



REQUEST FOR PROPOSALS PLANNING SERVICES

SMART Transit Master Plan Update

Advertisement Date: February 2, 2022

Address Proposals to:

City of Wilsonville SMART

Attn: Kelsey Lewis

29799 SW Town Center Loop East

Wilsonville, OR 97070

Proposals due: Tuesday, March 1, 2022, at 2:00 PM, Pacific Time

Proposals must be plainly marked as follows: "Request for Proposals – SMART Transit Master Plan," and sent to the attention of Kelsey Lewis, Grants & Programs Manager. Include the name and address of the Proposer. Proposers must submit five (5) sets of the Proposal and one (1) electronic copy on a USB drive. Proposers may instead electronically mail Proposals to kewis@ridesmart.com, including all the above information. Faxed Proposals will not be accepted. The City of Wilsonville reserves the right to reject any or all Proposals.

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Request for Proposals

The City of Wilsonville’s South Metro Area Regional Transit (“SMART”) is requesting Proposals in order to select a qualified consultant to provide professional services for the SMART Transit Master Plan Update (“Project”). Consultants are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project is expected to exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project does does not involve federal funds.

1. Project Description

SMART is seeking a consultant to update the current 2017 Transit Master Plan for new conditions; particularly to address new grant funding opportunities, technologies, and additional planning areas. This update will reflect projects in a three-to-five year planning period. This update should consider all services (fixed route, Dial-a-Ride, transportation options programs, etc.). The update may consider the following questions and topics:

- What does transit in Wilsonville look like in the future?
- How can SMART connect with other communities in the region?
- Microtransit
- Vanpools
- New and enhanced service opportunities
- Additional planning areas: Basalt Creek, Coffee Creek, Frog Pond
- City limit expansion causing service expansion
- Fleet electrification
- New technology
- Transit Oriented Development at transit center
- Safety improvements
- Administration building updates
- Security
- General Transit Feed Specification (GTFS) data
- Customer amenities (alternate shelter styles, accessible e-readers, etc.)
- Elderly and disabled service model
- WES agreement expiration in 2026
- Autonomous vehicles
- Additional transit or transfer centers in northern location of the city
- Operating given COVID-19 protocols (staffing, recruitment, etc.)

Operated by the City of Wilsonville, SMART maintains a fleet of over 30 vehicles ranging from 40 foot buses to minivans and a trolley-bus. SMART also operates Dial-a-Ride, which provides door-to-door service within Wilsonville and medical transport services to Portland and other nearby cities for the elderly and disabled. SMART services are free within Wilsonville, but

intercity service to Salem charges a fee. Funding for SMART is provided primarily by local businesses and grants.

In addition to bus routes and Dial-a-Ride, SMART manages the SMART Options Program which promotes alternatives to driving alone, such as riding transit, walking, bicycling and ridesharing. Environmental interests have long been a major consideration in SMART's planning and decision making. SMART began transitioning its vehicle fleet to alternatively fueled vehicles in 2011, with a CNG (Compressed Natural Gas) pilot project consisting of two shuttle buses. With the ongoing support of the Wilsonville City Council, the move to eliminate diesel and gasoline buses from SMART's fleet has continued at a steady pace, with the goal of being 100% alternatively fueled by 2028 well within reach. As of 2021, alternatively fueled vehicles make up 44% of SMART's fleet.

2. Scope of Work

The following is a general scope of work for the update of the SMART Transit Master Plan. Proposers will provide a proposed scope of work that will encompass the general tasks provided below, but with more detail and explanation of how each task will be performed. SMART reserves the right to negotiate the final scope of work that will be attached to the Professional Services Agreement.

Term of Service

The contract resulting from this RFP shall have an anticipated date of final completion on May 1, 2023.

Task 1 – Project Management and Coordination

The consultant will be required to manage the study and coordinate with any sub-consultants, as well as bear responsibility for all documentation and equipment needs. The consultant will identify a project lead from their team to act as the direct point of contact for SMART's project manager.

The consultant should expect at a minimum bi-weekly progress meetings with SMART's project manager and once monthly update meetings with SMART staff. The consultant shall prepare an agenda for such monthly meetings, which should be disseminated to staff at least three business days before the meeting. Bi-weekly progress meetings may occur by phone or video conference. Monthly update meetings may consist of video conferences.

Additionally, the consultant should expect to prepare monthly progress reports, documentation of any and all expenses, and prepare and submit invoices on a monthly basis.

When submitting progress reports, the consultant will be required to outline the following:

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

Task 2 – Community Engagement

2. A. Community Engagement Plan

The consultant will develop and implement a community engagement plan, in collaboration with SMART staff, to support project tasks and goals. This effort should particularly focus on transit dependent populations, current ridership, potential riders, and historically underserved communities, including low-income communities, veterans, Tribal communities or groups, racial and ethnic minorities, people with disabilities, and people with limited English proficiency. Broad-based community engagement is considered critical to the success of this plan. The consultant should identify stakeholders, and other coordinating agencies that should be party to the planning process.

The consultant should propose engagement methods they think would be most successful in the planning effort to solicit direct participation from the above groups. The consultant will facilitate all community engagement activities, and should propose the number, type, and strategy for each community engagement effort.

Public engagement activities should achieve one or more of the following outcomes 1) provide SMART with actionable information to use in shaping the Plan, 2) help develop awareness about SMART services, 3) provide meaningful opportunity for community members to influence the development of the plan. The selected consultant will be asked to create a detailed community engagement and communications plan at the beginning of the project that the SMART project manager will review and provide feedback/approval on.

SMART promotes active public engagement, where engagement events are conducted out in the community where gatherings are already taking place. Feedback at these events is to be solicited through activities that are easily approachable and fun for the participant. Providing information to SMART for posting on websites and social media will be required. New and innovative public engagement solutions are highly encouraged. The consultant will be responsible for fully developing each round of public engagement before it is proposed to SMART's project manager. Scheduling and development should occur well in advance of the proposed engagement event.

All public engagement strategies and activities should take into consideration public health and safety in light of the ongoing COVID-19 pandemic and guidance from public health agencies.

2. B. Presentations

The consultant is responsible for a minimum of four (4) presentations. Of the four presentations, and upon direction by SMART, the consultant may be responsible for a minimum of two (2) personal appearances before the City Council (mid-project & final approval). The consultant should specifically detail all presentations proposed throughout the planning process within the project proposal.

2. C. Survey

The consultant will submit an approach to surveying existing and potential riders, as well as other stakeholders including the business community. The approach will detail the potential content of the survey, how the survey would be disseminated, the analytic capability of the consulting firm, and an approach on how the consultant will use the information to develop the Transit Master Plan. This approach should include interactive elements, such as maps, that the consultant can bring to bear in order to increase the public's ease of response and to allow for more precise input.

Task 3 – Data Collection and Analysis of Existing Conditions

The consultant will gather and analyze existing conditions relative to fixed route and Dial-a-Ride transit service provided by SMART. This should include (but is not limited to): transit safety performance measures, asset inventory, fleet, facilities, any other capital assets (including technology), current routes, timetables, and hours of operation, fare structure, ridership, staffing levels, evaluation of deviated fixed-route services, and existing plans, goals, budgets, and mission statements.

Task 4 – Goals, Priorities, and Performance Measures

The consultant shall lead a goal making exercise that sets the stage for how system improvements are considered and implemented over the course of the next three to five years. This exercise should include developing policies that directly relate to addressing issues, meeting needs, and filling gaps. These goals should directly relate to comments cultivated during Task 2: Community Engagement. This should also include a prioritization of goals and policies that will lead decision making.

The consultant should also evaluate current policies for their effectiveness. The consultant should report on existing performance measures, and work with SMART on ways to develop, track, and report internal performance measures. This may include the development of tools to aid SMART staff in these efforts. This task should culminate in a cohesive mission statement, vision, and goals for SMART.

Task 5: Future System Needs

The consultant will address the needs, issues, and gaps in system service by proposing alterations to transit service by employing methods, such as:

- Modifying routes
- Mobility services that should reside under the SMART umbrella
- Implementing new service concepts
- Integrating technology
- Or any by any other prescription

The consultant will also identify capital needs, such as:

- Fleet electrification
- Vehicle size
- Facility capacity improvements
- Bus stop and shelter replacement

- Park and Ride facilities
- Security
- New technologies

These proposed projects should be related to results of Task 4: Goals, Policies, Priorities, & Performance Measures. Each recommendation should detail cost, as well as impacts to staffing, facilities, fleet, riders, and any effect on operations in general. It is critical to identify impacts of service expansions beyond service improvement as part this planning process.

Task 6: Draft Plan & Executive Summary

The consultant will deliver a draft SMART Transit Master Plan to the project team at least one (1) month before the approval process is set to begin in order for staff to provide comment on its contents. The consultant will then develop a final Plan to be brought forward for adoption by the Planning Commission and City Council. This final Plan will include all elements as listed above as well as appendices detailing technical elements that cannot fit into the formal plan, details of each public engagement efforts, and comments received throughout the planning process.

Upon completion of the final plan, the consultant will develop an executive summary which relays all pertinent information in an easy-to-follow format. The summary should be concise and highly visual, highlighting all major recommendations of the plan, including brief summaries relating to existing conditions, issues identification, community engagement, plan development, and implementation strategies.

Task 7: Final Deliverables

The consultant will prepare a full draft of the transportation plan for review and comment by SMART. This draft is to be provided as an electronic PDF. Comments received from SMART will be incorporated in the final draft of the plan for public review.

Upon final completion, the consultant will be responsible for providing ten (10) bound hard copies and a reproducible original of the study in PDF format. All meeting summaries and technical analyses will be included in the appendix of the study.

The consultant is expected to provide SMART with all data and plan products, including GIS shapefiles, Adobe InDesign files, if required, as well as a high resolution document PDF format for printing.

Note: The above scope of work should act as a guide in preparing the proposal. The consultant should add any elements it deems necessary to complete the intent of the planning effort. Upon award, the consultant and SMART will negotiate the final scope of work elements.

3. Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted

Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be typewritten with a standard body text font (e.g. Calibri, Times New Roman, Garamond) of at least 12-point. Hard copy proposals shall be preferably double-sided and stapled once or bound in the upper left-hand corner. SMART requests that submittal materials contain post-consumer recycled content and are readily recyclable. SMART discourages the use of materials that cannot be readily recycled, such as PVC binders, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed 30 total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the SMART's Project Manager and include the name of the firm, as well as the printed name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Addenda No. ___ through ___. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

"The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due."

“All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of SMART, without restriction or limitation of future use.”

Project Understanding

Proposals shall demonstrate the consultant’s understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, and identification of key stakeholders, based on the information provided in the RFP.

Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe Proposer’s approach and methodology for preparing project cost estimates, including the services being solicited by the RFP.
3. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
4. Describe Proposer’s approach to complete the tasks and activities of this RFP in a timely manner and control costs.
5. Describe Proposer’s approach to unanticipated issues that may arise during the Project.
6. Describe Proposer’s quality assurance and quality control procedures to be implemented on this Project.
7. Describe Proposer’s approach and abilities to interact and engage stakeholders.
8. Identify and describe the deliverables that will result from each task and activity.
9. Identify key points of input and review with SMART staff.

Proposer’s Experience and References

Proposals shall provide a brief work history of consultant’s and any key sub-consultant’s projects entailing the same type of work being requested. Emphasis should be placed on local projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant’s and key sub-consultant’s firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant and key sub-consultants’ work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last five (5) years that best characterize Proposer’s experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.

- Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
- Identify what role, if any, each team member who is proposed for this Project (see Project Team Experience, below) played in each listed project.
- Identify original and final contract costs for each listed project. Explain any cost overruns and corrective actions taken.

Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, key staff, and any sub-consultants or subcontractors to be assigned to each task and activity of the RFP.
2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, to be assigned to this Project.
3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

Project Cost

Proposals shall include the hourly fee for professional services, a breakdown of costs by task and total project cost.

Project Schedule

Proposals shall include a proposed Project schedule identifying the duration and completion date of all tasks and milestones. The schedule should reflect the anticipated final completion date stated in the Scope of Work. If the schedule extends beyond the final completion date, the Proposal should include an explanation as to why the work cannot be completed within the proposed timeframe stated in the Scope of Work.

Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged.

4. Proposal Submission

Proposers shall submit five (5) copies of their written Proposals and one (1) electronic copy on a USB drive, sealed in an opaque envelope, plainly marked “Request for Proposals – SMART Transit Master Plan Update,” and include the name and address of the Proposer. Proposals shall be addressed and submitted to the following location by **2:00 p.m., Pacific Time, on Tuesday, March 1, 2022.**

City of Wilsonville
Attn: Kelsey Lewis
29799 SW Town Center Loop East
Wilsonville, OR 97070

Alternatively, proposals may be submitted via electronic mail to klewis@ridesmart.com. Proposals must be in .PDF format. It is strongly recommended that proposers follow up with the SMART point of contact to confirm receipt.

Proposals must arrive on or before the listed time and date due. Proposals sent to other locations or email addresses will not be considered. Late Proposals and faxed Proposals will not be accepted.

5. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP. At any point during the evaluation process, SMART is permitted to seek clarification of any Proposal.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

EVALUATION CRITERIA

Criteria	Maximum Score
Introductory Letter	Required
Project Understanding	10
Project Approach	20
Proposer’s Experience & References	20
Project Team Experience	40
Cost	10
Project Schedule	Required
Total	100 Points

In addition to the above weighted scoring criteria, feedback from provided references will also be considered and may be determinative in the selection process. References will not be scored but will be considered and may be a deciding factor.

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

SMART reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the SMART deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, SMART will issue a Notice of Intent to Award letter notifying all Proposers of SMART's selection of a Successful Proposer and protest procedures.

SMART reserves the right to negotiate a final contract that is in the best interest of SMART. With regards to the Professional Services Agreement, SMART will only negotiate those provisions that were noted as Exceptions in the Proposal. SMART will attempt to reach a final agreement with the Successful Proposer. SMART may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. SMART may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, SMART may at any time elect to reject all Proposals and begin the RFP process over.

After SMART has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the Wilsonville City Council, for contracts over \$100,000. The Wilsonville City Council will then make the final contract award decision.

Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to SMART in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of Wilsonville SMART
Attn: Kelsey Lewis

29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

klewis@ridesmart.com

Award protests shall include “SMART Transit Master Plan Update – Award Protest” in the subject line or written on the front of the envelope. The written protest must be received by SMART no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. SMART will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. SMART will promptly issue a written decision on the protest to the Proposer who submitted the protest. If SMART’s written decision on the protest results in a change to the RFP, SMART shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. SMART’s decision regarding the protest is final and concludes the administrative appeals process.

6. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change as additional time is needed.

Advertise Request for Proposals	2/2/22
RFP Question or Change Request Submission Deadline	2/22/22, 5:00 p.m.
Addenda Issuance Deadline	2/24/22
Proposals Due	3/1/22, 2:00 p.m.
Evaluation of Proposals Complete	3/10/22
Interviews Scheduled (<i>if required</i>)	3/11-3/17/22
Notice of Intent to Award	3/18/22
Award Protest Deadline	3/25/22, 5:00 p.m.
City Council Award	4/4/22, 7:00 p.m.
Notice of Award	4/5/22
Project Complete	5/1/23

7. Project Manager

SMART's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Kelsey Lewis
Grants & Programs Manager
SMART

Contact at:
503-682-4523
klewis@ridesmart.com

8. RFP Questions

Proposers shall direct all questions regarding RFP documents in writing or by email to:

City of Wilsonville SMART
Attn: Kelsey Lewis
29799 SW Town Center Loop East
Wilsonville, OR 97070

OR

klewis@ridesmart.com

All questions shall include "SMART Transit Master Plan Update – RFP Questions" in the subject line or written on the front of the envelope and be submitted in writing by **5:00 p.m., Pacific Time, on Tuesday, 2/22/22**. Questions and answers will be provided by email to all firms on the RFP holders list.

Access to SMART's Project Manager for communication will be unrestricted during the RFP preparation period up until **5:00 p.m., Pacific Time, on Tuesday, 2/22/22**. During this time, Proposers are encouraged to ask as many questions as needed to prepare a viable Proposal. Questions submitted after that time will not be addressed.

For the sake of fairness, Proposers are not to contact any City staff or official other than the Project Manager concerning this RFP. Contact with any other City staff or official concerning this RFP will be grounds for disqualification.

Proposers are hereby notified that verbal communication may not be relied upon as official communication concerning this RFP. Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

9. General RFP Information

Changes to the RFP Solicitation by Addenda

SMART reserves the right to make changes to the RFP by written addendum, which shall be published on the City of Wilsonville/SMART's website RFP page at www.ci.wilsonville.or.us/rfps.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than **February 24, 2022** except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of SMART and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

SMART will make available to any person requesting information through the City of Wilsonville/SMART’s processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

SMART accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, SMART will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer’s sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

SMART reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of SMART. In no event shall SMART have any liability for the cancellation of a contract award.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of SMART shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the SMART's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by SMART for contract award. If SMART does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and SMART may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by SMART has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated, and will not discriminate, against minorities,

women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and SMART is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and SMART shall have no liability related thereto. Finalists invited to participate in interview evaluations are responsible for scheduling and paying for their own travel arrangements. SMART is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or SMART's selection decision.

SMART Requests for Clarification, Additional Research, and Revisions

SMART reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

SMART may obtain information from any legal source for clarification of any Proposal. SMART need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

SMART may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by SMART, become part of the public record and may be disclosed accordingly.

SMART reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

SMART reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of SMART to do so. Furthermore, SMART reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.

4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

SMART may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by SMART that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to SMART, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices, terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Local and Federal Requirements

The City of Wilsonville/SMART intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Wilsonville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected consultant is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Wilsonville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

Attachment A

Sample Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the SMART Transit Master Plan Update Project (“Project”) is made and entered into on this ____ day of _____ 2022 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and _____ a(n) _____ [state] _____ [corporation/limited liability company, etc.] (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 transit master plan update 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 June 30, 2023, 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 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 _____ DOLLARS (\$ _____) 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. Consultant's Rate Schedule is set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

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, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

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 2021-22. 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 Kelsey Lewis. 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 _____. 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 writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

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

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

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.

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,

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: Kelsey Lewis, Grants & Programs Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: _____
Attn: _____

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 or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City’s sole discretion, will apply.

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

20.3. No Assignment. Consultant may not assign this Agreement, nor 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. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY:

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

Attachment B

Supporting Information

The current Transit Master Plan can be found on SMART's website at:

<https://www.ridesmart.com/transit/page/transit-master-plan>

Council Goals

Goal 1: Increase mobility for all in Wilsonville

- Advocate at the federal, state and regional level to complete the Boone Bridge replacement.
- Pursue a legislative strategy to support aligning the SMART service boundaries with the City limits.
- Work with ODOT to incorporate the French Prairie bridge crossing into the Boone Bridge project.
- Leverage existing City funds to attract outside funding for the I-5 bike and pedestrian bridge.
- Implement existing transportation plans and advance planning efforts to improve our local transportation network

Goal 2: Support local business recovery post-pandemic

- Develop programs for business support using ARPA funds.
- Convene the Chamber of Commerce and Small Business Development Center (SBDC) to assess local business needs and available resources.

Goal 3: Expand home ownership for lower income levels and first-time home buyers

- Continue implementation of the City's Equitable Strategic Housing Plan (ESHP) and explore funding options including Construction Excise Tax (CET), Vertical Housing Development Zone (VHDZ), etc.
- Explore examples of other programs to support home ownership for low-income residents and first-time home buyers as part of the Frog Pond East and South Master Plan.
- Develop a concept plan, zoning strategy, public outreach, identify partners, pursue grant funding, and draft development agreement for a transit-oriented development (TOD) project at WES Transit Center site.

Goal 4: Attract high quality industry and economic opportunity to Wilsonville

- Leverage the Coffee Creek Urban Renewal District with the goal of attracting new industry that pays family-wage jobs in two years.
- Advance the existing strategy for recruitment and expansion of the City's industrial areas.

- Develop a land aggregation strategy and conduct outreach with property owners to explore longterm plans in Basalt and Coffee Creek.
- Identify and convene key stakeholders for workforce development to understand challenges, gaps and opportunities to support local high-paying jobs for the Wilsonville community.
- Conduct outreach to help us prioritize infrastructure investments in the industrial area to expedite private investment.

Goal 5: Align infrastructure plans with sustainable financing sources

- Conduct a financial analysis to explore costs and revenue options to fund the City's major infrastructure projects that are currently without identifiable funding.
- Update the urban renewal strategic plan.
- Establish the Arts and Culture Board and fund a feasibility study for performing arts facility.

Goal 6: Engage the community to support emergency preparedness and resiliency

- Work with emergency response providers to identify gaps and enhance Wilsonville's emergency preparedness planning for all types of emergencies/ disasters.
- Connect the community (residents and businesses) with emergency response resources and educational materials to improve individuals' response planning.

Goal 7: Protect Wilsonville's environment and increase access to sustainable lifestyle choices

- Update the City's Comprehensive Plan to include a section on the environmental impacts of the Aurora State Airport.
- Participate in the Aurora State Airport planning discussions to represent Wilsonville's environmental interests.
- Develop a Wilsonville climate action strategy in alignment with Clackamas County's planning efforts.
- Explore options to expand access to urban gardening and other sustainable lifestyle choices
- Continue implementation of Wilsonville's existing environmental programs and practices

Dial-a-Ride Steering Committee Recommendation

November 2019

Introduction

Purpose

South Metro Area Regional Transit (SMART) provides robust transportation service for seniors, people who have a disability, and members of the public through the demand-response system known as Dial-a-Ride. Demand for this service continues to increase and in recent years, specific programs within Dial-a-Ride have reached capacity. SMART organized a limited duration Dial-a-Ride Steering Committee to assess the current system and develop alternatives through a collaborative process that engages the Wilsonville community.

Twelve community members volunteered their time to serve on the committee. These individuals represented a variety of interests such as Dial-a-Ride customers, business partners, and senior facility coordinators.

Background

The Committee worked with SMART staff to learn about several operational components of the Dial-a-Ride system; including but not limited to, different programs within Dial-a-Ride, eligibility, scheduling, revenue streams, expenditures, and advertisement.

After gathering information, the Committee developed a Dial-a-Ride survey to distribute to the public. This survey focused on questions related to service priorities and preferences to assist the committee in making a recommendation to SMART staff.

The Committee went to several tabling events over the course of two weeks including the Wilsonville Community Center, Library, neighborhood concerts, and living facilities. Within that time, the Committee collected 157 surveys from the community.

Recommendation

By evaluating the current Dial-a-Ride system and engaging with the public, the members of the Committee formulated recommendations under the themes of *Maintain*, *Improve*, and *Innovate* that will help improve efficiency and accessibility of SMART's demand response service.

Maintain

- Free in-town Dial-a-Ride service
- Providing service to out-of-town medical destinations
- Positive customer experience, with outstanding operators and dispatchers
- Engagement with public to assist in decision making
- Environmentally friendly vehicles
- Reliable service
- Accessibility with door-to-door service

Improve

- Medical services must maintain highest priority
- Increase capacity for out-of-town medical trips
- Availability of out-of-town service
- Weekend service to cover Charbonneau
- Provide flexible customer scheduling (pick-up windows) to increase agency efficiencies
- Simplify the application process: less paperwork, simplified documents, convenient delivery methods (email, fax, phone app)
- Provide seatbelt availability to all customers
- Technology: ability to schedule rides online, receive text/call notification reminder for appointments
- Awareness of service through marketing and advertising

Additional Comments

- Establish a program that allows those with not enough funds to apply for a discount or free rides for out-of-town medical trips
- Research establishing an ongoing community based committee for SMART’s Dial-a-Ride
- Coordinate services with resident facilities
- Official correspondence to applicants on eligibility status that includes “rules and regulations” on how to ride and what services are available to customers

Conclusion

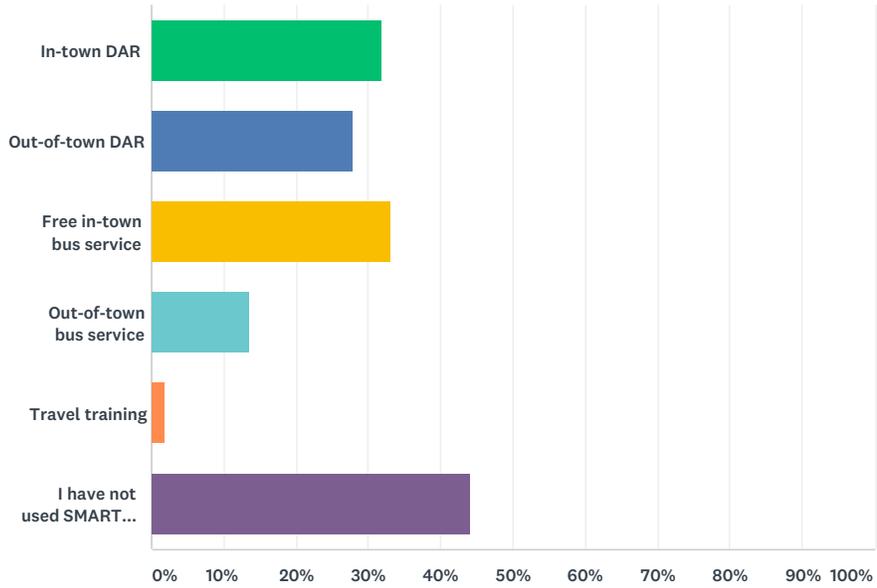
The recommendations listed above are based on the Steering Committee feedback in addition to survey responses. The Committee would like City Council to endorse the recommendations. The committee also proposes SMART staff implement the list of recommendations when expanding services and by integrating them into future master plans that would receive formal approval by City Council.

SMART Dial-a-Ride Steering Committee

_____ Marie Alaniz	_____ Rosanne Case	_____ Thomas Cole
_____ Cindy Foster	_____ Joshua Golston	_____ Linda Howland
_____ Kate Johnson	_____ Priscilla Johnson	_____ Michael Malchow-Hay
_____ Chelsea Tschida	_____ Rob Wiesenthal	_____ Sadie Wallenberg

Q1 What SMART services have you used? Check all that apply.

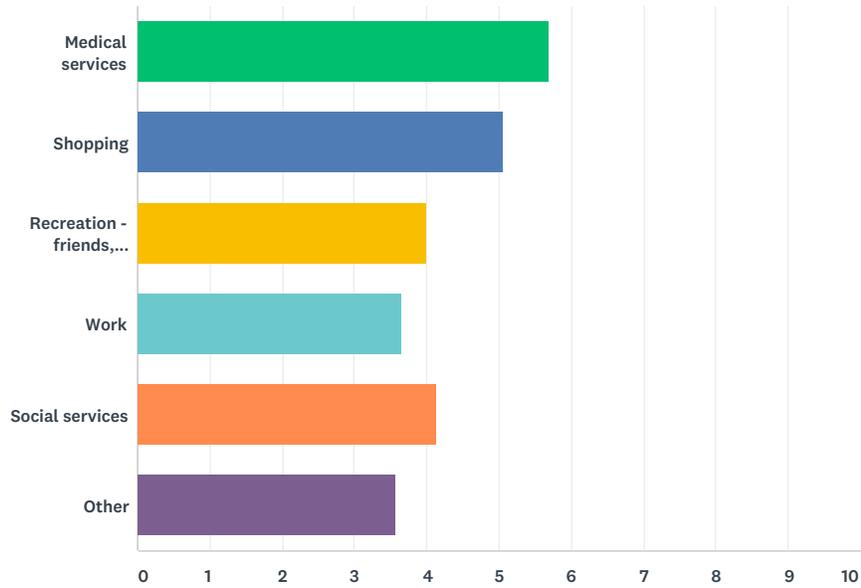
Answered: 154 Skipped: 3



ANSWER CHOICES	RESPONSES	
In-town DAR	31.82%	49
Out-of-town DAR	27.92%	43
Free in-town bus service	33.12%	51
Out-of-town bus service	13.64%	21
Travel training	1.95%	3
I have not used SMART service before	44.16%	68
Total Respondents: 154		

Q2 In the future, what activities are important for Dial-a-Ride to provide access to? Please rank below (1 being most important)

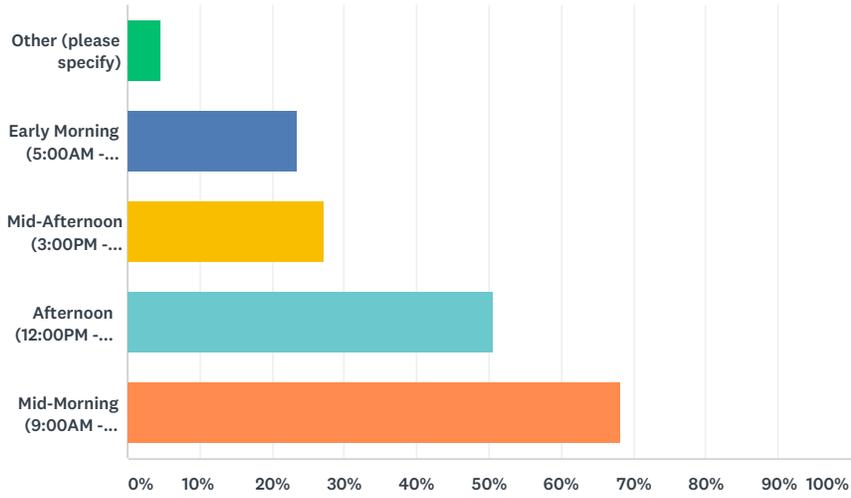
Answered: 156 Skipped: 1



	1	2	3	4	5	6	NO ANSWER	TOTAL	SCORE
Medical services	66.03% 103	11.54% 18	4.49% 7	0.64% 1	0.64% 1	0.00% 0	16.67% 26	156	5.70
Shopping	21.79% 34	40.38% 63	7.05% 11	3.85% 6	0.64% 1	0.00% 0	26.28% 41	156	5.07
Recreation - friends, movies, etc.	5.13% 8	12.18% 19	17.95% 28	5.13% 8	8.97% 14	0.00% 0	50.64% 79	156	3.99
Work	3.85% 6	1.92% 3	5.77% 9	5.77% 9	3.85% 6	1.28% 2	77.56% 121	156	3.66
Social services	1.28% 2	9.62% 15	8.33% 13	5.13% 8	0.64% 1	0.64% 1	74.36% 116	156	4.15
Other	1.28% 2	2.56% 4	3.85% 6	1.28% 2	0.64% 1	2.56% 4	87.82% 137	156	3.58

Q3 What time of day are you likely to use Dial-a-Ride?

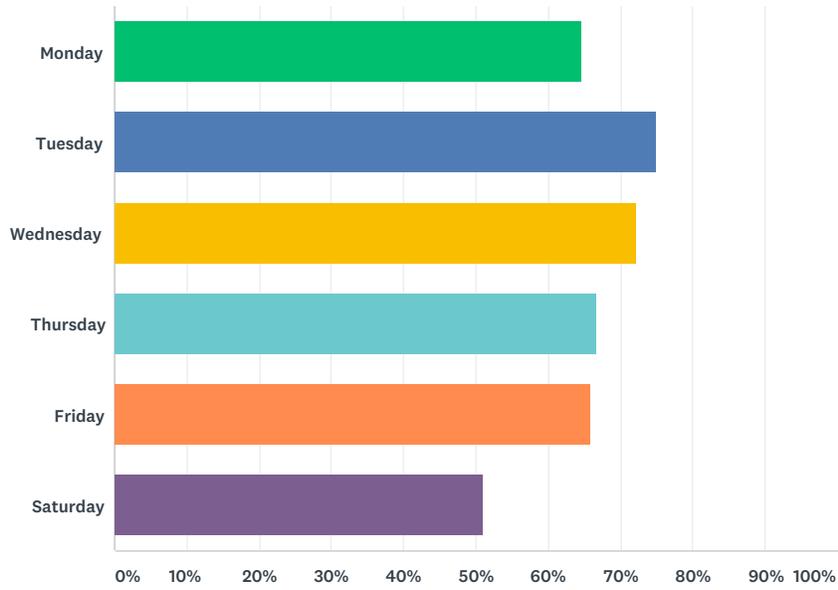
Answered: 154 Skipped: 3



ANSWER CHOICES	RESPONSES
Other (please specify)	4.55% 7
Early Morning (5:00AM - 9:00AM)	23.38% 36
Mid-Afternoon (3:00PM - 5:30PM)	27.27% 42
Afternoon (12:00PM - 3:00PM)	50.65% 78
Mid-Morning (9:00AM - 12:00PM)	68.18% 105
Total Respondents: 154	

Q4 What day of the week would you like to use Dial-a-Ride? Check all that apply.

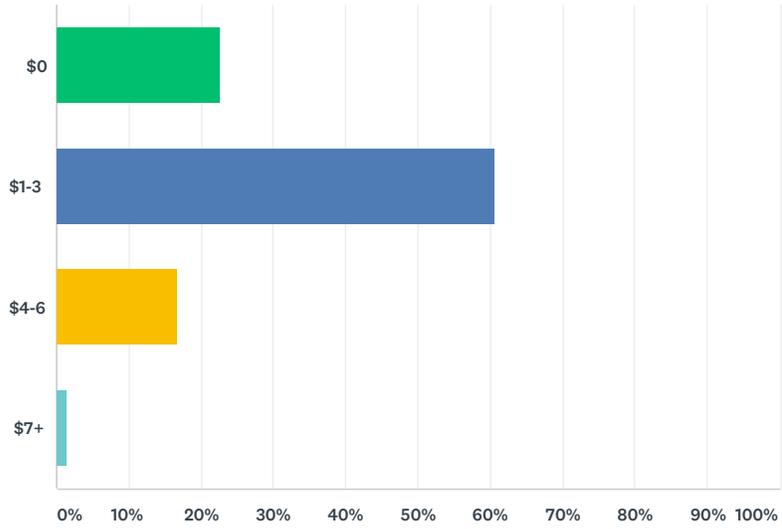
Answered: 147 Skipped: 10



ANSWER CHOICES	RESPONSES	
Monday	64.63%	95
Tuesday	74.83%	110
Wednesday	72.11%	106
Thursday	66.67%	98
Friday	65.99%	97
Saturday	51.02%	75
Total Respondents: 147		

Q5 What are you willing to pay for in-town Dial-a-Ride trips?

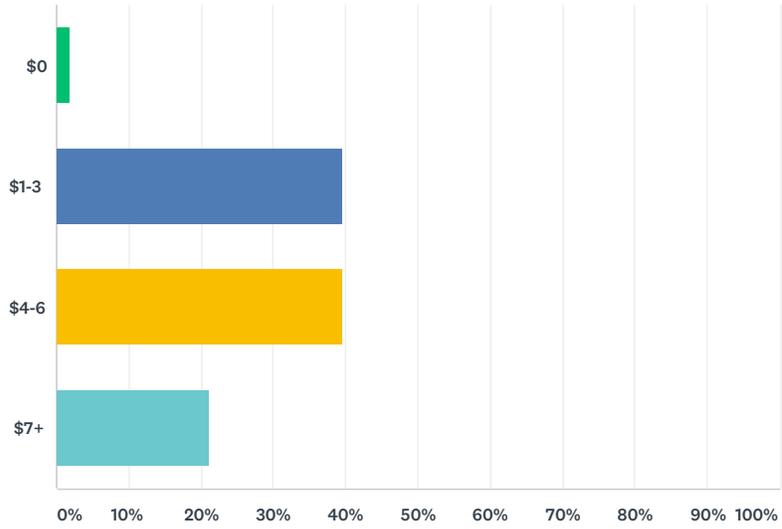
Answered: 137 Skipped: 20



ANSWER CHOICES	RESPONSES	
\$0	22.63%	31
\$1-3	60.58%	83
\$4-6	16.79%	23
\$7+	1.46%	2
Total Respondents: 137		

Q6 What are you willing to pay for out-of-town Dial-a-Ride trips?

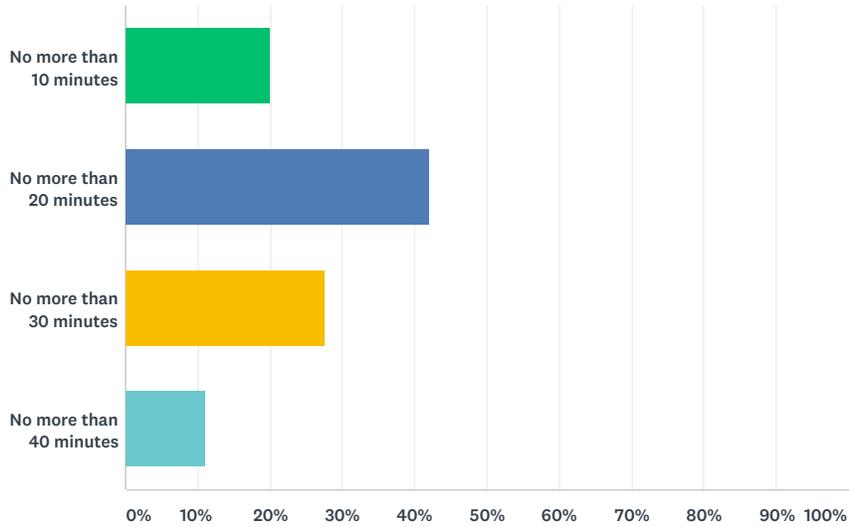
Answered: 109 Skipped: 48



ANSWER CHOICES	RESPONSES	
\$0	1.83%	2
\$1-3	39.45%	43
\$4-6	39.45%	43
\$7+	21.10%	23
Total Respondents: 109		

Q7 Longer wait windows would allow SMART to schedule more rides and improve efficiency for DAR. How long would you be willing to wait if it meant more opportunities to schedule a ride?

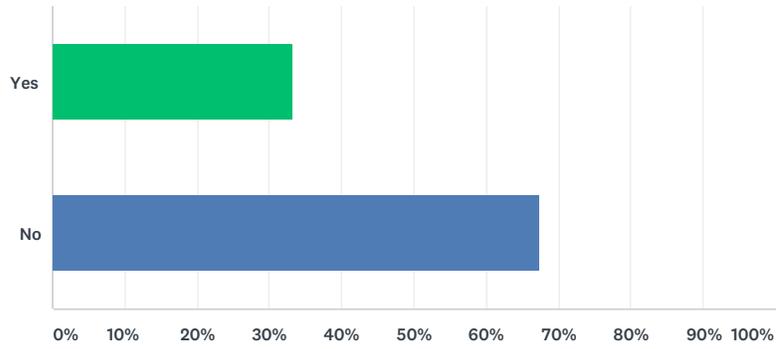
Answered: 145 Skipped: 12



ANSWER CHOICES	RESPONSES	
No more than 10 minutes	20.00%	29
No more than 20 minutes	42.07%	61
No more than 30 minutes	27.59%	40
No more than 40 minutes	11.03%	16
Total Respondents: 145		

Q8 Would you be interested in one-on-one training to learn how to ride the scheduled bus (not Dial-a-Ride)?

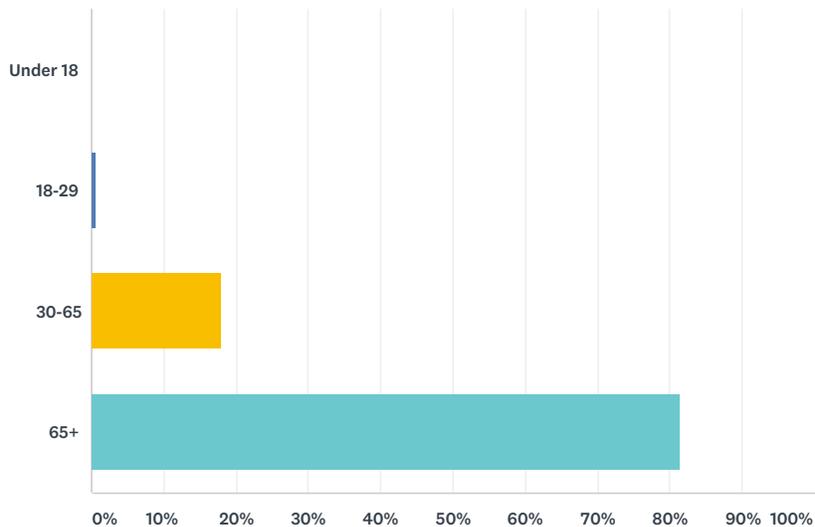
Answered: 150 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes	33.33%	50
No	67.33%	101
Total Respondents: 150		

Q9 What is your age?

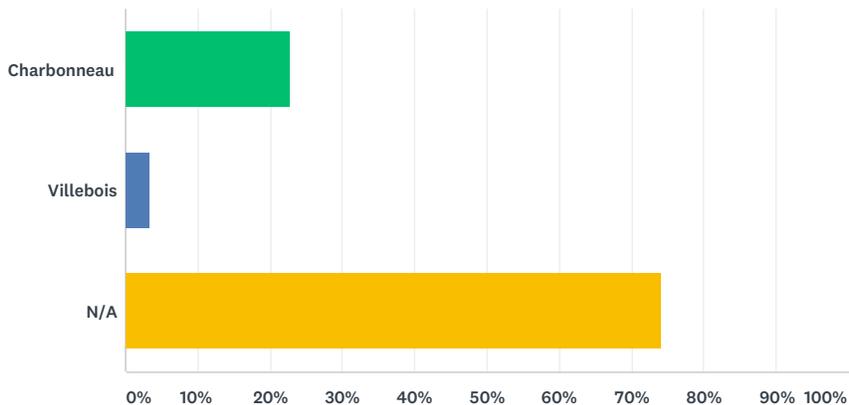
Answered: 155 Skipped: 2



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-29	0.65%	1
30-65	18.06%	28
65+	81.29%	126
TOTAL		155

Q10 Check box if you live in:

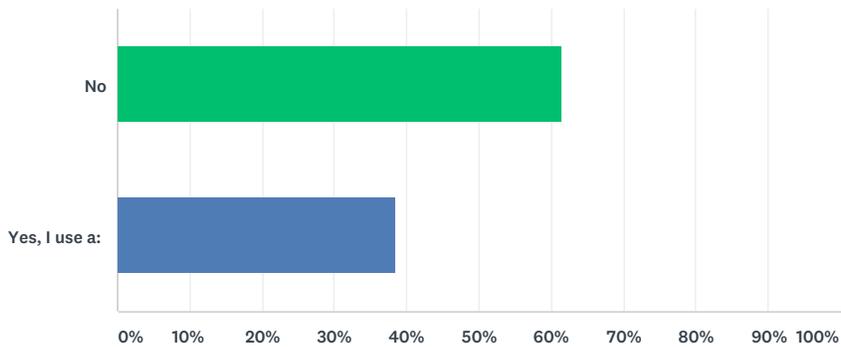
Answered: 154 Skipped: 3



ANSWER CHOICES	RESPONSES	
Charbonneau	22.73%	35
Villebois	3.25%	5
N/A	74.03%	114
Total Respondents: 154		

Q11 Do you use a mobility device? (i.e. cane, walker, etc.)

Answered: 153 Skipped: 4



ANSWER CHOICES	RESPONSES	
No	61.44%	94
Yes, I use a:	38.56%	59
TOTAL		153

Q12 Enter to win a \$50 gift card to Fred Meyer: Provide a phone number, email, or address.

Answered: 125 Skipped: 32

THE NCSTM
The National Community SurveyTM

Wilsonville, OR

Trends Over Time

2020

About Trends Over Time

The National Community Survey™ (The NCS™) is a collaborative effort between National Research Center, Inc. (NRC) and the International City/County Management Association (ICMA). The survey and its administration are standardized to assure high quality research methods and directly comparable results across The NCS communities. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts and Culture
- Inclusivity & Engagement

This report discusses trends over time, comparing the 2020 ratings for the City of Wilsonville to its previous survey results in 2012, 2014, 2016, and 2018. Additional reports and technical appendices are available under separate cover.

Understanding the Tables

Trend data for Wilsonville represent important comparison data and should be examined for improvements or declines¹. Deviations from stable trends over time, especially, represent opportunities for understanding how local policies, programs or public information may have affected residents' opinions.

Meaningful differences between survey years have been noted within the following tables as being "higher" or "lower" if the differences are greater than six percentage points between the 2018 and 2020 surveys, otherwise the comparisons between 2018 and 2020 are noted as being "similar." Additionally, the benchmark comparisons for the current survey results are presented for reference.

Overall, ratings in Wilsonville for 2020 generally remained stable. Of the 112 items for which comparisons were available, 86 items were rated similarly in 2018 and 2020, eight items showed a decrease in ratings and 18 showed an increase in ratings. Notable trends over time included the following:

- Within the facet of Mobility, ratings for traffic enforcement, traffic flow on major streets, ease of travel by car and by bicycle, and the overall quality of the transportation system in Wilsonville improved from 2018 to 2020; however, evaluations of sidewalk maintenance declined over this time.
- From 2018 to 2020, survey respondents gave less positive assessments to the overall appearance of Wilsonville, public places where people want to spend time, and code enforcement.
- Since 2018, more Wilsonville residents reported that they had contacted Wilsonville for help or information, attended or watched a local public meeting, volunteered in Wilsonville, and contacted elected officials to express their opinion.
- Within the facet of Economy, from 2018 to 2020, fewer community members believed the economy would have a positive impact on their income in the six months after the survey. Additionally, more residents experienced housing cost stress in 2020. However, more respondents assigned favorable reviews to the overall quality of business and services establishments in Wilsonville.
- In 2020, more residents gave high marks to the openness and acceptance of the community toward people of diverse backgrounds and the neighborliness of Wilsonville.

¹ In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Table 3: Economy

Economy Items Percent rating positively (e.g., excellent/good, very/somewhat positive)	2012	2014	2016	2018	2020	2020 rating compared to 2018	Comparison to benchmark
Overall economic health of Wilsonville	NA	75%	76%	81%	85%	Similar	Higher
Economic development	NA	66%	62%	66%	65%	Similar	Similar
Overall quality of business and service establishments in Wilsonville	77%	74%	64%	70%	81%	Higher	Higher
Variety of business and service establishments in Wilsonville	NA	NA	NA	NA	58%	NA	Similar
Vibrancy of downtown/commercial area	NA	62%	55%	47%	45%	Similar	Similar
Shopping opportunities	63%	54%	53%	50%	50%	Similar	Similar
Wilsonville as a place to visit	NA	63%	60%	55%	59%	Similar	Similar
Wilsonville as a place to work	75%	79%	78%	76%	81%	Similar	Higher
Employment opportunities	43%	51%	44%	53%	54%	Similar	Similar
Cost of living in Wilsonville	NA	43%	32%	35%	38%	Similar	Similar
Economy will have positive impact on income	24%	29%	29%	35%	13%	Lower	Lower
NOT experiencing housing costs stress	65%	66%	56%	59%	50%	Lower	Lower

Table 4: Mobility

Mobility Items Percent rating positively (e.g., excellent/good, yes in the last 12 months)	2012	2014	2016	2018	2020	2020 rating compared to 2018	Comparison to benchmark
Overall quality of the transportation system in Wilsonville	NA	86%	71%	68%	77%	Higher	Similar
Traffic flow on major streets	48%	66%	43%	38%	49%	Higher	Similar
Ease of travel by car in Wilsonville	65%	74%	56%	57%	70%	Higher	Similar
Ease of travel by public transportation in Wilsonville	NA	75%	63%	67%	73%	Similar	Much higher
Ease of travel by bicycle in Wilsonville	69%	75%	73%	67%	77%	Higher	Higher
Ease of walking in Wilsonville	80%	81%	83%	82%	81%	Similar	Higher
Ease of public parking	NA	NA	NA	NA	77%	NA	Higher
Bus or transit services	85%	83%	79%	83%	82%	Similar	Much higher

Mobility Items Percent rating positively (e.g., excellent/good, yes in the last 12 months)	2012	2014	2016	2018	2020	2020 rating compared to 2018	Comparison to benchmark
Traffic enforcement	66%	71%	62%	58%	65%	Higher	Similar
Traffic signal timing	51%	64%	61%	60%	58%	Similar	Similar
Street repair	60%	75%	71%	63%	67%	Similar	Higher
Street cleaning	78%	87%	85%	83%	85%	Similar	Higher
Street lighting	83%	87%	82%	86%	86%	Similar	Higher
Snow removal	NA	NA	NA	NA	69%	NA	Similar
Sidewalk maintenance	74%	83%	77%	79%	65%	Lower	Similar
Used bus, rail, subway, or other public transportation instead of driving	NA	35%	28%	27%	27%	Similar	Similar
Carpooled with other adults or children instead of driving alone	NA	42%	37%	41%	41%	Similar	Similar
Walked or biked instead of driving	NA	77%	70%	65%	67%	Similar	Higher

Prior to 2020, 'Overall quality of the transportation system' was 'Overall ease of getting to the places you usually have to visit'. Differences in ratings may be at least partially attributable to changes in question wording and should be interpreted cautiously.

Table 5: Community Design

Community Design Items Percent rating positively (e.g., excellent/good)	2012	2014	2016	2018	2020	2020 rating compared to 2018	Comparison to benchmark
Overall design or layout of Wilsonville's residential and commercial areas	NA	81%	76%	77%	72%	Similar	Similar
Overall appearance of Wilsonville	91%	92%	93%	92%	85%	Lower	Similar
Your neighborhood as a place to live	89%	91%	89%	93%	93%	Similar	Higher
Overall quality of new development in Wilsonville	78%	69%	57%	65%	63%	Similar	Similar
Well-planned residential growth	NA	NA	NA	NA	60%	NA	Similar
Well-planned commercial growth	NA	NA	NA	NA	55%	NA	Similar
Well-designed neighborhoods	NA	NA	NA	NA	68%	NA	Similar
Preservation of the historical or cultural character of the community	NA	NA	NA	NA	63%	NA	Similar