

RESOLUTION NO. 2258

A RESOLUTION EXEMPTING A PROFESSIONAL SERVICES CONTRACT FOR SERVICES RELATING TO THE ARCHITECTURAL AND AESTHETIC ENHANCEMENTS FOR THE WILSONVILLE ROAD INTERCHANGE IMPROVEMENT PROJECT FROM FORMAL COMPETITIVE SOLICITATION REQUIREMENTS, IDENTIFYING BCB CONSULTING, INC., AS CONSULTING CONTRACTOR AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH A CONTRACT.

WHEREAS, in June 2010, the Wilsonville City Council adopted a Capital Improvement Program for the City that includes a FY 2010-11 appropriation of \$8,570,000 to fund the Wilsonville Road / I-5 Interchange Improvements Project (#4002) which, in part, includes design, architectural and aesthetic enhancements to the construction of the pedestrian/bicycle walkway and for which \$2,000,000 has been budgeted; and

WHEREAS, the architectural and aesthetic enhancement element to the Interchange Improvement is a long term feature of the project, originating with concepts for a grade-separated bike and pedestrian pathway to accompany planned reconstruction of Wilsonville Road/ I-5 underpass to eight lanes; and,

WHEREAS, the architectural and design aspect of the bike and pedestrian pathway evolved when the transportation impacts the Fred Meyer/ Old Town Square Development was reviewed in 2006-7. Specifically, the city council identified the need for safe and attractive connectivity which would enrich the I-5 underpass in such a way that it would be an inviting experience rather than an intimidating one for bicyclists and pedestrians; and,

WHEREAS, preliminary bike and pedestrian design concepts included the idea that aesthetic enhancements could be the product of public involvement that reflected community themes and the possible participation of Wilsonville schools; and,

WHEREAS, as plans for the reconstruction of the I-5 intersection and ramps by the Oregon Department of Transportation (ODOT) proceeded, the need for planning and incorporating pathway design into the interchange project became critical; and,

WHEREAS, the city retained a consultant, BCB Consulting, Inc. to refine project designs, to include potential landscaping, railing, retaining walls, and other aesthetic components, and to develop a process by which the city could collaborate with the schools,

ODOT, its design staff, OTAK, and other stake holders in creating a workable bike/ped enhancement project; and,

WHEREAS, as part of this work, the consultant managed the project, defined budgeting parameters, ensured technical coordination of design/construction trades, served as liaison between the city and project participants in the creation of design elements, and begin the organization and implementation phase of the project by engaging community schools - the Wilsonville High School, Art Tech, Middle and grade schools – to involve students in the creation of aesthetic tiles for the panel section of the interchange; and,

WHEREAS, at work sessions, the council considered the design theme (the city's natural resources) and details of the aesthetic elements, as presented by the consultant, school representatives and students; and,

WHEREAS, with the bidding of the ODOT construction project and the setting of a construction schedule, the need for contract completion of the final production phase of the project and the integration of the planned enhancements is required. Such a contract will necessarily involve collaborating with project participants in the finalization of design, choice of materials, and production of aesthetic elements, and continued management of the integration of the elements into the reconstruction of the interchange; and,

WHEREAS, the past experience and expertise of BCB Consulting, Inc., in working on the architectural and aesthetic enhancements for the Wilsonville Road Interchange Improvement project to provide design documents and construction-related services for the referenced project; commends it for work on the final phase of the project; and,

WHEREAS, City of Wilsonville Code 2.310 establishes that the Wilsonville City Council is the Local Contract Review Board under the State of Oregon Public Contracting Code; and

WHEREAS, public contracting law and rules of the Local Contract Review Board allow the direct appointment of a contractor providing public improvement contracts of this nature (Services Related to Architectural, Engineering and Land Surveying Services) for work that has been substantially described, planned or studied in an earlier contract for the same project, OAR 137-048-0200 (1) (e) (A), or when “ a change in contractor to do follow-up work would clearly result in increased costs or increased time,” W.C. 2.315(7) 3). Alternatively, a public improvement contract may be exempted from competitive bidding by “special procurement,”

where the Contract Review Board finds that award of the contract is 1) unlikely to encourage favoritism or substantially diminish competition for public improvement contracts and 2) will result in substantial cost savings to the contracting agency, ORS 279C.335(2) (a) and (b); and,

WHEREAS, based upon the foregoing, the Council finds that services by BCB Consulting Inc. to complete the final phase of the subject enhancement project have been substantially described, planned or studied in earlier contracts with the consultant within the meaning of state law; and,

WHEREAS, the council finds that a change in contractor would clearly involve increased costs and time; and,

WHEREAS, the Council further finds that BCB Consulting has the skills, experience, professional and community contacts, evidenced by the attached Exhibit 1, to warrant special procurement contracting; and

WHEREAS, as detailed in the attached Exhibit 2, a specially procured contract for the design, construction and installation of the architectural and aesthetic enhancements will result in substantial cost savings to the city, and due to the unique nature of the project, combining a large scale community involvement program with infrastructure improvements, would be unlikely to encourage favoritism or substantially diminish competition for public improvement contracts were the contract be specially procured; and,

WHEREAS, the public contracting law requires that when granting exemptions to competitive bidding, the local contract review board shall adopt findings supporting special procurements; and,

WHEREAS, ORS279C.335 (4)(a) requires that the contracting agency shall hold a public hearing, and provide statutorily mandated notice to said hearing, prior to adopting findings exempting a public improvement contract from competitive bidding; and,

WHEREAS, a properly noticed public hearing to consider the matter was held at the regular meeting of the Wilsonville City Council on December 6, 2010; and

WHEREAS, the Council has considered the record of the hearing, and based upon the foregoing recitations and findings attached as exhibits to this resolution,

NOW, THEREFORE, CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. City Council determines that the contract for services related to aesthetic enhancements to the Wilsonville Road / I-5 Interchange Improvements, to be performed by BCB Consulting Inc., is hereby exempted from the competitive bidding requirements of public contracting law. Alternatively, the council authorizes the direct appointment of the consultant pursuant to OAR137-048-0200(1) (e) (A) and W.C. 2.315 (7) 3.
2. The Council authorizes the City manager to execute an agreement in a form substantially corresponding with the Professional Services Agreement attached as Exhibit 3.
3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 6th day of December, 2010 and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor Kirk	Yes
Councilor Hurst	Yes
Councilor Núñez	Excused
Councilor Goddard	Yes

Exhibit #1 - Credentials and Qualifications for BCB Consulting
Exhibit #2 - Special Procurement Findings – BCB Consulting
Exhibit #3 - Professional Services Agreement



Cynthia Thompson
Jon Putman
1216 NW 25th Avenue
Portland, Oregon 97210
503-224-2243
503-995-7965

Credentials & Qualifications for BCB Consulting, Inc.

- Registered with Oregon State Attorney General's Office to do business in Oregon
- Woman owned business
- Competitive hourly rate
- Only known vendor in region with breadth and depth of knowledge /experience /relationships in alternative mode transportation issues and implementation of innovative "first time" transportation projects designed to reduce single occupant car travel
- BCB staff combined 45 years of experience that is applicable

Top Tier Qualifications

❖ Experience

Over 20 years of in-depth knowledge and experience in the transportation industry. BCB staff involvement in policy, planning, funding, and delivery of public transportation services and programs designed to reduce vehicle miles traveled has led to unique, one of a kind transportation projects. Creative and innovative projects encouraging biking, walking, and transit are central to BCB's mission to *Believe, Create, and Build* a better transportation future. *(Project examples below)*

BCB staff experience includes project management, fiscal responsibility for multi-million dollar programs and projects, transportation planning, project and program administration and management, supervision, accountability, public and private partnerships, federal, state and local purchasing requirements, start-up projects, school/education programs, sustainable business practices, marketing, communications, business, agency, and neighborhood relations, multi-agency programs, public and media relations, market research interpretation and strategic application of data

Tier Two Qualifications

❖ Working Knowledge

Years of experience working in Oregon with various agencies, boards, committees, commissions and associations. Five year ownership of BCB, Consulting, Inc. Five years City of Portland Division Manager , Transportation Options, Five years SMART Transit

Director; Five years, Manager, Basin Transit in Klamath Falls, Three years owner/manager of 60-unit motel, Three years advertising industry, five years printing industry, Seven years solar energy industry.

**Boards/Commissions/Associations & Affiliations of BCB Consulting, Inc. staff
Cynthia Thompson and Jon Putman**

(Current and past):

- METRO Regional Transportation Options Advisory Committee
- Board of Directors Oregon Transit Association
- President Oregon Transit Association
- Board Member Transportation Options Group of Oregon
- Community Transportation Association of America
- American Public Transit Association
- Metro Transportation Policy Alternatives
- Street Car Citizen's Advisory Committee
- Special Transportation Fund Advisory Committee
- Elderly & Disabled Transportation Plan Advisory Committee
- Chairman of the Board of Directors Basin Transit, Klamath Falls
- Commissioner and Hearings Officer – Housing Authority
- Chair, Capitol Facilities Committee – City of Klamath Falls
- Public Safety Committee member – City of Klamath Falls

BCB Consulting, Inc. and staff have received numerous awards and recognitions for their work, dedication, leadership and successful project implementation.

PROJECT EXAMPLES:

Innovative, pilot, and start-up projects designed, initiated, and implemented by Cynthia Thompson of BCB Consulting, Inc.

- **School Programs:** Designed and implemented **Meet the Bus**, Klamath Falls student education program to increase knowledge of and encourage transit use; **SMART Art**, Wilsonville, student education program designed to increase knowledge of transportation options and encourage biking, walking, transit. While at the City of Portland initiated and developed **Safe Routes to School** website and in collaboration with Portland Traffic Division implemented “**Safe Routes to School**”, “**Walking School Bus**”, and “**Bike Safety**” student education programs; BCB developed a long range plan for Westside Transportation Alliance and initiated and assisted in development of an adopted “TDM” curriculum for Portland Community College (PCC) to train transportation coordinators in all aspects of transportation demand management. The curriculum was adopted and offered to students during 2009/10 school year.

- **Rideshare:** CarpoolMatchNW.org; Custom design software system to promote carpooling in the Portland region. Software designed to monitor CO² reductions and the first transportation project to be funded by the Climate Trust as a “certified” carbon offset project. After goal of 70,000 metric tons of CO² reduced, carbon offsets could be sold in carbon offset trading system.
- **Drive Less Save More:** Worked with Tom Brian’s staff to write legislation to fund trip reduction strategies, this effort resulted in the **Drive Less Save More** program and campaign.
- **TravelSmart:** Initiated and implemented the first individualized marketing pilot project in the United States, based on the successful European trip reduction program developed in Germany by Werner Brog. Over 100 projects in Europe resulted in 6 – 10% reduction in drive alone car trips in project areas. Portland implemented 3 pilot projects with a focus on targeting areas where capital investments were made such as the new light rail line on Interstate. The project measured before and after trip patterns comparing trip reductions with TravelSmart strategies versus trip reductions without TravelSmart strategies. Trip reductions were twice as much where TravelSmart was implemented. Portland TravelSmart pilot projects experienced 7 – 9% reduction in drive alone trip. City of Portland transitioned TravelSmart into an ongoing program still underway today titled SmartTrips with numerous success stories. Portland’s program has become the industry standard for individualized marketing programs. The City of Wilsonville/SMART will conduct its first “TravelSmart” pilot project titled “Discover Wilsonville” next fiscal year, 2011/12.
- **Art, Transportation, and Infrastructure:**
 - **Downtown Beautification:** Klamath Falls, wrote and submitted grant to redesign downtown transit center, utilized existing geothermal heat under bus parking zone to ensure snow melt during winter; grant included downtown beautification amenities, clock tower and benches.
 - **Options Zones and Art Racks:** Initiated and implemented Options Zones with “art racks” bike racks with artistic designs located near key locations where rail, bus, pedestrian, bike, and carsharing transfers were possible. These “zones” have become the new Zipcar sign/symbol for carsharing’s on-street parking spaces.
 - **Options Mobile:** The concept of a one-stop transportation center in a physical location titled a **Mobility Center** where people could go to access multi-modal transportation information in the heart of their communities resulted in the “**Options Mobile**” a traveling unit; an electric car “redesigned” to travel to communities in conjunction with the Portland neighborhood based **SmartTrips** program. This custom designed electric car was wired with the

latest technology and tools for on-site access to websites, rideshare services, and a multitude of transportation information.

- **Wilsonville Clock Tower and Custom Shelters:** 30 foot landmark clock tower made of brushed aluminum, a tree design with backlit stained glass. This clock tower includes eight cameras for security of SMART Central @ Wilsonville Station. The clock tower includes a sound system and historical bronze panels depicting the history of transportation in Wilsonville. Two shelters made of steel and fused glass provide a larger and enhanced waiting area for bus riders. These structures bring beauty and functionality together to enhance the customer's transit experience.

**SPECIAL PROCUREMENT FINDINGS - BCB CONSULTING
WILSONVILLE ROAD BICYCLE AND PEDESTRIAN ENHANCEMENT PROJECT**

I. Consultant's Project Experience

A. BCB Consulting Inc. provided the following services as described in contracts for the Project:

1. Project Review. Review proposed preliminary interchange design and related planning documents. Meet with City, ODOT planners and engineers. Review design elements from the Fred Meyer bike/pedestrian path discussions for incorporation into interchange project. Explore and identify successful transit or highway project with similar outcomes.
2. Identification of legal/operational parameters. Research ODOT right of way requirement and restrictions and manner of aesthetic project/construction project interface. Identify ODOT's design and construction schedule and identify project time constraints.
3. Project Material Identification. Research a variety of durable, low maintenance materials for possible use.
4. Community/School Collaboration. Develop contacts, meet with, and explore roles and relationships with school officials and student artists, defining the form of process to accomplish project goals and outcomes.
5. Develop options for Project features. Prepare recommendations regarding pathway design, guard rail, retaining wall, landscaping, and aesthetic tiling.
6. Prepare technical memoranda and communicate key findings and project recommendations with City, ODOT, school personal, and others.
7. Project Design and Budget. Create alternative design concepts for project elements. Produce concept sketches/line drawing and provide information regarding material, costs and other needed elements needed for City further decision making and direction.
8. Project Management. Administer and manage contract with Technical Advisor/Coordinator of Trades for architectural elements of the Wilsonville Interchange project. Communicate and collaborate with City, ODOT and design team staff on the nature and incorporation of the bike and pedestrian path, guard rail and retaining wall into intersection design and construction. Serve as liaison between Technical Advisor/Coordinator, the City, Owner's Representative and ODOT.
9. City Council Presentation on project elements, refined designs, procedure and operational approach to involving youth artists.
10. Refinement of Design, Continuing management and Collaboration. Upon receipt of direction from the City Manager continue to collaborate with City, ODOT, the school community, public, on development of details of the material usage, design, color palette, labor, budgeting, fabrication, production and installation of bronze relief inlays, bollard relief art, railing panels and other architectural and aesthetic elements of the Project.

II. Proposed Consultant Contract Services.

A. Phase 3 of the Wilsonville Road Bicycle and Pedestrian Enhancement Project requires the following services:

1. Project Management, Technical, and Architectural Services. Continue technical support services related to overseeing the integration of aesthetic elements of the Project into the construction work for the interchange. Oversight and coordination between the City and ODOT through the construction phase of both Projects. Continued Project administration, budgeting and reporting to City and State.
Organize and manage sub consultants for technical assistance with school coordination, communication, development and implementation of School Programs, described below, and for all fabrication, production, and installation of aesthetic treatments for sidewalks, bollards, railing, and retaining walls.
2. Develop and Implement Individualized School Programs (ISP's) Develop school-specific plans for the process of student involvement and production of art for tiles, railing, and sidewalks. Coordinate Intergovernmental Agreements with School District and Principals. Offer menu approach to teachers to incorporate ISP elements into curriculum, including planning, teacher/student art preparation, and classroom instruction, obtaining materials and supplies, production of art, firing of tiles/glazing at school sites, storage and staging of art/tiles for incorporation into intersection construction.
3. Communications/Coordination. Presentation to School Board, Community Groups, City Council. Coordinate website project information. Continued coordination with school officials, City and State design team and construction operators.
4. Design, Fabrication and Production of Aesthetic elements Design, secure materials and supplies, fabricate, and produce bronze reliefs, railing, retaining wall treatments and other elements.
5. Installation. Oversee installation of all Project aesthetic elements in conjunction with ODOT timeline for completion.

III. Substantial Cost Savings to the City and Public

- A. The primary reason underlying costs savings derives from the fact that the proposed contract is a continuation of the services performed by BCB Consulting Inc. (the Consultant) in earlier stages of the Project.
- B. Contracting with the Consultant would have substantial time savings advantages.
 1. The Project is of a scale and complexity as to be unique. The state has never integrated a Project such as this into the construction of an intersection. It is essentially a pilot project to add an aesthetic component to a transportation infrastructure improvement project. The consultant's knowledge of the state

- design and construction process, its experience and efficiencies in finding and retaining a team with artistic skills to design, program and coordinate the project into the interchange construction, would, with competitive bidding,
2. have to be replicated by another contractor. The contacts the consultant has developed with the City, ODOT, State design teams, the public and school district officials, all of which involve considerable effort and time to establish, would have to be replicated by another contractor.
 3. The Consultant has associated with subcontractors, and the subcontractors have developed a body of work and work experience in the pursuit of design and implementation of technical aspects of the Project, all of which would have to be established and directed by another contractor.
- C. Contracting with the Consultant would engender significant monetary savings.
1. The foregoing time savings advantages have obvious money-savings features. Practical experience with follow-on contracts such as the subject contract teach that where a consultant previously has performed collaborative design services on the same project, that consultant will have picked up professional experience on the project which will have to be assessed, valued and reflected in the bid of an alternative contractor.
 2. Consultant will not need to invest time in familiarizing itself with the Project and will not have to reflect this time in its offer.
 3. The unique character of the project requires retention of subcontractors of multiple disciplines who, based upon the familiarity of the Project and the partial completion of services to date, can in turn reflect a savings in remuneration.
- D. The Public would be advantaged by the special procurement.
1. The design and collaborative process employed by the consultant to date has been appreciated by the City, the public and school personnel. It is most advantageous, expeditious and cost effective to proceed with the Consultant rather than restart the process with an alternative contractor.
- IV. The special procurement is unlikely to encourage favoritism or substantially diminish competition for the contract.
- A. The familiarization with the context of the Project, the specialized knowledge and expertise required in its continued pursuit, ability to effectively partner with the City in coordinating Project completion with the schools and the state, is not likely offered by available contract bidders. As such, bids for provision of comparable or superior service, at competitive price levels, is not likely, and does not justify a competitive process.
 - B. The City pursued a competitive process for the Clock Tower contract which identified primary technical contractors chosen by the Consultant for the Enhancement Project. SMART placed an advertisement through the Regional Arts and Culture Council when seeking artists to work on the Clock Tower/custom shelter project. The Consultant's Technical Advisor and Communication/Facilitator/ School Liaison submitted qualification through a SMART/ City RFQ process in January 2009.
 - C. Given the unique nature and complexity of the Project, and all that would be necessary for a contractor to competitively bid on the accomplishment of a "work in progress,"

there are, as a practical matter, a limited number of qualified contractors available to do the work in the time left to complete it. All of these factors militate against favoritism or anti-competitiveness as the result of special procurement of the subject contract.



City of
WILSONVILLE
in OREGON



EXHIBIT 3

PROFESSIONAL SERVICES AGREEMENT

Consulting Services for Wilsonville Road Interchange Improvements Bicycle & Pedestrian Path Architectural & Artistic Enhancements

This Agreement is made and entered into as of the date first indicated on the signature page, by and between the City of Wilsonville, Wilsonville, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and BCB Consulting, Inc., hereinafter called "Consultant."

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Consultant, and

WHEREAS, City has determined that Consultant is qualified and capable of performing the professional services as City does hereinafter require, under the terms and conditions set forth hereafter:

THEREFORE, the parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES

Consultant shall initiate services upon receipt of City's Notice to Proceed, together with an executed copy of this Agreement. Consultant agrees to complete work that is detailed in Exhibit A - Scope of Services and by this reference made a part hereof.

ARTICLE 2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective from the date of execution by both parties and shall expire either when tasks required hereunder are complete and accepted, or **two (2) years** from date of award, unless earlier terminated or extended in accordance herewith. All work under this Agreement shall be completed before the expiration of this Agreement.

Consultant agrees to provide to the City Project Manager within thirty (30) days following award of a contract for these professional services, a detailed milestone schedule and list of submittals (mock-ups, design proposal, sketches/drawings.) The City will have 14 days following each submittal in which to provide review, comment and approval, prior to Consultant directing fabrication of materials.

ARTICLE 3. COMPENSATION

City agrees to pay Consultant, on a time and material basis, an estimated amount of ~~One Million and No/100 Dollars (\$1,000,000)~~ **Eight Hundred Thousand Dollars (\$800,000)** for performance of those services described in Exhibit A - Scope of Services of this Agreement. Said payment shall cover all costs associated with the performance of services as described in Exhibit A. Payment will be based on Consultant's invoice, subject to the approval of Project Manager for the City, listed herein, and not more frequently than monthly. Payment shall be payable within thirty (30) days from the date of receipt by the City. While stated compensation under this contract is not to be exceeded, the parties nevertheless agree that, throughout the performance of the contract, they will, in good faith, meet regularly to discuss, jointly identify and implement, by contract amendment, such "value engineering," service efficiencies, materials substitution and other cost savings as may be realized and passed on to the city.

ARTICLE 4. CONTACT INFORMATION

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Project Manager for City

City of Wilsonville
Attn: Kristin Retherford
29799 SW Town Center Loop E
Wilsonville, OR 97070

Phone: (503) 570-1539

Email: Retherford@ci.wilsonville.or.us

Project Manager for Consultant

BCB Consulting, Inc.
Attn: Cynthia Thompson
1216 NW 25th Avenue
Portland, Oregon 97210

Phone: (503) 224-2243

Email: Cynthia@bcbconsulting.net

ARTICLE 5. CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments, insurance, taxes and or other expenses associated with the performance of the Consultant's duties required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.

Consultant acknowledges that for all purposes related to this Agreement, Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

ARTICLE 6. STANDARD OF SERVICES AND WARRANTY

The Consultant agrees to perform and warrants that his/her services will be of the quality and of the standard of care, skill, and diligence normally provided by a professional individual in the performance of similar services. The Consultant warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with the professional standards and requirements of this Agreement.

ARTICLE 7. INDEMNIFICATION

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant's work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

To the extent allowed by law, Consultant and City agree to indemnify and defend the other, and the other's officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) incurred by the party being indemnified resulting from the indemnifying party's acts (or failure to act when action is appropriate) that may be asserted by any person or entity which in any way arise from or relate to this Agreement or the performance of obligations under this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

ARTICLE 8. INSURANCE

Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Each Occurrence	1,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

b. Business Automobile Liability Insurance

If Consultant will be using a motor vehicle in the performance of the services herein, Consultant shall provide City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation.

c. Workers' Compensation Insurance

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

d. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

e. Certificates of Insurance

As evidence of the insurance coverage required by the Contract, the Contractor shall furnish a Certificate of Insurance to the City that states: "*The following is included as additional insured: City of Wilsonville, its elected and appointed officials, officers, agents, employees and volunteers.*" No contract shall be effected until the required certificates have been received and approved by the City.

ARTICLE 9. TERMINATION

The parties agree that any decision by either party to terminate this Agreement shall be accompanied by sixty (60) days written notice to the other party prior to the date termination would take effect. There shall be no penalty for early termination. If City terminates the contract

pursuant to this paragraph, it shall pay Consultant for services rendered prorated to the date of termination.

ARTICLE 10. AGREEMENT MODIFICATIONS

Modifications to this Agreement are valid only if made in writing and signed by all parties.

ARTICLE 11. SUBCONTRACTING

No portion of the Agreement may be subcontracted to any other individual, firm, or entity without the express and prior approval of the City.

ARTICLE 12. NON-ASSIGNMENT

No portion of nor any interest in this Agreement may be assigned to a third party without the express and prior approval of the City.

ARTICLE 13. OWNERSHIP OF WORK PRODUCT

City shall be entitled to ownership and possession of any and all work products, at no additional cost during the products useful lifetime and which are located at City workplaces, of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement. Provided, however, that the City does not intend to own or claim ownership to any underlying intellectual property or source code developed by Consultant and for which Consultant intends to otherwise use in Consultants products, licensing or sales to others.

ARTICLE 14. GOVERNING LAW

Consultant shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

ARTICLE 15. COMPLETE AGREEMENT

This Agreement and attached exhibit constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

ARTICLE 16. SURVIVAL

The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date herein below first written.

City of Wilsonville

Consultant

By: Arlene Loble
City Manager

By: Cynthia Thompson
BCB Consulting, Inc.

Printed Name

Printed Name

Date

Date



Exhibit A – Scope of Services

1216 NW 25th Avenue
Portland, Oregon 97210
503-995-7965

August 20, 2010

Michael Bowers
Kristin Retherford
Mike Stone
City of Wilsonville
29799 SW Town Center Loop East
Wilsonville, OR 97070

RE: PROPOSAL FOR PROFESSIONAL AND TECHNICAL SERVICES FOR THE WILSONVILLE ROAD BICYCLE AND PEDESTRIAN ENHANCEMENT PROJECT.

Dear Michael,

I am pleased to submit this Phase 3 proposal to provide Professional and Technical Services needed for the Wilsonville Road Bicycle and Pedestrian Enhancement Project.

The attached scope of work outlines the full range of services necessary to implement the Wilsonville Student Public Art Program titled "Beauty and the Bridge". BCB Consulting Inc will provide professional services to include project management, school and community communications, technical services, art direction, design, fabrication, production, and installation of student designed porcelain tiles, bronze reliefs, and brushed aluminum aesthetic elements; and oversight during installation of these aesthetic treatments to the bicycle and pedestrian components of the Wilsonville Road Interchange project. The attached services Exhibit "A", scope of work lists the specific tasks included in this proposal and lists the fees associated with each task.

If you have any questions or concerns, please feel free to call.

Sincerely,

Cynthia Thompson
BCB Consulting, Inc.
503-995-7965

(EXHIBIT "A")

PROPOSED SCOPE OF WORK

BICYCLE AND PEDESTRIAN ENHANCEMENT PROJECT

"Beauty and the Bridge"

BCB Consulting, Inc. will implement the Wilsonville Student Public Art Program titled "Beauty and the Bridge". BCB's professional services include project management, school and community communications, technical services, art direction, design, fabrication, production, and installation of student designed porcelain tiles, bronze reliefs, and brushed aluminum aesthetic elements; and oversight during installation of these aesthetic treatments to the bicycle and pedestrian components of the Wilsonville Road Interchange project.

The core components of the project are:

Wilsonville Student Public Art Program (Beauty and the Bridge)

- ◆ Individualized School Programs for

Boones Ferry and Boeckman Elementary (3rd, 4th & 5th grades)

Wood Middle School, Wilsonville High School, Wilsonville Art Tech

- ◆ Public Art designs based on natural resources theme centered around a native tree species concept for railing and tiled walls, and river as central theme for sidewalk

Aesthetic Treatments

- ◆ Sidewalk & Bollards
 - Custom design Bronze Relief Inlays
- ◆ Architectural Railing
 - Powder coated custom design aluminum railing
- ◆ Retaining Walls
 - Custom design porcelain tiles

SERVICES

BCB Consulting, Inc. will provide the following services for the above listed items

1.0 Project Management, Technical, and Architectural Services

- 1.1 Continue technical support services related to overseeing the integration of artistic elements into the construction work for the I-5 interchange.
- 1.2 Oversight and coordination between City of Wilsonville and ODOT related to the aesthetic and enhancement treatments for the design and construction of the bicycle and pedestrian enhancement project as part of the I-5.
- 1.3 Project Administration
- 1.4 Reports as required to City of Wilsonville staff

- 1.5 Oversight and management of Enhancement Project budget
- 1.6 Oversight for fabrication, production, and installation of aesthetic treatments:
 - 1.6.a Sidewalk bronze relief inlays
 - 1.6.b *Bollard bronze relief art
 - 1.6.c Decorative Railing Panels – fabricated and powder coated brushed aluminum
 - 1.6.d Tile Production- firing/glazing at schools and at vendor location
 - 1.6.e Tile Installation on North and South side of Wilsonville Road on Walls 103 & 104 per ODOT plans
- 1.7 **Sub-Consultants**
- 1.8 Establish and manage contracts with
 - 1.8.a Technical Advisor, *Savant Studio*
 - 1.8.b Communication/Facilitator/School Liaison, *TransWatch*
 - 1.8.c School Artist in Residence Project Liaison, *Joan Carlson*
 - 1.8.d School District Agreements and Remuneration
 - 1.8.e Construction Management- coordination and oversight of ODOT contractor installing railing and bronzes, *Brosterhous Construction*
- 1.9 Bid and selection process for materials, supplies, and production of;
 - 1.9.a.1 Porcelain Tiles
 - 1.9.a.2 Brushed Aluminum Railing
 - 1.9.a.3 Bronze Relief Inlays for sidewalk and bollards
 - 1.9.a.4 Installation of artistic railing, bronze art in sidewalks and bollards included in ODOT bid and to be installed by ODOT contractor
- 1.10 Oversight of vendors providing
 - 1.10.a Materials & Supplies
 - 1.10.b Fabrication
 - 1.10.c Tile Production- Firing
 - 1.10.d Powder Coating
 - 1.10.e Transportation & Storage
- 1.11 Communicate and collaborate with appropriate City, ODOT, Wilsonville school staff, students, local artists, volunteers.
- 1.12 Monthly Team meetings

2.0 West Linn- Wilsonville School District Public Art Program

"Beauty and the Bridge"

- 2.1 **Coordination/Communication**
 - 2.1.a Presentations to School Board, Community Groups
 - 2.1.b City Council work session updates
 - 2.1.c Coordinate public involvement program with ODOT
 - 2.1.c.1 Assist in congestion mitigation efforts with ODOT and SMART
 - 2.1.c.2 Coordinate website project information

2.1.c.3 Send project updates to interested citizens and volunteers

2.2 Develop and Implement Individualized School Programs

2.2.a Intergovernmental Agreement with School District and Principals

2.2.b Individualized School Plans (ISP's)

2.2.b.1 Write ISP's defining project team, teacher, and student roles and responsibilities

2.2.b.2 Clarify goals, expectations, resource needs, and timeline

2.2.c Individualized School Programs (ISP's) that offer a menu approach to teachers based on interest and opportunities to incorporate into curriculum including; Project Overview- Commissioning of Student Artists, Field trips, lectures; four phase process

2.2.c.1 1.) Phase I- Planning –

Curriculum Development, Inventory, Logistics-Timeline

2.2.c.2 2.) Phase 2 – Teacher and Student Art Prep/Process

Establish Student Art Council, Classroom lectures, Training

2.2.c.3 3.) Phase 3 – Production –

Draw, Sculpt, Sketch, Prepare, Paint, Glaze Tiles

2.2.c.4 4.) Phase 4 – Implementation,

Production of Art and Fire Tiles, Storage of art/tiles, staging plan

2.3 Technical Advisor – guidance & direction for teachers and students

2.3.a Project Introduction

2.3.b Design parameters, templates, proto-type process example for classroom instruction

2.3.c Teach and work with students regarding process necessary to translate student artist design's into final design for sidewalk/bollard bronze elements, aluminum railing, and tiles

2.3.d Art Direction, coordination with Student Art Council

2.3.e Technical Advisor

2.3.e.1 Oversight of design process

2.3.e.2 Refinement of student designs

2.3.f Oversight of production within school environment

2.3.f.1 Production of art for railing, sidewalk, and bollards

2.3.f.2 Production of tiles for retaining walls

2.3.f.3 Firing tiles in School Kilns

2.3.f.4 Identify resource needs for school kilns

2.4 In- School Liaison- School Artist in Residence

- 2.4.a Project Team Meetings Monthly
- 2.4.b Communication and Coordination between schools and Interchange/BCB Team members
- 2.4.c Communication and Coordination with teachers from Boones Ferry Boeckman, Wood Middle School, Art Tech School, and Wilsonville High School
- 2.4.d Conduct in class room instruction, guidance, and oversight
- 2.4.e Monitor and manage operation of school kilns for project
- 2.4.f Coordinate with project team to ensure necessary materials, supplies, tools, are available
- 2.4.g Assist with lectures, field trips, organization, and logistics
- 2.4.h Work with Student Art Council
- 2.5 School Remuneration
 - 2.5.a Stipend required for key personnel to attend team meetings and special training outside normal work schedules
 - 2.5.b Materials and supplies necessary for project

3.0 Design, Fabrication, and Production of Aesthetic Elements

3.1 Sidewalk-Bollards

- 3.1.a Final design
- 3.1.b Sculptures translated from student art
- 3.1.c Produce bronze molds
- 3.1.d Bronze patina-finish, work with foundries
- 3.1.e Production of 320 bronze reliefs for sidewalk ready for installation by ODOT contractor (Total of 720 feet, 360' each side)
- 3.1.f (*Alternate add-on)-Production of 24 bronze sculptures for bollards

3.2 Railing

- 3.2.a Final Design (student art translated to final design)
- 3.2.b CAD designs for fabricator
- 3.2.c Fabrication of brushed aluminum – 432' (72 quadrants of 5'11")
- 3.2.d Powder Coating (432') aluminum railing

3.3 Retaining Walls- Tile

- 3.3.a Final Design
- 3.3.b Art Direction and coordination with participating schools included in Task 2
- 3.3.c The final design may require a combination of tile sizes from 6" x 6", 12" x 12", 18" x 18" and could include mosaic so an exact number of tiles is not listed
- 3.3.d Materials and Supplies

- 3.3.d.1 Porcelain tiles (minimum of 3000 sq ft)
- 3.3.d.2 Grout, glazes, sealant, etc. supplies
- 3.3.d.3 Other materials necessary for tile work

3.3.e Tile Production

- 3.3.e.1 Repair and Maintenance of School Kilns
- 3.3.e.2 Firing tiles @ Wilsonville schools (3 kilns)
- 3.3.e.3 Firing tiles off-site
- 3.3.e.4 Transport tiles to off-site firing facility
- 3.3.e.5 Storage of tiles awaiting installation in conjunction with ODOT Wilsonville Road construction schedule

4.0 Installation

4.1 Sidewalk/Bollards

- 4.1.a Coordination with ODOT Contractor, provide installation procedures if necessary
- 4.1.b Oversight of installation of bronze art in sidewalk
- 4.1.c Oversight of installation of bronze art in bollards

4.2 Railing

- 4.2.a Coordination with ODOT contractor, provide installation procedures if necessary
- 4.2.b Oversight of installation of artistic railing by ODOT contractor

4.3 Retaining Walls- Tiles

- 4.3.a Oversight of tile installation
- 4.3.b Coordinate with ODOT contractor to ensure walls are ready for tile placement
- 4.3.c Installation of tiles on north side of Wilsonville Road in conjunction with ODOT timeline for completion
- 4.3.d Installation of tiles on south side of Wilsonville Road in conjunction with ODOT timeline for completion

5.0 Contingency – 7.5%

SUBCONSULTANTS

BCB Consulting, Inc proposes to use the following sub consultants for the work listed above:

1. **Studio Savant** - Technical Advisor; art direction, classroom training, translation of student art to final designs, production, and fabrication of railing, bronze art, and tiles. Management and oversight of fabricators, foundries, and tile production.
2. **TransWatch** - Communication/Facilitation/Liaison – School IGA’s, Individual School Plans (ISP’s) organization, coordination, and management of the school program; Internal and external communications, coordination with BCB team.

3. **Joan Carlson**- School Artist in Residence- on site school liaison providing in class room training, assistance with logistics, teacher and student involvement, production of art in classrooms; coordination with BCB team.
4. **Brosterhous Construction** - Construction Coordination/Installation of aesthetic treatments, coordination with City public works on maintenance plans for aesthetic elements
5. **Blue Spruce Consulting, Inc.**- Assistance with project schedules and reports

SCHEDULE

The proposed schedule to complete the Beauty and the Bridge school program, design, fabrication, production, and installation of aesthetic elements is 2 years October 2011 – October 2012 in coordination with the I-5 Wilsonville Road Interchange construction project. ODOT bid opening October 2010 and scheduled completion date for the I-5 Interchange project is December 2012.

BCB Consulting, Inc. will make every attempt to complete the school public art program and production of the art components over the next year October, 2010 – October 2011, installation tasks will be coordinated with the ODOT contractor's timeline and all tasks will be completed by October 2012.

(EXHIBIT "C")

PROPOSED FEE BUDGET

Beauty and the Bridge

Bicycle and Pedestrian Enhancement Project

Task 1.0 Project Management, Technical, and Architectural Services

Task 1.1-1.5 Project Administration, Technical, Oversight	\$ 69,000
Task 1.6 -1.11 Sub Consultant Contract Management	\$ 89,250

Task 2.0 West Linn/Wilsonville School District Public Art Program

Task 2.1-2.2 Communication and School ISP's	\$ 87,945
Task 2.3-2.5 Technical Advisor, School Artist in Residence	\$ 106,210

Task 3.0 Design, Fabrication, and Production of Aesthetic Treatments.

<u>Task 3.1 Sidewalk</u>	\$110,550
<u>Task 3.2 Railing</u>	\$112,920
<u>Task 3.3 Tiles</u>	\$221,125
<u>Task 4.0 Installation</u>	\$128,000
Project Total less contingency	<u>\$925,000</u>

<u>Task 5.0 Contingency 7.5%</u>	\$75,000
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TOTAL ESTIMATED BUDGET FOR SERVICES.....\$1,000,000

TOTAL ESTIMATED BUDGET FOR SERVICES \$800,000