

**22. Access to Records**

The Contractor shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Contractor's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

**23. Audits**

(a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 23. Audits will be conducted in

accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor exceed the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to the City.

#### **24. Electronic Signatures**

The City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

#### **25. Merger Clause**

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

#### **26. Dispute Resolution/Work regardless of disputes**

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Contractor shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

#### **27. Progress Reports: / X / Applicable / \_\_\_ / Not Applicable**

If applicable, the Contractor shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

#### **28. Contractor's Personnel: / X / Applicable / \_\_\_ / Not Applicable**

If applicable, the Contractor shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

#### **29. Subcontractors**

The Contractor shall use the subcontractors identified in its proposals. The Contractor shall not change subcontractor assignments without the prior written consent of the Chief Procurement Officer. Failure to use the identified M/W/ESB subcontractors without prior written consent is a material breach of contract.

#### **30. Third Party Beneficiaries**

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

---

### **STATEMENT OF THE WORK AND PAYMENT SCHEDULE**

#### **SCOPE OF WORK**

##### **Task 1 – Project Management**

##### **Objectives:**

- Efficient management and coordination of all tasks

##### **Methodology:**

- Manage the executed contract and budget

##### **Contractor Role:**

Contractor will work directly with the City's project manager to:

- Keep the project on schedule and on budget
- Develop monthly progress reports
- Ensure that the project team is responsive to the City's needs
- Implement Fregonese Associates' strict quality assurance protocols

##### **Contractor Deliverables:**

1. Monthly project progress reports and reimbursement requests

## Task 2 – Public Involvement and Agency Coordination

### Objectives:

- Design a broad-based public participation program reaching residents, businesses, the development community, and others
- Participate in an agency coordination committee comprised of the project managers for the following projects: Southwest Corridor Plan, Tigard HCT Land Use Plan, Tualatin HCT Land Use Plan, and efforts underway by the cities of Sherwood, and King City
- Coordinate public agency participation through a Technical Advisory Group (TAG)
- Coordinate public involvement through a Community Working Group (CWG) comprised of citizen stakeholders

### Methodology:

- Design a comprehensive public outreach program in conjunction with a 15-20 member CWG to provide input and advice on the planning process and project deliverables. **City and Metro responsibility**
- Coordinate a technical advisory group to engage key technical stakeholders from City Bureaus, ODOT, Tri-met, Metro, City of Tigard, and technically focused advocacy groups not represented on the CWG. **City and Metro responsibility**
- Participate in a monthly agency coordination committee meeting with Metro, Trimet, ODOT and the cities of Tigard, Tualatin, Sherwood, and King City. This meeting will be convened and facilitated by Metro. **City and Metro responsibility**
- Attend and participate in no more than 15 CWG meetings, 8 TAG Meetings, 3 Community Forums, and 2 neighborhood walks. **Contractor responsibility**

### Contractor Role:

Engaging the public is an important component of every planning project. This corridor project has a specific geographic boundary so that unlike comprehensive planning efforts that may be district- or city-wide, outreach efforts for this project will be more focused. Accordingly, public involvement will seek to engage the residents, businesses and other members of the public who have a stake in the corridor. The contractor will work with the City's project manager to develop and implement a successful public involvement program. Contractor will work closely with the City as it interfaces with the Community Working Group, providing event planning, material production, and presentations and facilitation as needed.

Contractor Deliverables: none

## Task 3 – Existing Conditions

### Objectives:

- Compile a comprehensive inventory of existing land use, local economic conditions, market trends, sub-basin watershed health, traffic patterns and transportation infrastructure for each station area
- Define project study area
- Establish a framework for planning through the review of public policies and plans previously completed for the Barbur Boulevard corridor

### Methodology:

- Compile an existing land use and zoning inventory including but not limited to vacant and underutilized lands, bus ridership, traffic patterns, traffic safety issues, existing transit facilities, sidewalks, bicycle facilities, traffic, stream corridors / crossings, and parking through the lens of public health and equity. **City and Metro responsibility**
- Compile area demographics **City and Metro responsibility**
- Analyze current market conditions for retail and office. The retail market analysis will include a demographic profile highlighting market potential, supply and demand related to market leakage (money spent outside the general market area), surveys of existing businesses and customers to determine demand. The office market analysis will include, at a minimum, the supply of existing office, focus groups to determine current expansion needs of existing users, site analysis, and office development trends. **City responsibility**
- Update the Bureau of Environmental Services sub-basin analysis related to the ecological health of the watershed. **City responsibility**
- Analyze opportunities for stormwater management retrofits along the corridor, resource protection opportunities, and opportunities to form future Local Improvement Districts (LID). **City responsibility**
- Evaluate the geographic extent of the existing conditions data and determine areas of study and impact. **City responsibility**
- Review and summarize relevant state, regional and city public policies, plans, and previously completed studies and describe their impact on project study area. **City responsibility**

### Contractor Role:

City of Portland staff will take the lead on inventorying and evaluating the existing land use, transportation, economic, and environmental conditions along the corridor. The contractor has much experience analyzing existing conditions. The contractor will coordinate with City staff on analytical methods and data needs for modeling in task 4 (Needs, Opportunities, and Constraints Analysis).

Contractor Deliverables: none

## Task 4 – Needs, Opportunities, and Constraints Analysis

### Objectives:

- Identify the Needs, Opportunities, and Constraints of the corridor study area

### Methodology:

- Conduct a needs, opportunities, and constraints analysis for the Barbur corridor. **Contractor responsibility**
- Identify Tri-met transit engineering constraints for the corridor. **Tri-met responsibility**
- Identify sites with greatest development potential, and identify environmental, economic, transportation, and social/public health/design issues. **Contractor responsibility**
- Conduct outreach designed to inform the analysis using:
  1. An Opt In survey of the community and “users.” **Metro responsibility**
  2. Two community walks for each segment of the corridor. **City responsibility**
- Create an urban design diagram that identifies key conclusions from the existing conditions report and the needs, opportunities, constraints analysis as a communication tool for project partners and the community. **Contractor responsibility**

### Contractor Role:

In order to identify sites with the greatest development potential, the contractor team will consider the needs, opportunities, and constraints along the corridor in a variety of ways. Contractor will conduct a GIS site suitability analysis to see where the potential for infill and redevelopment exists. Contractor will use the existing library of prototype buildings calibrated for the Portland market (developed as part of previous work with the Bureau of Planning and Sustainability) to determine where market conditions such as land cost and expected rent would make transit-oriented development most feasible.

ECONorthwest will provide a market-based and economic understanding of locational advantages for nodal development by identifying and describing the comparative and competitive advantages of various sites. Qamar Town Planning will assist in identifying and prioritizing potential redevelopment concentrations along and nearby the corridor, based on placemaking potential. This is critical because the interface of Interstate I-5, the abandoned strip, and the surrounding local neighborhoods pose great challenges, but even greater opportunities for establishing walkable, mixed-use, compact and vibrant centers. Qamar Town Planning will also develop a diagram of the full corridor that illustrates the analysis of the existing conditions and needs, and highlight important opportunities and constraints for establishing viable centers. DKS will support Tri-Met in the evaluation and analysis of transit constraints associated with new station locations based on land uses and engineering feasibility of circulation and access for transit as well as other modes of travel.

The contractor will tie this analysis with the environmental assets of the corridor by leading community walks to observe opportunities and then weighting the environmental resource data with policy and regulatory standards (compiled in Task 3) according to the risk it imposes on the potential transit corridor. Winzler & Kelly will generate a matrix and map for constrained lands (including resource and regulated lands, as well as socio-cultural resources) for protection and preservation. Opportunity areas will also be identified as optimal locations for project alternatives. Winzler & Kelly will examine the remainder of the corridor to find opportunities for improving habitat through restoration or rehabilitation, or for converting paved area to allow infiltration, and/or to provide connection between natural areas should the project be constructed.

### Contractor Deliverables:

1. Needs, Opportunities, and Constraints report
2. Urban Design Diagram

## Task 5 – Goal and Criteria Development

### Objectives:

- Develop project goals for nodal development pattern, defining neighborhood “placemaking” opportunities, the transit corridor and nodal areas
- Develop criteria for selecting local transit supportive nodes and potential high capacity transit (HCT) station area locations

### Methodology:

- Review Metro’s State of the Centers and Station Area Typologies reports. **City responsibility**
- Review Metro’s Green Streets handbook for possible roadway typologies. **City responsibility**
- Review the City’s goals for watershed enhancement, land use, and transportation. **City responsibility**
- Identify a set of common characteristics for successful transit supportive pedestrian nodes (including HCT station area locations) specific to the Barbur corridor. **Contractor responsibility**
- Develop high level corridor and nodal goals that optimally balance the economic, social/health/design, and environmental values of the community in coordination with goals and evaluation criteria developed as part of the SW Corridor Plan. **City responsibility**
- Analyze the needs, opportunities, and constraints analysis to identify opportunities for creating places. **Contractor responsibility**
- Develop detailed criteria needed to evaluate nodal location alternatives. The criteria will at a minimum address issues related to watershed health, stormwater, urban design specific to density and transitions between nodes and single family neighborhoods, pedestrian safety, mobility, congestion, health, commercial vitality, infrastructure availability and connectivity across and along the transit corridor. **Contractor responsibility**

**Contractor Role:**

Developing goals and criteria are necessary to objectively measure scenario results and conduct a comparison in "like" terms. Scenario alternatives for the Barbur corridor that will be developed and evaluated in later steps will be understood and objectively evaluated using measurable indicators that reveal how each performs in terms of walkability, stormwater, urban form and neighborhood characteristics, among many other goals. Taking the high level corridor and nodal goals developed by the City, as well as the review of existing policies and goals completed in Task 3, the contractor will develop detailed criteria upon which each alternative nodal location could be evaluated. Criteria that are selected must be measurable and contribute meaningfully to an evaluative framework.

The contractor will employ the Envision Tomorrow Suite of Tools. Built into the Envision Tomorrow scenario planning tool are many indicators for land use metrics, resource usage, transportation and environmental impact. The flexibility and open design of Envision Tomorrow allows for customization that includes many additional indicators as needed. During scenario creation, the tool allows for rapid evaluation of criteria, including vacant land, housing mix and product type, square footage of commercial lands, jobs created (office, industrial, retail) VMT, travel mode split, and GHG emissions, among others.

**Contractor Deliverables:**

1. Memo identifying a set of common nodal characteristics and opportunity areas
2. Evaluation criteria for selecting the location transit supportive pedestrian nodes

**Task 6 – Alternative Concept Development****Objectives:**

- Identify alternative transit supportive nodal urban development concepts for the corridor
- Explore alternative locations for local and HCT transit stations
- Build scenarios for each location

**Methodology:**

- Identify major and minor nodes (no more than seven) based on the potential for concentrations of new development. Major nodes imply suitability for more intensive office/retail/housing around HCT while minor nodes imply suitability for local transit service with less intensive housing and local serving retail. **Contractor responsibility**
- Consider the role of different nodes in terms of market area potential compared to other locations in the City and region. **Contractor responsibility**
- Create a typology of the corridor segments between the nodes that identifies similarities and distinguishing characteristics in terms of mix and intensity of uses. **Contractor responsibility**
- Explore alternative numbers and locations of transit stations using the key characteristics, goals, and criteria developed in Task 5. **Contractor responsibility**
- Explore street classifications and potential changes in traffic patterns from each nodal development alternative based on the urban development framework. **City and Metro responsibility**
- Using a variety of planning tools, identify building prototypes based on current entitlements and build development scenarios (no more than 3 each) for the corridor and individual nodes. **Contractor responsibility**
- Using a variety of planning tools, test future scenarios based on changes to current entitlements and build development concepts for the corridor and individual nodes. **Contractor responsibility**

**Contractor Role:**

Contractor will develop a prototype building library, conducting a development opportunities analysis, analyzing potential hotspots for major and minor nodes, and creating scenarios that test the impacts of different development options around these nodes and along the entire corridor.

**Task 6.1 Create library of prototype buildings**

Based on a firm foundation from the market research in the existing conditions report, the contractor will create a library of locally calibrated prototype buildings. Based to some degree on existing prototypes in use by City of Portland Bureau of Planning and Sustainability, these prototype buildings are literally the building blocks of our scenarios. Through previous work with the City, the prototypes will include identified rents and other development market variables that are relevant to prototype development and evaluation. These prototype buildings range from townhomes to a mixed-use condo tower and a Main Street retail building to a transit-oriented office building. Each of the prototype buildings in the library have full building envelope calculations, financial feasibility, and images. This past work is a major asset to the project, and is an opportunity to refine the existing prototypes and create additional new building types desirable for modeling along Barbur Boulevard and buildings that take into account the catalyzing impacts of transit investments along the corridor.

**Task 6.2 Conduct development opportunities analysis**

Contractor will conduct a "Tipping Point," or development opportunities analysis, in order to identify sites suitable for redevelopment based on several factors, including additional capacity under existing zoning, comparison of structure value to land value, and the size and ease of assemblage.

**Task 6.3 Use development opportunities analysis to identify major and minor nodes**

Contractor will use analysis to identify up to seven major and minor nodes. Contractor will test the impacts of different levels of intensity in the nodes through the scenario process in Task 6.6. To determine opportunities at each node, ECONorthwest will

identify market shed for nodes; compare demand-side characteristics using demographic profiles and projections (income, education, retail spending); compare supply-side development profiles (existing and planned future mix of uses, development types, current sales); identify relevant market and economic trends affecting the region; and based on this analysis, describe the role that various nodes might play in a regional context, relative to its competition.

The contractor team will work collaboratively to find a balance between health and environmental issues relative to transportation needs in the selection of preferred alternatives for the transit station locations. Winzler & Kelly will test the identified nodes against the established criteria and rank the alternatives by long-term use. Each alternative site will be weighed for its responsiveness to watershed health goals and investment strategies. Stormwater system upgrades as part of the linear corridor improvements currently offer some of the most innovative ways to fund necessary improvements to bring a community or a region into compliance with Department of Environmental Quality's (DEQ) and City's standards for water quality while providing aesthetic, sustainable features which can create a more livable sense of place for residents.

#### Task 6.4. Create typology of corridor segments between nodes

Based on experience working with transit corridors in this region and around the country, the contractor will create a specific typology that describes and illustrates the function, look and feel of the types of segments that are likely to occur between the nodes along the Barbur Corridor. ECONorthwest will provide assistance with developing a typology methodology that is measurable, and supporting the team with market-informed understanding of how various uses and typologies might be implemented in the short and long run. DKS will help the City and Metro define street classifications and possible modifications to existing functional classifications of streets, keeping in mind the potential for changes to traffic circulation for all modes of travel based on the proposed nodes.

#### Task 6.5. Create development types for the corridor

To create the Envision Tomorrow scenarios for the corridor the contractor will aggregate building prototypes into development types that represent places in the Portland region. For example, a transit oriented development (TOD) type could include a collection of mixed-use residential and retail buildings along with some compact multi-family buildings. Each development type includes assumptions for streets, parks, and civic space. The contractor use the Scenario Builder to "paint" the Barbur Corridor with these development types, thus creating multiple scenarios of future development.

#### Task 6.6. Build three development scenarios

The contractor will use Envision Tomorrow to create detailed land use scenarios based on the prototypes and development types created in this task. Envision Tomorrow provides the flexibility to work at multiple scales, starting at the parcel or even sub-parcel levels. The contractor will use the power of this tool in order to design up to three development scenarios for the corridor that test different levels of development intensity at the nodes that were identified and based on different typologies along the corridor between the nodes. Building from all economic and market analysis that has been completed to date, the contractor will compare demand-side and supply-side characteristics to develop a market-informed projection for various uses in the study area. All data from the analysis in a format readily usable by the City.

#### Contractor Deliverables:

1. Prototype building library
2. Development opportunity maps
3. Typology memo of corridor segments
4. Alternative node and transit station descriptions and drawings
5. Barbur corridor-specific development types
6. Three corridor specific Envision Tomorrow land use scenarios

### **Task 7 – Alternative Concept Analysis**

#### Objectives:

- Evaluate the performance of the alternative nodal concepts
- Analyze the nodal area location alternatives to explore where transit station areas would make the most difference.
- Analyze the mix and quantity of development types for each station area
- Select preferred station area locations
- Evaluate the potential traffic impacts of each nodal alternative with the transportation access and circulation data from the Southwest Corridor Refinement Plan

#### Methodology:

- Analyze the potential locations against the goals and criteria identified in Task 5 and use modeling tool to evaluate scenario performance. **Contractor responsibility**
- Using economic and market analyses, Assess the mix and quantity of possible development types in each station area. **Contractor responsibility**
- Review the transportation analysis to assess access and circulation needs for potential redevelopment scenarios in nodes and station areas. **City and Metro responsibility**
- Review the transportation analysis of impacts to transportation system to assess mobility impacts of the redevelopment scenarios. **City and Metro responsibility**



Contractor will employ experience in analyzing scenarios at a range of scales in order to better understand key components of creating a successful corridor. The contractor will start by working with evaluation criteria that best address the goals identified in Task 5. These may include criteria related to land use, transportation, the economy, the environment and equity. Based on these criteria and with the support of our team members, the contractor will perform an extensive analysis on the alternative concepts for each area in order to best understand:

- Identifying which nodes have the ability to catalyze the most development
- Optimal locations for both major and minor nodes
- The types and intensities of development most feasible at each potential station area

#### Contractor Deliverables:

1. Envision Tomorrow scenario outputs for City and Metro transportation analysis
2. Summary report and presentation materials of the scenario analysis

### Task 8 – Concept Plan Development

#### Objectives:

- Consolidate data and analyses into a comprehensive report that recommends a long-term development strategy that includes a public and private investment strategy for the corridor and the location and number of transit stations
- Identify stormwater management needs for the nodes and corridor, including best management practices

#### Methodology:

- Prepare draft report for public review and comments. The report will have the following outline:

1. History and policy context of the corridor including needs, opportunities, and constraints
2. Urban Design diagrams showing:
  - a. Locations of nodes and potential station areas with mix of land uses
  - b. Role of corridor segments, nodes, potential station areas, and stormwater management needs;
3. Identification of actions to support public and private investment, including recommendations to amend Portland land use and transportation policies and regulations in concert with Metro's Community Investment Strategy for the entire SW Corridor
4. Timing and priority among actions
5. Consideration of alternative alignments from the SW Corridor Refinement Plan related to 3 and 4 above. **City responsibility**

- Tie stormwater management needs to future transportation investments identified in the Alternative Concept Analysis (e.g. managing stormwater at the source using vegetated facilities). **City responsibility**
- Conduct presentations to public, Metro Council, Portland Planning Commission, Portland City Council, and Tri-met Board of Directors. **City responsibility**

#### Contractor Role:

The contractor will provide summaries of contractor deliverables, including a public presentation materials encompassing the planning process and results.

#### Deliverables:

1. Summarized versions of previous memos and analysis for final summary report
2. PowerPoint slides of contractor deliverables

### Input and Review

Performance of the tasks will be undertaken in close coordination with the City of Portland project manager and the Community Working Group. Drafts of all materials and reports prepared in the course of the project will be submitted to the City's Project Manager for review and comment prior to distribution to others for review and comment as appropriate.

### Planned Schedule for Completing the Work

The schedule for performing the tasks will be coordinated with the schedule of the Community Working Group meetings. It is anticipated that Tasks 2 and 3 will be completed by January 2012, Tasks 4 and 5 will be completed by May 2012, Tasks 6 and 7 will be completed by January 2013, and Task 8 will be completed by March 2013. The final meeting of the Community Working Group is anticipated in December 2012.

### CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
John Fregonese	High level project guidance
Glen Bolen	Project manager, main point of contact
C.J. Gabbe	Deputy project manager
Julia Reed	Urban design and modeling

Max Bolen	GIS analyst
-----------	-------------

## SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Abe Farkas, ECONorthwest	Economic analysis
Lorelei Juntunen, ECONorthwest	Economic analysis
Nancy Olmstead, Winzler & Kelly	Natural resource analysis
Laurence Qamar	Urban design
Alan Snook, DKS	Transportation analysis
Sharon Kelly, HDR Engineering	Transit analysis

The City will enforce all diversity in workforce and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Contractor in its Proposal. For contracts valued \$100,000 or more, the Contractor shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subcontractors employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandonline.com/shared/cfm/image.cfm?id=119851>.

## COMPENSATION

The maximum that the Contractor can be paid on this contract is \$137,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Contractor may be less than that amount.

The Contractor is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Contractor based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Contractor remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's bills previously submitted for acceptable work performed and approved.

## PAYMENT TERMS: Net 30 Days

### Hourly Rates

The billing rates shall not exceed those set forth below:

Name	Hourly Rate
John Fregonese, Fregonese Associates	\$265
Glen Bolen, Fregonese Associates	\$150
Julia Reed, Fregonese Associates	\$100
C.J. Gabbe, Fregonese Associates	\$80
Robert McCracken, Fregonese Associates	\$75
Max Bolen, Fregonese Associates	\$85
Abe Farkas, ECONorthwest	\$210
Lorelei Juntunen, ECONorthwest	\$120
Nancy Olmstead, Winzler & Kelly	\$160
Laurence Qamar	\$160
Alan Snook, DKS	\$125
Sharon Kelly, HDR Engineering	\$180

### Progress Payments

On or before the 15<sup>th</sup> of each month, the Contractor shall submit to the City's Project Manager an invoice for work performed by the Contractor during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable. The

855481

Project Coordinator shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants - matching the subconsultant invoices. Prior to initial billing, the Contractor shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the City to Contractor.

## INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

## SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance:

Contractor Signature

Date

Entity

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

## SECTION B

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

## SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:

- A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
- C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- D. Labor or services are performed only pursuant to written contracts;
- E. Labor or services are performed for two or more different persons within a period of one year; or
- F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

**CONTRACTOR SIGNATURE:**

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Contractor may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

**Fregonese Associates**BY: 

Date: \_\_\_\_\_

Name: John FregoneseTitle: President

Contract No. 30002202

Contract Title: Barbur Corridor Concept Plan

**CITY OF PORTLAND SIGNATURES:**

By: \_\_\_\_\_  
Bureau Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Elected Official

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
Office of City Auditor

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

Date: \_\_\_\_\_