

RESOLUTION NO. 2843

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ANGELO PLANNING GROUP, INC. FOR THE MIDDLE HOUSING IN WILSONVILLE PROJECT.

WHEREAS, during the 2019 legislative session the Oregon Legislature passed and Governor Brown signed into law House Bill 2001 concerning middle housing; and

WHEREAS, House Bill 2001 requires the City of Wilsonville to take certain actions to audit and potentially change the City's Comprehensive Plan, Development Code, and Legislative Master Plans; and

WHEREAS, the City needs to understand the potential impact on the City's infrastructure as a result of implementing the state requirements; and

WHEREAS, the City desires to update its policies to comply with House Bill 2001 that consider Wilsonville's unique context rather than default to the state model codes that would otherwise apply; and

WHEREAS, the City has undertaken the Middle Housing in Wilsonville Project ("the Project") to determine how Wilsonville should best comply with House Bill 2001; and

WHEREAS, the Project also supports the City's Equitable Housing Strategic Plan and lays the foundation for the upcoming Frog Pond East and South master planning process; and

WHEREAS, during their November 4, 2019 meeting the City Council gave support, via Resolution No. 2771, to pursuing a grant from the State for the Project; and

WHEREAS, the State subsequently awarded the City \$95,000 to support the Project; and

WHEREAS, the City's Fiscal Year 2020-2021 Budget included additional funds for the Planning Division to ensure the completion of House Bill 2001 compliance related work; and

WHEREAS, in July, with funding in place, the City issued a Request for Proposals (RFP) for professional services to support the Project; and

WHEREAS, the Request for Proposals duly followed the State of Oregon Public Contracting Rules and City of Wilsonville Municipal Code; and

WHEREAS, the City received four (4) separate proposals from qualified consultant teams to assist the City with the Project; and

WHEREAS, Angelo Planning Group, Inc. submitted a proposal for the Project, which was subsequently evaluated as the most qualified proposal, considering quality, cost, qualifications, and experience.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Angelo Planning Group, Inc. submitted the most qualified proposal.

Section 2. The City of Wilsonville City Council acting as the Local Contract Review Board authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a contract with Angelo Planning Group, Inc. for a stated value of \$125,000 which must be substantially similar to Exhibit A attached hereto and incorporated herein.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Tim Knapp
C2B000933049461...

TIM KNAPP, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE102789490...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

EXHIBITS:

- A. Professional Services Agreement between the City of Wilsonville and Angelo Planning Group, Inc., Middle Housing in Wilsonville

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Middle Housing in Wilsonville Project (“Project”) is made and entered into on this ____ day of _____ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Angelo Planning Group, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the planning/consulting services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2021, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under

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Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$124,723), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

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

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licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Rights and Responsibilities

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

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2020-21. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 14**.

Section 6. City's Project Manager

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

Section 7. Consultant's Project Manager

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

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A** or **Section 10** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in

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writing to such subcontracting. The City hereby agrees that Consultant will contract with SERA Architects to provide its design standards and code graphics services and ECONorthwest to provide its financial feasibility services. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 10. Consultant Is Independent Contractor

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

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

10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the

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City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

Section 11. Consultant Responsibilities

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

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

11.4. COVID-19 Safety Measures. Consultant must have a written policy in place to comply with all applicable local, state, and federal laws, regulations, and executive orders related to the COVID-19 coronavirus outbreak to ensure the protection of Consultant's employees and/or subconsultants, City employees, and the public. Consultant must provide its written policy to the City Project Manager at the commencement of the Project. In the event that Consultant is required to stop or delay work due to a COVID-19 related event, Consultant shall not be entitled to any additional payment, remobilization costs, or delay damages.

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or

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reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

12.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 13. Insurance

13.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

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

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Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

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

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

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

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

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hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

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

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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14.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination,

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excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 19. Notices

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

To City: City of Wilsonville
 Attn: Daniel Pauly, Planning Manager
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Angelo Planning Group, Inc.
 Attn: Joe Dills
 921 SW Washington Street, Suite 468
 Portland, OR 97205

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

ANGELO PLANNING GROUP, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

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Exhibit A

SCOPE OF WORK

Task 1: Audit and Updates to Comprehensive Plan, Development Code, and Master Plans

Deliverable 1.1: Memorandum providing feedback and suggestions and refinements to draft audit and policy and code changes prepared by City staff

City staff will do an initial audit and draft code update of the Comprehensive Plan and Development Code with the product being an annotated Comprehensive Plan and Development Code in MS Word format. The annotated documents will include (1) highlighted areas of concern/needed attention (2) questions needing to be answered in the process (3) certain draft plan language/code updates. Consultant will review the staff's annotated version of the City's Comprehensive Plan and Development Code. The review will include assisting to answer outstanding questions, offering feedback on plan and code updates drafted by staff, and raising additional questions/concerns about current Comprehensive Plan and Development Code text. The final product from Consultant will be a memorandum. Consultant will produce a draft memorandum and meet with City staff to discuss. Following which Consultant will update and produce a final memorandum. City staff and Consultant will share the preliminary work with the Planning Commission during a mid-November work session.

Building from the City's audit, Consultant will lead a kick-off meeting and two work sessions with City staff to discuss key issues and identify plan and code amendment concepts. City will tour potential middle housing opportunity areas and make extensive use of imagery to "ground-truth" the needs and ideas, integrating those images into the memorandum. The City suggests several evaluation "lenses" for this work, all three of which will be incorporated into the memorandum in an annotation format: (1) compliance with HB 2001 and the emerging administrative rules; (2) likelihood of use by developers/property owners resulting in actual on-the-ground change; and (3) potential benefits to communities of color.

Consultant deliverables:

- a. Kick-off meeting
- b. Review City audit and initial updates
- c. Tour (bike or car) potential middle housing areas
- d. Work session with City
- e. Prepare draft code audit memo V1
- f. Work session with City
- g. Prepare V2 memo
- h. Prepare PPT for PC, PC work session
- i. Prepare V3 memo.

Deliverable 1.2: Memorandum on specific modifications to legislative master plans

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Similar to the Development Code and Comprehensive Plan, City staff will do an initial audit and draft updates to legislative master plans, particularly Frog Pond West Master Plan, and produce an annotated version for Consultant to review. Consultant will review an annotated version. The review will include assisting to answer outstanding questions, offering feedback on plan and code updates drafted by staff, and raising additional questions/concerns about current master plans. The final product will be a memorandum. Consultant will produce a draft memorandum and meet with City staff to discuss, following which Consultant will update and produce a final memorandum. City staff and Consultant will share the preliminary work with the Planning Commission during a January work session.

Consultant will utilize the same methods described above for presenting this information in the memo: collaborative work sessions; use of imagery; and evaluation lenses. For Frog Pond, a key question will be: Will increasing the range of housing types also change the adopted minimum and maximum densities in the Frog Pond West subdistricts? Also, how will master plan amendments apply to already approved and built projects in Villebois and Frog Pond? The City will initiate contact with developers and key property owners during this task, to create involvement and awareness of the ideas coming forward to the Planning Commission work session. Consultant will provide talking points for the developer/owner outreach by the City.

Consultant deliverables:

- a. Review City audit and initial updates
- b. Work session with City
- c. Prepare draft Master Plan update memo V1
- d. Work session with City
- e. Prepare V2 memo
- f. Prepare PPT for PC, PC work session
- g. Prepare V3 memo.

Deliverable 1.3: Final Comprehensive Plan, Development Code, and master plan amendments for hearings

Following substantial completion of Tasks 1.1 and 1.2, Consultant will lead the effort to prepare final Comprehensive Plan, Development Code, and Master Plan Amendments for hearing. Task 1.3 will begin with outreach. Consultant will use a variety of methods to reach out to stakeholders to get meaningful feedback on the proposed updates. The methods will be determined by consultation between Consultant and city staff but are generally scoped as described below. Consultant will, as needed, coordinate with DLCD on compliance questions and the approaches Wilsonville's updates are taking. With the familiarity gained during the initial audit and code updates, Consultant will incorporate feedback into a final draft of the updates. Consultant will be in frequent communication with the City's project managers to keep them informed of feedback and additional proposed changes. City staff will review the final draft. The final draft copy will also go to the Planning Commission over two work sessions, and the City Council in one work session. Consultant will attend, present, and participate in the work sessions. Once all feedback on the final draft is received, Consultant will prepare a final "hearing ready" electronic copy of all updates.

To organize the outreach, Consultant will prepare a concise Outreach Plan that is coordinated with the Community Partner outreach process (coordination led by City). The outreach materials should be user-

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friendly and focused on intended outcomes, and, include the memoranda from Deliverables 1.1 and 1.2 with code standards described as needed. Initial ideas for public information and outreach include: project fact sheets, FAQs, Boones Ferry Messenger articles, stakeholder meetings with key parties, and coordination with DLCD and Metro. For code drafting, there will be collaborative work sessions with City staff, three successive drafts, and City legal review throughout the process. The final hearings drafts will be in redline-strikeout format, similar to the Ordinance 841 residential zone amendments adopted in May 2020.

Consultant deliverables:

- a. Outreach plan
- b. Fact sheet and FAQs
- c. Stakeholder meetings (5)
- d. Work sessions (2) to incorporate outreach feedback into memo recommendations
- e. Draft plan, code, and master plan updates V1
- f. Work sessions with City (2)
- g. Draft plan, code and master plan updates V2
- h. Prepare PPTs for PC-CC meetings
- i. Planning Commission work sessions (2)
- j. City Council work session
- k. Draft plan, code, and master plan updates V3
- l. Hearings ready draft plan, code, and master plan updates

Task 2: Siting and Design Standards*Deliverable 2.1 Review Scope of Work*

Consultant will begin the siting and design standards by thoroughly reviewing the Scope of Work including all the interim products and integration of input from the public. City staff will provide necessary information, but Consultant must request any additional information and clarifications they need on the details of the scope of Task 2. No formal deliverables are required as part of the review of the Scope of Work.

Consultant will thoroughly review the scope of work, interim products, and public input received prior to the start of Task 2. The City will prepare a list of questions/issues and lead a meeting to ensure that all parties are clear on process, deliverables, and expectations.

Consultant deliverables:

- a. Review scope (no deliverable)
- b. Team meeting with City.

Deliverable 2.2: Background Research, Including Review State Model Code and Minimum Compliance Rulemaking

Consultant will research and become familiar with:

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- (1) Residential siting and design standards currently used in Wilsonville including general lot coverage and setback requirements, general parking requirements, other general requirements, Old Town Single-Family Design Standards, Villebois Pattern Books and other design requirements, and Residential Neighborhood (RN) Zone design standards. City staff will provide electronic access to all these documents.
- (2) The City's Equitable Housing Strategic Plan adopted in June 2020.
- (3) The conditions of Metro's 2018 urban growth boundary decision applicable to the Frog Pond area and Wilsonville in general to gain an understanding of how the current project might inform master planning of this area planned to occur later in 2021 and 2022.
- (4) Siting and design standards in the state model code and state minimum compliance requirements related to siting and design.
- (5) Industry best practices related to residential siting and design.
- (6) Existing published materials related to the impact on different siting and design standards on historically marginalized communities of color.

Items (1) through (3) will be provided in electronic form by the City. Consultant will provide a brief memorandum summarizing background research.

Consultant will review siting and design standards currently adopted in Wilsonville (focusing on Frog Pond West, but also others identified above), Wilsonville's Equitable Housing Strategic Plan, and the applicable stipulations from Metro's 2018 UGB decision. This task will allow the team to not only get up to speed on Wilsonville's current standards and plans, but also to view them in terms of emerging best practices for middle housing regionally and across the nation. Consultant's team already has extensive knowledge in these areas from our work on the State's Middle Housing Model Code. Consultant will supplement this knowledge with additional case study work on best practices—focusing particularly on the degree to which siting and design standards can impact historically-marginalized communities. This work will be summarized in a memorandum that describes best practices, which we will review with City staff prior to finalizing.

Consultant deliverables:

- a. Review existing standards, plans, and decisions
- b. Research best practices
- c. Prepare draft memo V1
- d. Work session with staff
- e. Prepare memo V2

Deliverable 2.3: Concepts for Siting and Design Standards

Based on background research and Consultant's professional training and experience Consultant will develop different concepts for siting and design standards that address all of the following housing types: single-family units, single-family units with ADU's, duplexes, triplexes, quadplexes, row houses, and cottage clusters, with a focus on middle housing. The concept standards will provide options and highlight key decisions that need to be made. The concept standards are intended to be a starting place for the conversation about siting and design standards. A focus of the concept standards should

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be illustrating key issues for community discussion. All concepts should be feasible under state minimal compliance requirements as well as financially feasible to construct. Consultant should rely on work done as part of state rulemaking or the Consultant's professional analysis to determine feasibility (see below). City staff will provide guidance on the types of standards to address, which City staff anticipates to include: building bulk, building location on sites, architectural design, as well as parking amount, type, and location.

Consultant will prepare Housing Typology Cutsheets for 7 to 10 middle housing typologies or variations, including small lot single family, single family with ADU, duplex, triplex, quadplex, townhouse, and cottage clusters—with additional variants to be determined with staff during a work session at the start of this task. Each typology will include a range of applicable site and development standards based on the Model Code and other best practices and will be grounded in the context of Wilsonville. They will also be tested for market feasibility as noted below. We also recommend a City-led check-in with DLCD to ensure consistency with State rulemaking. We will then finalize the Cutsheets with a cover memorandum, which summarizes key concepts, options and decisions that need to be made.

Consultant (led by ECONorthwest) will evaluate impacts on development cost and financial feasibility as follows:

- Provide a qualitative review of code concepts for feasibility considerations. Consultant will do this through project team calls and review and comment on draft code concepts in Task 1 and 2 to flag potential concerns or trade-offs that could affect feasibility. This will help inform code concepts early on and will identify where feasibility work from State rule-making process is instructive.
- Conduct targeted research or sensitivity analysis of the impact of one or two specific code concepts, leveraging recent middle housing feasibility analysis where possible, and report out key findings in a brief memo. Cost estimates, as needed, will be sourced from published sources and previous work by ECO and SERA. The team will discuss the need for this analysis in one of the Task 2 team meetings and make the determine regarding whether/how to proceed.

Consultant deliverables:

- a. Prepare Housing Typology Cutsheet template
- b. Directional work session with City staff
- c. Prepare draft Cutsheets V1
- d. Review session with City staff
- e. Feasibility testing: (1) qualitative review comments; and if directed, (2) feasibility analysis memo
- f. Check-in with DLCD (City-led)
- g. Prepare Cutsheets V2 with cover memorandum

Deliverable 2.4: Site studies and Architectural Renderings for Visualization of Key Concept Standards

Consultant will work with City staff to identify key concept siting and design standards to reflect in site studies and architectural rendering for use in public outreach. Consultant will then produce the

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site studies and renderings. Staff anticipates approximately seven site studies and twelve architectural renderings, but exact number will be determined upon further discussion between Consultant and City staff.

Consultant will prepare up to seven (7) plan view/simple axon and up to twelve (12) perspective site and design standards drafted in 2.3 above. Consultant will first coordinate with staff on which standards to illustrate—seeking to visualize more complicated standards and, where appropriate, to show multiple standards per illustration. Consultant also proposes a work session with City staff to review draft site studies and graphics—to ensure that expectations are being met— prior to finalizing them. These graphics will be modelled to allow use as both exploratory and outreach illustrations in Task 2.4 and 2.5 and be adaptable to adoption-ready code illustrations in task 2.6. Consultant will work with the City to identify which of this task’s graphics we anticipate being a future code graphic.

Consultant deliverables:

- a. Initial work session with City staff
- b. Prepare Site Studies and Renderings V1
- c. Review session with City staff
- d. Prepare Site Studies and Renderings V2

Deliverable 2.5: Siting and Design Standards Outreach and Incorporation into Standards

Consultant will lead specific outreach regarding siting and design. The consultant-led outreach will include, among outreach to other stakeholders and community members, targeted outreach to historically marginalized communities of color and the Consultant will need to offer expertise and best practices in this area. In addition, the Consultant will coordinate the integration of feedback from a community- partner-led outreach effort to historically underrepresented communities of color. This community-partner led outreach has a focus on the Latino community due to the forecasted growth of this group as part of Wilsonville’s population. This specific outreach is funded separately through a Metro grant, and will be led by a community partner, but relies upon products produced by the Middle Housing consultant, which will need to ensure the feedback from the outreach has a real and noticeable impact on the final siting and design standards. During the same time period Consultant will assist city staff with gathering feedback from the Planning Commission and City Council during work sessions.

To gather input from a cross-section of the community, Consultant will lead up to five (5) outreach meetings to gather feedback on the siting and design standards. Consultant recommends that one of these meetings be an online open house and that four be targeted at specific stakeholder groups, including developers, property owners, and potentially homeowners/neighborhood associations. Consultant also recognizes the importance of engaging historically marginalized communities of color, and it will coordinate with the City’s Community Partner to ensure that they have the right materials and support to lead and conduct this outreach. Based on our Housing Typology Cutsheets and illustrations from Task 2.4 above, all of our outreach material—in both English and Spanish—will be highly graphic and

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designed to facilitate understanding and feedback from a broad range of stakeholders through in-person or online polls or surveys using the City's Let's Talk Wilsonville platform. As Consultant gathers input from these various efforts, it will meet up to three (3) times with City staff to process feedback and determine how to incorporate it into revised versions of the standards. Consultant will also conduct work sessions with both the Planning Commission and City Council.

Consultant deliverables:

- a. Prepare outreach materials (Spanish translation by City or Community Partner)
- b. Conduct up to five (5) outreach meetings
- c. Coordinate with Community Partner
- d. Facilitate up to three (3) work sessions with City staff to incorporate feedback
- e. Update Siting and Design Standards
- f. Conduct work sessions with Planning Commission (2) and City Council

Deliverable 2.6: Hearings Ready Siting and Design Standards

Consultant will take community feedback to create final preferred siting and design standards. The format will be such as to be incorporated into the City's development code. The standards are anticipated to primarily be part of the main text of the Development Code, including illustrations, but may include a design standards book if City and Consultant agree to that deliverable. All final materials will be produced in an electronic format.

Consultant will finalize the intended code graphics from Deliverables 2.4 and 2.5 into the set of proposed siting and design standards for the development code.

Consultant deliverables:

- a. Prepare hearings ready siting and design standards V1
- b. Work session with City
- c. Prepare hearings ready siting and design standards, V2 and V3-final **Task 3 Adoption**

Deliverable 3.1: Regulatory Findings

Consultant will write Plan and Code amendment compliance findings (local, regional, and state) to accompany the hearings ready Comprehensive Plan, Development Code, and legislative master plan updates and siting and design standards. A draft will be shared with City staff for their feedback. Following city feedback, Consultant will provide a final version. Note: transportation analysis is not a part of this project. If "significant affect" findings are required per the Transportation Planning Rule, the City and Consultant will agree on scope and budget implications before proceeding.

Consultant deliverables:

- a. Prepare findings template
- b. Prepare findings V1

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- c. Prepare findings V2 and V3-final

Deliverables 3.2 Public Hearings/Final Adopted Versions of Documents

Consultant will provide presentations and expert support during the public hearing process at Planning Commission and City Council. Consultant will make one round of updates to Hearings Ready documents based on the public hearings and will produce final versions of all documents in a digital format for publication and use.

Consultant deliverables:

- a. Prepare draft presentation
- b. Work session with staff
- c. Planning Commission hearing
- d. City Council hearing
- e. Final Plan, Master Plan, and Code amendments (red line and clean) in digital format

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EXHIBIT B



Angelo Planning Group, Inc.

Fee Schedule

December 1, 2019 – November 30, 2020

Hourly Rates:

Staff	Title	Rate
Frank Angelo	Principal	\$222.00
Cathy Corliss	Principal	\$190.00
Darci Rudzinski	Principal	\$172.00
Joe Dills	Senior Project Manager	\$225.00
Matt Hastie	Project Manager	\$181.00
Shayna Rehberg	Senior Planner	\$114.00
Andrew Parish	Senior Planner	\$110.00
Clinton Doxsee	Planner	\$105.00
Kate Rogers	Planner	\$101.00
Kyra Schneider	Planner	\$90.00
Emma Porricolo	Assistant Planner	\$85.00
Courtney Simms	Assistant Planner	\$85.00
Sue Miller	Project Coordinator	\$103.00

Reimbursable Expenses:

Mileage	\$0.57.5/mile
Black & White Copies	\$0.10/copy
Color Copies	\$0.50/copy
Outside Printing	At Cost