



City of Tigard

Qualification – Based Request for Proposal (RFP)

SRTS TEMPLETON/TWALITY IMPROVEMENTS

RFP 2023-95076

Proposals Due: Monday, June 5, 2023 – 10:00 a.m. local time

Proposer must submit one (1) electronic copy in portable document format (pdf).

Submit Proposals To: ContractsPurchasing@tigard-or.gov

Direct Questions To: Toni Riccardi, Procurement Specialist
Phone: (503) 718-2518
Email: tonir@tigard-or.gov

GENERAL INSTRUCTIONS AND CONDITIONS

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal (“RFP”), these special conditions shall take precedence over any conditions listed under the “General Instructions and Conditions”.

COST OF PROPOSAL – This Request for Proposal does not commit the City to pay any costs incurred by any Proposer in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the RFP.

CANCELLATION – The City reserves the right to modify, revise, or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

REJECTION OF PROPOSALS – The City reserves the right to reject any or all responses to the Request for Proposal in whole or in part, if it is found to be in the City’s best interest to do so.

CITY OF TIGARD BUSINESS LICENSE/FEDERAL TAX ID REQUIRED –

The City of Tigard Business License is required (TMC 5.4). Successful Proposer shall obtain a City of Tigard Business License prior to initiation of a contract and commencement of work. Successful Proposer must present a completed W-9 form to the City at the time of contract execution.

CONFLICT OF INTEREST - A Proposer filing a proposal hereby certifies that the proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer of the same request for proposals, that the Proposer is competing solely on its own behalf without connection or obligation to, any undisclosed person or firm, that Proposer is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Proposer, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this proposal pertains; ii) has or will participate in evaluation, award or management of the contract related to this proposal; or iii) has or will have financial benefits in the contract to which this proposal pertains. Proposer understands that should it elect to employ any former City official/employee during the solicitation period or the term of the contract then the former City official/employee must comply with applicable government ethics and conflicts of

interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and/or ORS 244.047.

PUBLIC RECORDS – Any information provided to the City pursuant to this RFP will be public record and subject to public disclosure pursuant to Oregon public records laws (ORS 192). Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.345(2). The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Prior to any disclosure requested under Public Records Law, the City will give Proposer prompt written notice of such request. Proposer shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If information is disclosed pursuant to public records request, the City will take reasonable steps to limit any such provision to the specific information requested. Proposer’s failure to timely respond to the notice provided by the City may result in the disclosure of the requested information. The Proposer further agrees to hold harmless, defend, and indemnify the City for all costs, expenses, and attorney fees that may be imposed on the City as a result of appealing any decision regarding the Proposer’s records.

INTERGOVERNMENTAL COOPERATIVE PURCHASING

The successful Proposer submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this RFP reflect the City of Tigard usage only. Each participating agency shall execute its own contract with the successful Proposer. Any Proposer(s), by written notification included with their proposal, may decline to extend the prices and terms of this solicitations to any and/or all other public agencies.

These “General Instructions and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be or may become available under ORS Chapter 279.

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ATTACHMENTS

Attachment A	Proposal Certifications
Attachment B	Proposal Form
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Attachment D	Statement of Work
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Attachment F	Templeton-Twality SRTS Grant Conceptual Estimate

SECTION 1 OVERVIEW

1.1 INTRODUCTION

With a diverse economy, strong schools and outstanding parks, Tigard is one of the most livable cities in Oregon. Tigard has grown to become a desirable and affordable community in the Portland metro area where residents enjoy access to more than 16 miles of paved trails and nearly 563 acres of parks and open spaces. The City of Tigard is committed to increasing transparency and accountability as we continue our journey to become an equitable community for all. As such, the City has recently refreshed its strategic vision: “An equitable community that is walkable, healthy and accessible for everyone.” The City has a well-balanced economy that includes more than 3,000 firms employing more than 40,000 people from around the region.

In this Request for Proposal (RFP), the City is soliciting proposals from experienced firms or teams of firms with demonstrated experience in providing engineering services to assist the City with its SRTS Templeton/Twality Improvements Project.

SECTION 2 PROPOSER’S SPECIAL INSTRUCTIONS

2.1 TIMELINE FOR SELECTION

The following dates are proposed as a timeline for this project

Advertisement and Release of RFP	Monday, May 15, 2023
Question and Answers (Q&A) period ends	Wednesday, May 31, 2023
Submission of written proposals due at 10 a.m./p.m.	Monday, June 5, 2023
Cost Proposals	TBD
Interviews (if deemed necessary)	TBD
Award of Contract	TBD
Notice to proceed – work begins	TBD

The City reserves the right to modify this schedule as necessary.

2.2 PROPOSAL SUBMITTAL

The proposal must be received no later than the date and time specified in item 2.1 above, to the email address ContractsPurchasing@tigard-or.gov. The proposal response will be in a font size no smaller than 11-point and shall **not exceed 10 pages**. The transmittal page, table of contents, personnel resumes, appendix and required forms (Attachments A & B) do not count in the overall page count of the proposal. Proposers who submit more than the pages indicated may not have the additional pages of the proposal considered.

Proposals will be considered time stamped and received by the City when they are received in the email inbox listed above. To assure that your Proposal receives priority treatment, please mark the email subject line as follows:

RFP 2023-95076– SRTS Templeton/Twality Improvements

Proposer shall include their name and address and contact information in the body of the email. It is the Proposer's responsibility to ensure that proposals are received prior to the stated submission deadline. Late proposals may not be considered, it is the City's sole discretion to accept or reject a late proposal.

2.3 PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Contracts and Purchasing Office. A protest may be submitted via email. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The City shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least seven (7) days before the proposal submission deadline. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests of scope of work or contract terms should be directed to the attention of Toni Riccardi, at tonir@tigard-or.gov

2.4 INTERPRETATIONS AND ADDENDA

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed below. **The deadline for submitting such questions/clarifications is seven (7) days prior to the proposal due date.** An addendum will be issued no later than 72 hours (or 48 hours in unique circumstances) prior to the proposal due date to all recorded holders of the RFP if a substantive clarification is in order.

Contact: Toni Riccardi - E-mail: tonir@tigard-or.gov

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.5 PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of one hundred and twenty (120) days from the proposal submission deadline.

2.6 FORM OF CONTRACT

A copy of the personal services agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The agreement will incorporate the terms and conditions from this RFP document and the successful Proposer's response. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.3 "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

2.7 TERM OF CONTRACT

The contract for this work is anticipated to commence on or around September 4, 2023. All work stemming from the contract is anticipated to be completed no later than November 2024.

2.8 PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The Proposer needs to anticipate delays in such places and include the cost of such delays in the proposed cost. The successful Proposer's employees and agents must carry sufficient

identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility, or work site if national or local security appears to require it.

SECTION 3 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION

The walking and biking routes for pedestrian access to Templeton Elementary School and Twality Middle School along SW Murdock Street, SW 97th Avenue, SW 96th Avenue, and SW Sattler Street are missing sections of sidewalk. Pedestrian crossings along the routes have documented safety concerns with pedestrians and cyclists. The crossings are barriers for students to walk and roll to school due to vehicle speeds, traffic volumes, and the lack of enhanced crossing treatments.

This Project will make various improvements near Templeton Elementary School and Twality Middle School. Two crosswalks will receive safety enhancements including McDonald Street/Omara Street/98th Avenue and Sattler Street/96th Avenue. Sections of missing sidewalk will be constructed on 97th Avenue and Sattler Street, as well as a sidepath on Murdock Street, and a paved pathway through East Butte Heritage Park. These improvements will create a safe, accessible, and continuous pedestrian network around both Templeton Elementary School and Twality Middle School. This supports the vision statement in the City of Tigard's Strategic Plan: "Tigard: an equitable community that is walkable, healthy, and accessible for everyone."

There is another City project in the Project's vicinity to consider:

- SW Murdock Street Project – AKS Engineering & Forestry is the design consultant; the work began in March 2022.

3.2 TECHNICAL OR REQUIRED SERVICES

Work under this contract will include the following types of services, the detailed descriptions of which are included as Attachment D, Statement of Work:

- Project Management and Administration
- Design Survey
- Design Engineering
- Public Involvement Program
- Right of Way
- Utility Coordination
- Permitting and Reports
- Construction Administration Services

The successful Proposer will perform the above services for this project and shall be expected to work closely with designated City personnel to accomplish the project goals described in Attachment D, Statement of Work. The City has assigned project manager Courtney Furman, Senior Project Engineer, to oversee the successful Proposer's work and provide support as needed.

3.3 DELIVERABLES AND SCHEDULE

Deliverables are considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, and reports. Unless otherwise specified by the City, the successful Proposer will prioritize

submitting applicable deliverables electronically, and any paper-based deliverables must be printed double-sided and in bindings or report covers that are fully recyclable, preferably using materials containing post-consumer waste (PCW) recycled content.

Deliverables for this project are those work products required to complete services as described in Attachment D, Statement of Work.

All deliverables and resulting work products from this contract will become the property of the City of Tigard. As such, the Contractor grants the City the right to copy and distribute (in any and all media and formats) project deliverables for regulatory, project certification/recognition, program development, public education, and/or for any purposes at the sole discretion of the City.

As further described in Attachment D, Statement of Work, the study should be completed within a year of the contract being signed.

SECTION 4 PROPOSAL CONTENT AND FORMAT

4.1 ORGANIZATION OF PROPOSAL

Proposers must provide all information as requested in this Request for Proposal. Proposals must follow the format outlined in this RFP. Proposals should be organized in the following manner:

1. Transmittal Page
2. Firm Qualifications and Project Team
3. Project Understanding and Approach
4. Project Management

4.2 TRANSMITTAL PAGE

By submitting a proposal, the Proposer is accepting the General Instructions and Conditions of this Request for Proposal (reference second page of the RFP), the stated insurance coverage and limitations, and the Standard Contract Provisions of the Personal Services contract.

The Transmittal Page must include the following:

- RFP number and project title
- Full legal name of proposing business entity
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person's name, mailing or street addresses, phone and email address

A legal representative of the Proposer authorized to bind Proposer in contractual matters must sign the Transmittal Page.

4.3 FIRM QUALIFICATIONS AND PROJECT TEAM

Proposers should provide a general description of the range of relevant activities performed by their firm and team members. Provide details on the following:

- Describe your firm's legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm.
- Provide the address of the firm's home office and the address of the office that will manage the project, if applicable.
- Describe firm's resources available to perform the work for the duration of the project and other on-going projects.
- Describe similar projects performed within the last 5 years, which best characterize your firm's capabilities, work quality and cost control.
- For each project mentioned, include the name, address and phone number of a person who can be contacted regarding your performance on the project. When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- Describe firm's internal procedures and/or policies associated or related to work quality and cost control.
- Describe firm's management and organizational capabilities.
- Describe what work will be performed in-house versus subcontracted. For any proposed subconsultants, describe those firms' capabilities and areas of expertise, projects your firms have worked on together, and other relevant subconsultant project history or information regarding your decision to include them on the project team.

4.4 PROJECT UNDERSTANDING AND APPROACH

Provide details on the approach and methodology for the performance of the scope of services including descriptions for the following:

- Describe or provide a detailed description of Proposer's approach to overall management and integration of all activities required by the scope of services, including the management objectives and techniques that demonstrate how the work requirements will be met.
- Describe the proposed work tasks and activities and provide a narrative description of how the firm proposes to execute the tasks during each phase of the project.
- Identify the time frame estimated to complete each task.
- Identify the team members who will work on each task.
- Describe the proposed work products that will result from each task or activity.
- Identify points of input and review with City staff.
- Based on your firm's expertise and experience with similar projects, demonstrate how your firm will effectively complete the proposed project.

4.5 PROJECT MANAGEMENT

In your proposal response provide details on how your firm would administer this project. Proposals should address the following points:

- Describe the proposed project manager's experience on past similar projects and explain the project manager's approach to schedule, budget, scope, and change management. The description should include the project manager's experience and approach to communicating with and managing a team of diverse professionals on a project with multiple inter-related deliverables.
- Extent of company's principal member's involvement.
- Approximate number of people to be assigned to the project.
- Names of key personnel who will be performing the work on this project, and:
 - their roles and responsibilities on this project
 - current assignments and location
 - directly relevant experience on similar or related projects
 - unique qualifications
 - demonstrated performance record of key personnel
 - percentage of their time that will be devoted to the project
 - resumes and additional qualifications may be included as an appendix to Proposer's response.

**SECTION 5
PROPOSAL EVALUATION AND CONTRACTOR SELECTION**

5.1 EVALUATION PROCESS

A selection committee assembled by the City will review written proposals. After meeting the mandatory requirements, the proposals will be evaluated on their technical and fee aspects. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria listed in Section 4. The committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The City will evaluate and score the submitted proposals as follows:

1. Transmittal Page	Pass/Fail
2. Firm Qualifications and Project Team	40 Points
3. Project Understanding and Approach	30 Points
4. Project Management	30 Points
Total Evaluation Points	100 Points

5.2 PRICE EVALUATION

After evaluation of the written proposals, the City will invite up to the three (3) highest ranked Proposers to submit a detailed breakdown of costs based on the scope of work. The proposed fee structure should include hourly rates for each person assigned and the level of effort based on anticipated duration and hours for the project. **An additional 15 points in scoring will be assigned to the cost structure criteria.**

5.3 PRESENTATION/INTERVIEW

At the option of the City, the City may invite up to the three (3) highest ranked Proposers to make a presentation of their proposal. This will provide an opportunity to clarify and elaborate on the proposal. The City will schedule the time and location of these presentations (if necessary) and notify the selected firms. (may be conducted virtually via Microsoft Teams) Should one or more firms be selected for oral interviews, an additional **20 points** will be assigned to the interview process and will be added to the participating Proposers' total points.

5.4 CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point regarding a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

5.5 NEGOTIATIONS WITH TOP RANKED FIRM AND CONTRACTOR SELECTION

Following the selection committee's final determination of the highest scored Proposer, the City will issue a Notice of Intent to Award and begin contract negotiations with the top ranked Proposer regarding conditions, compensation level, schedule and performance of the scope of services. After good faith negotiations, if the City and the top ranked Proposer are unable to agree, then the City will move to the second ranked Proposer and enter into negotiations. The process shall repeat until either the City and a firm come to an agreement, or the City determines the project unfeasible at this time and elects to re-scope and re-solicit the work.

5.5 PROTEST OF CONTRACT AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written Notice of Intent to Award to file a written protest. In order to be adversely affected, a Proposer must itself claim to be eligible for award of the contract and must be next in

line for award. The written protest must be timely and specify the grounds upon which the protest is based. The City will not entertain a protest submitted after the time period established in this section.

**ATTACHMENT A
PROPOSAL CERTIFICATIONS**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause shall be barred from receiving awards of any contract from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Contractor Name: _____

Resident Certificate

Please Check One:

Resident Contractor: Contractor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Contractor: Contractor does not qualify under requirement stated above.

(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**ATTACHMENT B
PROPOSAL FORM**

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The Contractor named below submits this proposal in response to the Request for Proposals (RFP) for the contract named above and warrants that the Contractor has carefully reviewed the RFP and that this proposal represents the Contractor’s full response to the requirements described in the RFP.

The Contractor further warrants that if this proposal is accepted, the Contractor agrees to all terms and conditions found in the sample contract (Attachment C), and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents. The Contractor hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in the sample contract.

Indicate in the affirmative by initialing here: _____

The Contractor certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The Contractor hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to this RFP.

Name of Contractor: _____

Business Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

**CITY OF TIGARD, OREGON
PERSONAL SERVICES CONTRACT
SRTS TEMPLETON/TWALITY IMPROVEMENTS**

THIS AGREEMENT made and entered into by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and [Contractor Name], hereinafter called Contractor.

RECITALS

WHEREAS, the City's 2023 fiscal year budget provides for services related to Engineering Services; and

WHEREAS, City has need for the services of a company with ability, knowledge, and experience possessed by Contractor; and

WHEREAS, The City issued Request for Proposals No. 2023-95076, inviting proposals from Contractors with certain ability, knowledge, and experience; and

WHEREAS, Contractor submitted a response to the RFP and the City has determined that Contractor is qualified and capable of performing the services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE, the Parties agree as follows:

1. EFFECTIVE DATE/CONTRACT TERM

The term of this Agreement is effective on [Start Date] or upon the date this Agreement is fully executed by both parties, whichever is later, and expires on [End Date], unless otherwise terminated or extended. All work under this Agreement must be completed prior to the expiration of this Agreement.

2. SERVICES TO BE PROVIDED

The nature, scope, and performance characteristics, and scope of the services and the required time specifications for Contractor's performance under this Agreement are set forth in Exhibit B, incorporated herein by reference.

3. COMPENSATION

The City agrees to pay Contractor for satisfactorily completed services in accordance with the rates outlined in Exhibit B. The total amount paid to the Contractor by the City may not exceed \$[Dollar Amount] without a written contract amendment signed by authorized representatives of both parties.

4. PAYMENTS

Payments made to Contractor will be based upon the following applicable terms:

A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.

- B. Payment will be made in installments based on Contractor’s invoice and not more frequently than monthly. Unless otherwise agreed, payment will be made only for work actually completed as of the date of invoice.
- C. Payment by City releases City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the invoice. Payment may not be considered acceptance or approval of any work or waiver of any defects therein.
- D. The City certifies that sufficient funds are available and authorized for this Agreement during the current fiscal year. Funding during future fiscal years is subject to budget approval by Tigard’s City Council

5. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

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

CITY OF TIGARD	CONTRACTOR
Attn: Courtney Furman	Attn:
Address: 13125 SW Hall Blvd Tigard, OR 97223	Address:
Phone: (503) 718-2442	Phone: ()
Email: Courtney.furman@tigard-or.gov	Email:

Notice will be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, upon successful fax. In all other instances, notices, bills and payments will be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

6. ANNUAL RATE ADJUSTMENTS

Contractor may request a rate adjustment no more frequently than annually for the ensuing one-year period beginning on an anniversary of the Effective Date to reflect actual increases in Contractor’s cost to perform the services. Request must be in writing and include backup documentation establishing the actual increases in cost. In no event will the rate adjustment be more than the percentage change during the preceding year in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor. Any request for a rate adjustment must be submitted to the City no less than (30) calendar days prior to the anniversary of the Effective Date.

7. OWNERSHIP OF WORK PRODUCT

The City is the owner of and is entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence, or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement. Any intellectual property rights delivered to the City under this Agreement and Contractor's services rendered in the performance of Contractor's obligations under this Agreement, will be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment.

8. ASSIGNMENT/DELEGATION

Neither party may assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment has any force or effect unless and until the other party has consented. If City agrees to assignment of tasks to a subcontract, Contractor is fully responsible for the acts or omissions of any subcontractors and of all persons employed by them. Neither the approval by City of any subcontractor nor anything contained herein creates any contractual relation between the subcontractor and City. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective successors and assigns.

9. REPRESENTATIONS AND WARRANTIES

In addition to other representations and warranties set forth in this Agreement, Contractor represents and warrants to the City that the services will be performed in accordance with the same professional skill, care, diligence, standards, and generally accepted professional practices as other professionals performing the same or similar services in the same or similar localities under similar conditions. Neither acceptance of the work nor payment therefore relieves Contractor from liability under warranties contained in or implied by this Agreement.

Contractor is familiar and will comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the performance of the work under this Agreement.

10. ERRORS

Contractor will perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

11. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

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

B. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

12. CONFLICT OF INTEREST

The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed their normal charge for the type of service provided.

13. INDEMNIFICATION

Claims for other than Professional Liability. Contractor agrees to indemnify, defend, save, and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Contractor or its subcontractors, sub-consultants, agents or employees in performance of this Agreement at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

Claims for Professional Liability. Contractor agrees to indemnify, defend, save, and hold harmless the City of Tigard, its officers, employees, agents, and representatives from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement.

Any work by Contractor that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities as these terms are defined by generally accepted professional practices and standards as well as the requirements of applicable and non-conflicting federal, state, and local laws under similar circumstances and at the same time of this agreement will be considered a professionally negligent act, error, or omission.

14. INSURANCE

Contractor and its subcontractors must maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. Such insurance must cover risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

A. Standard Coverage. The policy or policies of insurance maintained by the Contractor must provide at least the limits and coverages in Exhibit A of this Agreement. The procuring of such required insurance will not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor is obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

- B. Workers' Compensation. The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers must provide Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.
- C. Additional Insured Provision. All required insurance policies, other than Workers' Compensation and Professional Liability, must name the City its officers, employees, agents, and representatives as additional insureds with respect to this Agreement.
- D. Insurance Carrier Rating. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. All policies of insurance must be written by companies having an A.M. Best rating of "A-VII" or better, or equivalent. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- E. Self-Insurance. The City understands that some contractors may self-insure for business risks and the City will consider whether such self-insurance is acceptable if it meets the minimum insurance requirements for the type of coverage required. If Contractor is self-insured for commercial general liability or automobile liability insurance, Contractor must provide evidence of such self-insurance. Contractor must provide a Certificate of Insurance showing evidence of the coverage amounts on a form acceptable to the City. The City reserves the right in its sole discretion to determine whether self-insurance is adequate.
- F. Primary Coverage Clarification. The parties agree that Contractor's coverage is primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- G. Cross-Liability Clause. A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement.
- H. Certificates of Insurance. As evidence of the insurance coverage required by the Agreement, Contractor will furnish a Certificate of Insurance to the City. No Agreement is effective until the required Certificates of Insurance have been received and approved by the City. The certificate will specify and document all provisions within this Agreement and include a copy of Additional Insured Endorsement (other than Workers' Compensation and Professional Liability). All certificates, including renewals are forwarded to: contractspurchasing@tigard-or.gov

15. TERMINATION WITHOUT CAUSE

At any time and without cause, City has the right in its sole discretion to terminate this Agreement by giving notice to Contractor. If City terminates this Agreement pursuant to this paragraph, City will pay Contractor for services rendered to the date of termination.

16. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this Agreement under paragraph (A) will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this Agreement within the time specified, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided above related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor will be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, provided, that the City may deduct the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract include those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

17. SURVIVAL

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

18. STATUTORILY REQUIRED PROVISIONS

A. Contractor will pay to the Department of Revenue all sums withheld from employees [Required by ORS 316.167].

- B.** Contractor will pay all contributions or amounts due the Industrial Accident Fund from the contractor or any subcontractor in the performance of this Agreement. [Required by ORS 279B.220(2)]
- C.** As a condition of this Agreement, Contractor will make payment promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement. [Required by ORS 279B.220 (1)]
- D.** In accordance with ORS 279B.235, the following are hereby incorporated in full by this reference:
- i. Contractor may not employ an individual for more than 10 hours in any one day, or 40 hours in any one week, except as provided by law. For contracts for personal services, as defined in ORS 279A.055, Contractor must pay employees at least time and a half pay for all overtime the employees work in excess of 40 hours in any one week, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - ii. Contractor must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - iii. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
 - iv. Contractor must comply with the pay equity provisions in ORS 652.220. Compliance is a material element of this Agreement and failure to comply will be deemed a breach that entitles City to terminate this Agreement for cause.
- E.** Contractor may not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished. [Required by ORS 279B.220 (3)]
- F.** Contractor represents and warrants that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon tax laws including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executed this Agreement or during the term of this Agreement is a default for which the City may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law. [Required by ORS 279B.045]
- G.** Contractor will promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for services. [Required by ORS 279B.230 (1)]

- H. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, Contractor is liable for the amount of the unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. [Required by ORS 279B.020 (9)]

19. MISCELLANEOUS PROVISIONS

- A. Choice of Law, Venue. The provisions of this Agreement are governed by Oregon law. Venue will be the State of Oregon Circuit Court in Washington County or the U.S. District Court for Oregon, Portland.
- B. Attorney's Fees. In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Agreement, each party is responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.
- C. Business License. Contractor must obtain, prior to the execution of any performance under this Agreement, a City of Tigard Business License. The Tigard Business License is based on a calendar year with a December 31st expiration date. New businesses operating in Tigard after June 30th of the current year will pay a pro-rated fee through the end of the calendar year.
- D. Electronic Signatures. City may use Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act. Under ORS 84.014. Contractor's consent is not required for this Agreement to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Contractor grants such consent.
- E. Retirement System. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- F. Hazardous Materials. Contractor will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and all Oregon safety and health requirements. In accordance with OSHA and Oregon OSHA Hazard Communication Rules, if any goods or services provided under this Agreement may release, or otherwise result in an exposure to, a hazardous chemical under normal conditions of use (for example, employees of a construction contractor working on-site), it is the responsibility of Contractor to provide the City with the following information: all applicable Safety Data Sheets, the identity of the chemical/s, how Contractor will inform employees about any precautions necessary, an explanation of any labeling system, and the safe work practices to prevent exposure. In addition, Contractor must label, tag, or mark such goods.

20. ACCESS TO RECORDS

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

21. AUDIT RIGHTS

The City may conduct financial and performance audits of the billings and services specified in this Agreement at any time in the course of the Agreement and during the three (3) year period established by Section 22 of this Agreement. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office. If an audit discloses that payments to Contractor exceed the amount to which the Contractor was entitled, the Contractor will repay the amount of the excess to the City.

22. FORCE MAJEURE

Neither City nor Contractor will be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the Parties so disabled will, within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification will not be the basis for a claim for additional compensation. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

23. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

24. NON-DISCRIMINATION

Contractor will comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation:

- A.** Title VI of the Civil Rights Act of 1964;
- B.** Section V of the Rehabilitation Act of 1973;
- C.** The Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 (Pub L No 101- 336); and
- D.** ORS 659A.142, including all amendments of and regulations and administrative rules, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

25. MERGER; MODIFICATION

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement will be effective unless and until it is made in writing and signed by both parties.

26. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor will comply with all applicable federal, state and local laws, rules and regulations applicable to the work in this Agreement.

27. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the Agreement and, if negotiations fail, may terminate the Agreement.

28. CONFLICT BETWEEN TERMS

Any exhibits, schedules or other attachments referenced in this Agreement are part of this Agreement. In the event of conflict between a provision in the main body of the Agreement and a provision in the exhibits, schedules or other attachments, the provisions in the main body of the Agreement will control.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their duly authorized officials. Approved by Tigard’s Local Contract Review Board on

CITY OF TIGARD	CONTRACTOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

PERSONAL SERVICES CONTRACT STANDARD INSURANCE REQUIREMENTS

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor will obtain, at Contractor's expense, and keep in effect during the term of this Agreement, comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent. This coverage must include Contractual Liability insurance for the indemnity provided under this Agreement.

Not required.

COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:

\$1,000,000/\$2,000,000

\$2,000,000/\$3,000,000

Other: \$ _____ each occurrence/aggregate for Bodily Injury and Property Damage.

ADDITIONAL INSURED ENDORSEMENT not required.

2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE. Contractor must also obtain, at Contractor's expense, and keep in effect during the term of the Agreement, commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles on an "occurrence" form.

Not required. Driving is not included in the scope of work for this Agreement and the City will not reimburse for any travel expenses.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than:

No requirement in excess of that provided for under state law.

\$2,000,000

Other: \$ _____ each accident for Bodily Injury and Property Damage.

If Contractor uses a personally-owned vehicle for business use under this Agreement, the Contractor will obtain at Contractor's expense, and keep in effect during the term of the Agreement, business automobile liability coverage for all owned vehicles on an "occurrence" form with a combined single limit, or the equivalent of not less than:

No requirement in excess of that provided for under state law.

\$2,000,000

Other: \$ _____ each accident for Bodily Injury and Property Damage.

ADDITIONAL INSURED ENDORSEMENT not required.

3. PROFESSIONAL LIABILITY INSURANCE

Not required.

PROFESSIONAL LIABILITY INSURANCE with a combined single limit, or the equivalent, of not less than:

\$1,000,000/\$3,000,000

\$2,000,000/\$4,000,000

Other: \$ 2,000,000/3,000,000 each occurrence/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.

ADDITIONAL INSURED ENDORSEMENT not required.

4. OTHER COVERAGE REQUIRED

EMPLOYEE DISHONESTY AND MONEY AND SECURITIES INSURANCE with a limit of not less than \$_____ to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for City or on behalf of City clients.

CYBER LIABILITY INSURANCE with limits of not less than \$_____ to cover first party data breach forensic examination/investigation expenses, liability for claims or losses that result from breach of security or protected data, losses for first party damage to networks or other digital assets, losses for first-party business interruption, costs of regulatory investigations, and regulatory fines and/or penalties including but not limited to PCI-DSS fines, penalties and assessment.

PHYSICAL ABUSE AND MOLESTATION INSURANCE with limits of not less than \$_____ to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.

OTHER (describe coverage and limits):

EXHIBIT B
GENERAL SCOPE OF SERVICES

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1. TASKS

2. SCHEDULE MILESTONES

3. COST/RATE ESTIMATES



City of Tigard

PUBLIC WORKS ENGINEERING DIVISION

CIP-95076 – SRTS TEMPLETON/TWALITY IMPROVEMENTS

STATEMENT OF WORK

Task 1 Project Management, Administration and Meetings

- Schedule, prepare for, conduct, and document project meetings. Meetings may be held virtually via Microsoft Teams. Anticipated meetings include:
 - Project kickoff meeting
 - Project team meetings
 - Design review meetings at design deliverable milestones
 - Miscellaneous coordination meetings
 - Weekly 30-minute Microsoft Teams meeting with City project manager following a standard agenda.
- Participate in CWS pre-application meeting to discuss stormwater requirements.
- Prepare monthly schedule updates.
- Prepare and submit monthly invoices.
- Monitor budget.
- Prepare a project design schedule using the critical path method in Microsoft Project.
- Prepare a quality assurance / quality control (QA/QC) plan for City review and approval.

Task 2 Design Survey

2.1 Establish Horizontal and Vertical Survey Control

Setup conventional and GPS control and tie existing monumentation necessary to establish the existing right-of-way, property lines and easement locations within the project limits. Run vertical control from nearest City/County bench mark. Datum will be based on the City of Tigard's datum.

2.2 Topographic Survey

- Prepare and distribute notification letters by mail to adjacent property owners within the work area. The notification letters shall include details of the project improvements. City to review notification letters before mailing.
- Call for utility locates.
- Topographic design survey will include, but not be limited to visible features, such as existing utilities, fences, lights, storm drainage and sanitary sewer structures (including measure-downs to establish accurate invert elevations of all pipes), culverts, landscaping, driveways, edge of pavement, buildings, walks/trails, signs, and striping. existing topographic features, trees, shrub clustering, utilities, etc. within the project area.
- Prepare a topographic base map with 1 foot minor and 5 feet major contour intervals.
- Base map to be prepared using AutoCAD Civil 3D. Version 18 is required.

Task 3 Design Engineering

3.1 Preliminary Design (60%)

Prepare construction plans generally at 1"=40' for full size 11"x17" plans. The design will consist of the full roadway improvements.

- Prepare a Cover Sheet with a Sheet Index.
- Prepare Roadway Cross Section details and General Notes.
- Prepare Existing Conditions and Demolition plans.
- Prepare Roadway plan/profile sheets based on the approved horizontal and vertical alignment.
- Prepare Driveway transition details including proposed grading, location of right of way, and Temporary Construction Easements (TCEs).
- Prepare Grading and Erosion Control plans.
- Prepare Retaining Walls plan/profile sheet.
- Prepare Signage and Striping plans.
- Prepare Traffic Control plans.
- Prepare typical roadway cross sections, driveway plan/profiles.
- Prepare Miscellaneous Construction Details.
- Prepare Special Provisions.
- Prepare bid item descriptions.
- Prepare a 60% Construction Cost Estimate.

3.2 Prepare 90% Drawings, Specifications and Estimate

Prepare construction plans generally at 1"=40' for full size 11"x17" plans. The design will consist of the full roadway improvements. Incorporate 60% Review comments from the City into the Preliminary Design. All design elements are set. The 90% submittal will include the detailed work to complete the design.

- Complete Cover Sheet with a Sheet Index.
- Complete Roadway Cross Sections details and General Notes.
- Complete Existing Conditions and Demolition plans.
- Complete Roadway plan/profile sheets.
- Complete Driveway Transition Detail sheets.
- Complete Grading and Erosion Control plans and Details.
- Complete Retaining Walls plan/profile sheet.
- Complete Signage and Striping plans.
- Prepare Signage and Striping Detail sheets.
- Complete Project Staging/Traffic Control plans.
- Complete Miscellaneous Construction Details.
- Complete Special Provisions.
- Complete bid item descriptions.
- Prepare 90% Construction Cost Estimate.
- Prepare a Bid Schedule.
- Modify City of Tigard General Conditions (include in special provisions).

3.3 Final Drawing and Bid Package

Finalize 100% drawings, specifications, and cost estimate. Address City comments on 90% submittal.

- Attend and respond to questions at a non-mandatory pre-bid meeting.
- Prepare up to three (3) bid addenda.
- Review and provide recommendations on bid tabulation.
- Prepare CAD file package for Contractor with explanation on how files work together.

Task 4 Public Involvement Program

The purpose of the public involvement program is to make informed decisions that consider and reflect the needs and opportunities that may be present among the communities that the project is designed to serve.

4.1 PI Plan (PIP)

- Prepare a PIP. Discuss, modify, and confirm with City the following:
 - Schedule for meetings and other deliverables associated with PI.
 - Target audience and stakeholders.
 - Desired outcome of PI.
 - Project messaging / talking points.
 - List of communications and outreach tools to engage and reach the desired audience.

4.2 PI Meetings

- Participate in the planning of and attend up to two (2) meetings, as listed below, to provide Project information and address specific questions and concerns related to the Project. PI meetings may be conducted in-person, virtually, or in a hybrid setting:
 - Project open house.
 - Advisory Committee meeting.
- Document input received from the meetings by preparing a written public involvement summary.

4.3 PI Materials

- *PI Toolkits.* Consultant will provide a toolkit of content, informational graphics, and photos for City to post on various platforms. City will use this content to create mailers, flyers, and fact sheets, as well as develop social media and website posts throughout the Project's duration. City will format, print, and mail the various informational pieces. City will maintain the stakeholder distribution/ mailing list.
- *Project website.* City will use the project website as the primary method to provide project updates, identify ways to get involved, and communicate current project status. City will create and manage this website; Consultant will provide content for the website, such as exhibits for the conceptual design, frequently asked questions, and handouts.
- *Social media engagement.* City will use its existing social media platforms and will lead overall social media management and placement of the posts. Consultant will provide content for social media posts via the PI Toolkits prior to significant PI activities and/or to raise awareness about the Project.
- *Informational graphics.* Consultant will develop graphics throughout the Project to supplement PI activities and outreach. These graphics will include:

- 60% Design milestone:
 - Project plan and profile graphic
 - Project schedule graphic
 - General project information

Task 5 Right-of-Way

Determination of right-of-way and easements needed for the project, and coordination with City staff during the acquisition process. Legal descriptions and staking of acquisition areas will be provided for completion of appraisals and negotiations.

5.1 Right-of-Way Determination

- Review the right-of-way and easements needs for the project.
- Establish the right-of-way, temporary and permanent easement locations for review by the City.

5.2 Right-of-Way Appraisals

- Consultant shall conduct up to 10 appraisals and appraisal reviews, make a right-of-way cost estimate, and negotiate up to 10 right-of-way files.
- Consultant shall set up the necessary documents, make the offers, get signatures and deliver the signed documents to the City. Prepare a project/roadway centerline description and exhibit for the City’s Resolution of Necessity.

5.3 Appraisal Staking

- Right-of-way staking for up to 10 files.
- Prepare a project/roadway centerline description and exhibit for the City’s Resolution of Necessity.

5.4 Legal Descriptions

- Establish the right-of-way, temporary and permanent easement locations for review by the City.
- Prepare a project/roadway centerline description and exhibit for the City’s Resolution of Necessity.
- Prepare parcel descriptions on required easements and right-of-way dedication on 8-1/2”x11” paper for up to 10 file.
- Descriptions to be dated and stamped by a professional land surveyor licensed in the State of Oregon.
- Descriptions for the properties will reference the last recorded deed by type of deed, owner’s name, book and page, and date recorded. This information is to be taken from the last vesting deed.
- Descriptions will reference easements as “Permanent” i.e. (Permanent Slope Easement, Permanent Public Utility Easement, Etc.) or “Temporary” i.e. (Temporary Construction Easement).

Task 6 Utility Coordination

6.1 Utility Design Coordination

- Obtain as-built maps from the utility companies.
- Field location and verification of their facilities and establishing control to prepare for potholing of utilities.
- Review of the utilities to determine possible impacts with the proposed improvements. A base map will be provided to all of the utility companies in the project area. A summary of the possible utility conflicts to be prepared and distributed to all utilities for review and their use.

6.2 Utility Potholing and Conflict Resolution

- Potholing of utilities to be completed where potential conflicts with utilities are defined following completion of the preliminary design. Consultant to coordinate the excavation of the potholes.
- Survey work included in this task involves measuring the elevations and locations of points adjacent to the potholes as needed. The pothole information will be added to the base map and provided to all utility companies. Utility conflicts with proposed roadway and drainage improvements will be identified.
- The pothole information and summary of utility conflicts to be provided to all utility companies with 1st Notification.
- Determine final resolution of conflicts and distribute to the project team and all affected utilities.
- Review the project construction and right of way acquisition schedules to determine when what/if utilities need to be relocated. The goal is to have utilities relocated in advance of the construction as much as possible.
- Communicate regularly with affected utilities to keep them on schedule as much as possible. Provide updates to the project team and on current status.

Task 7 Reports and Permitting

7.1 CWS Prescreen Application

Submit an online Pre-screen Application with 60% Design Submittal for Issuance of an SPL.

7.2 Stormwater Design

- Design drainage and water quality improvements to CWS Design and Construction Standards (R&O 19-5) for the system.
- Water quality treatment shall include investigating the use of surface water treatment.
- Conveyance system improvement design and analysis (downstream analysis) to the lesser of 1/4 mile or until additional flow from the project constitutes less than 5 percent of the total tributary drainage flow. Improvements or analysis beyond this limit is not part of this works scope.
- Prepare water quality treatment options and coordinate with City and CWS early in design. Determine preferred method of treatment.
- Incorporate drainage design into the project plan and profile sheets at 60%. The design information to be limited to main pipe sizes, lengths and locations along with indicating storm structures/inlet placement.

- Prepare preliminary plans for the water quality system.

7.3 1200-CN Erosion and Sediment Control

Consultant to prepare a DEQ 1200-CN permit application package for ground disturbance in excess of one acre. Application Package to include erosion and sediment control drawings (1200-CN Cover, ESC Plan, ESC Details). These drawings will be extracted as free-standing ESC Plans from the design deliverables for submittal with the 1200-CN Permit Application to CWS. Prepare and submit a 1200-CN Checklist with the application.

7.4 Public Facility Improvement Plan (PFI) Submittal

- Submit 2 complete sets of 90% Plans and a final Drainage Report to City of Tigard Engineering.
- Revise 90% Plans as directed for submittal to CWS for a Stormwater Connection Authorization Letter.

7.5 CWS Stormwater Connection Authorization Letter

City staff to submit revised 90% drawings, the Final Drainage Report, and 1200-CN Plans to CWS for a Stormwater Connection Authorization Letter.

7.6 Arborist Tree Assessment and Tree Removal Permit Application

Conduct one (1) site visit to assess the condition of existing trees and determine potential impacts based on the 60% Preliminary Design.

- Visually assess individual trees identified on the survey and collect inventory data including species, size, and general conditions.
- Prepare a Tree Risk Assessment spreadsheet meeting the requirements of the City of Tigard Urban Forestry Manual, Appendix 1 for the surveyed trees within the project footprint.
- Meet with the project design team to review the Conceptual Design in terms of potential tree impacts, with the focus on identifying trees that may be impacted by the project, the health of these trees, best construction practices and design alternatives to protect the trees, and recommendations for tree removal where appropriate.
- Prepare and submit a tree removal permit application to the City of Tigard Community Development Department for approval.

Task 8 Construction Administration Services

8.1 Weekly Meetings/Coordination

- Attend preconstruction meeting.
- Attend weekly meetings onsite with City PM and Contractors Superintendent.
- Review 20 submittals.
- Log and Respond to 10 RFIs, Clarifications, Change Order Requests, Work Change Directives, and Change Orders.
- Review monthly progress billings with the Contractor. Submit payment request to City PM.

8.2 Project Closeout

- Conduct walk-through with City staff and Contractor to develop punch list of closeout items. Oversee completion of the punch list.

8.3 **Record Drawings**

- Prepare record drawings showing the as constructed facilities based on construction observation, contractor provided notes, and survey verification. Survey verification to include the following:
 - Provide horizontal locations of manholes, catch basins, and inlets.
 - Provide vertical data including rims, invert elevations of pipes at manholes and cleanouts.
 - Provide finish manhole diagrams (including pipe locations, steps, and bench).
 - Provide location of any infrastructure abandoned in place.
 - Provide drawings in PDF format and AutoCAD format.

Preliminary Project Milestone Schedule:

Consultant Solicitation (QBS-RFP):	May 2023 through July 2023
Council Award	August 2023
Signed Contract:	September 2023

- Survey Notification Letter: September 2023
- Field Survey Work: September 2023 through October 2023
- 60% Design: October 2023 through December 2023
- 90% Design: January 2024 through February 2024
- Final Plans, Specifications & Estimate: March 2024

Project Web Page (Conceptual Design through Construction):

September 2023 through October 2024

PERMITTING

- February 2024 through October 2024

RIGHT OF WAY ACQUISITION PROCESS

- Right of way acquisitions and Temporary Construction Easements: (December 2023 through June 2024)

BID PROCESS

- March 2024 through June 2024

CONSTRUCTION

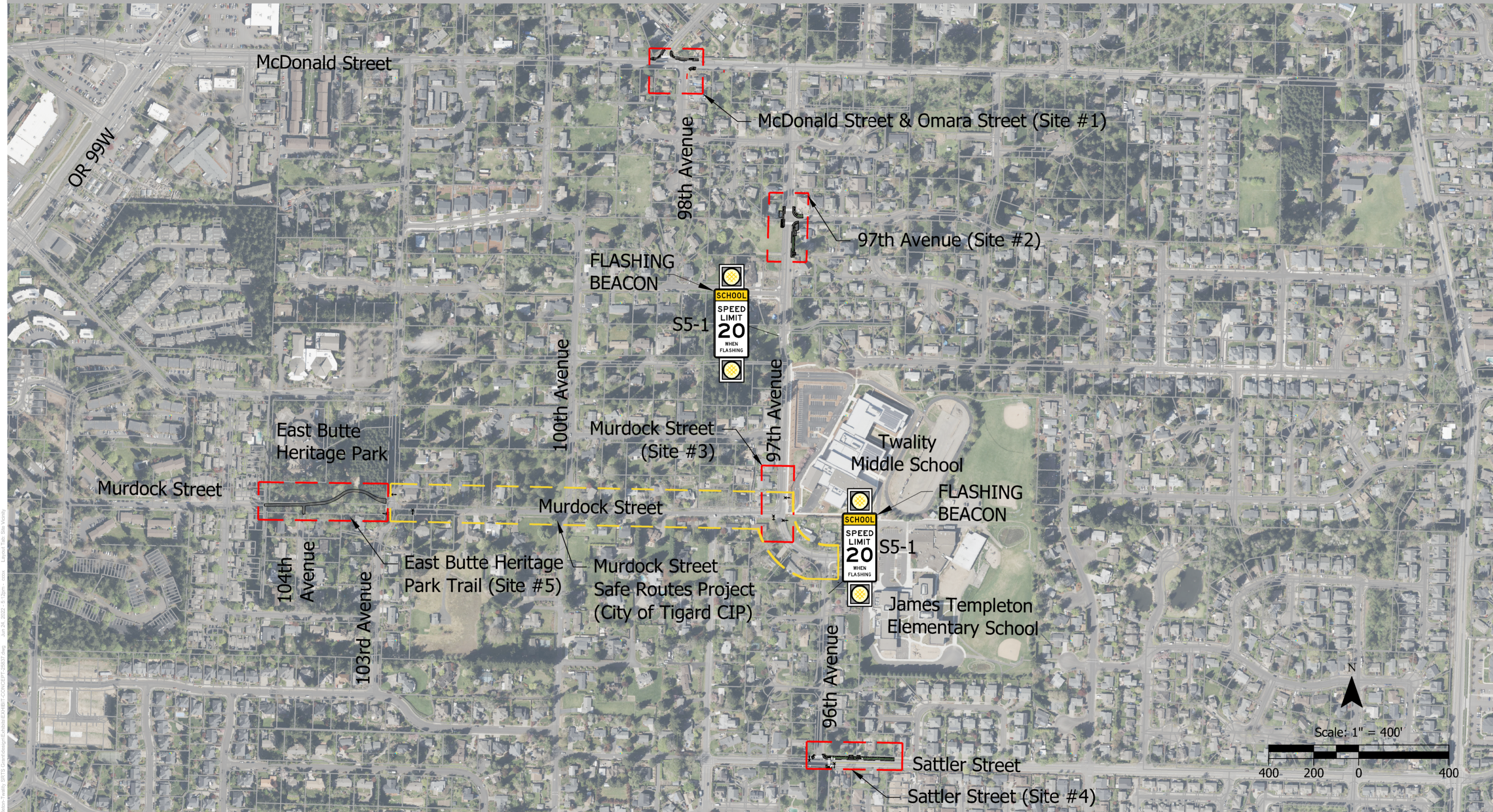
- Construction Timeline: June 2024 through October 2024

ATTACHMENT E

TEMPLETON-TWALITY SRTS GRANT CONCEPTUAL DESIGN

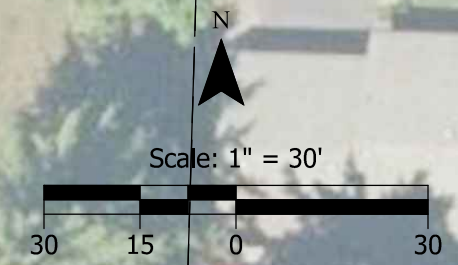
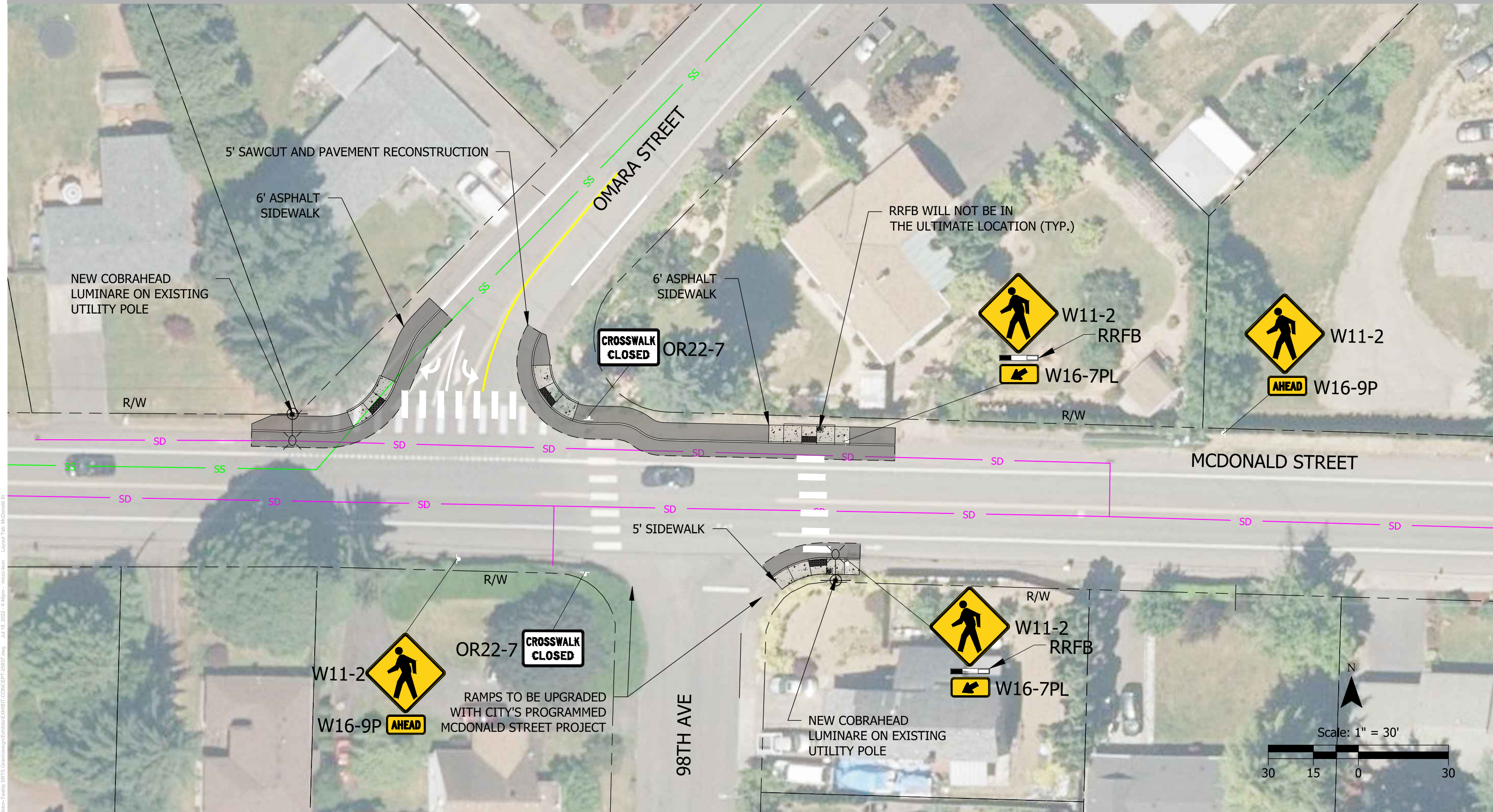
Site Vicinity Map

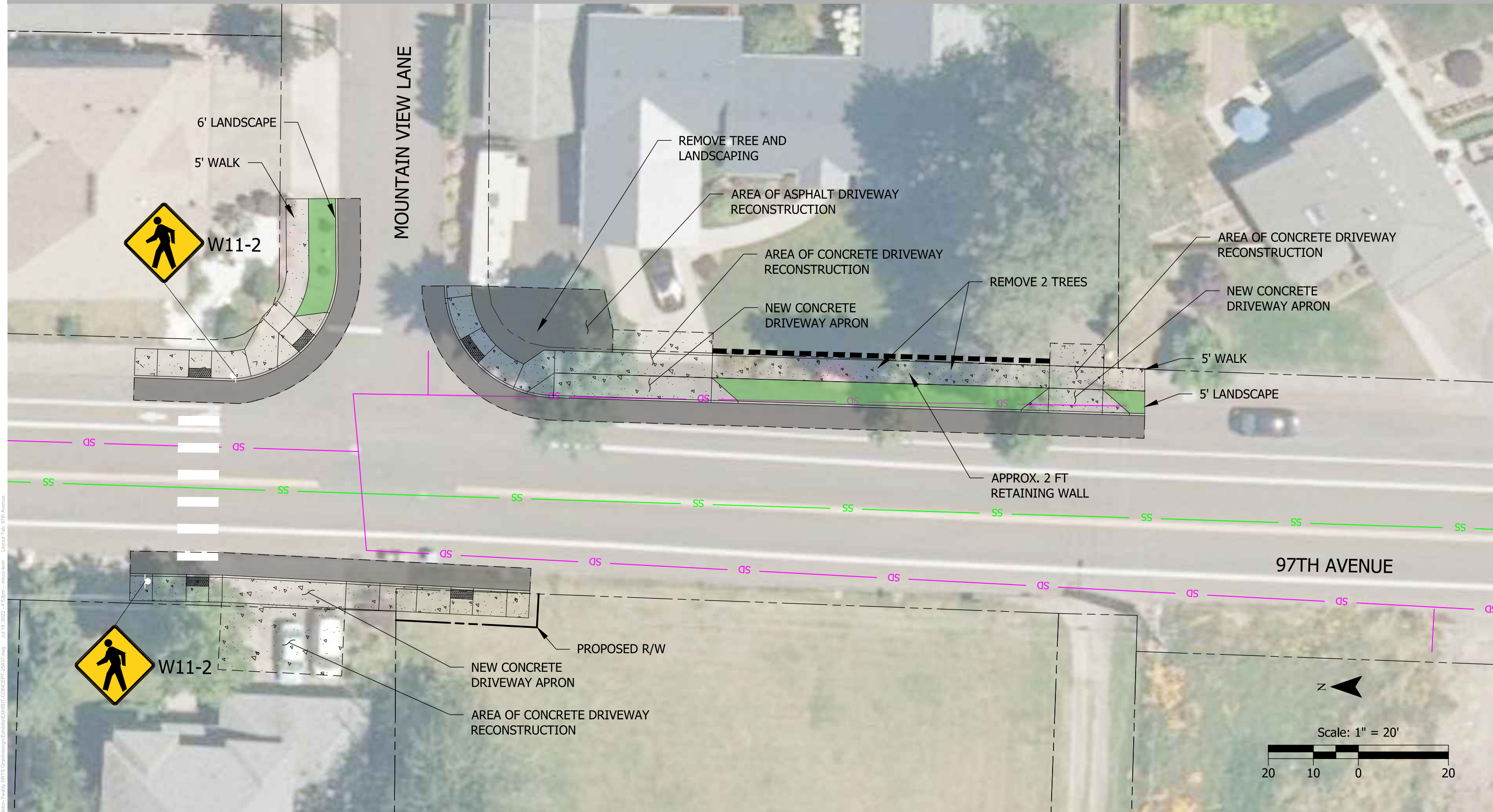
Preliminary Design Subject to Change
Date: June 24, 2022



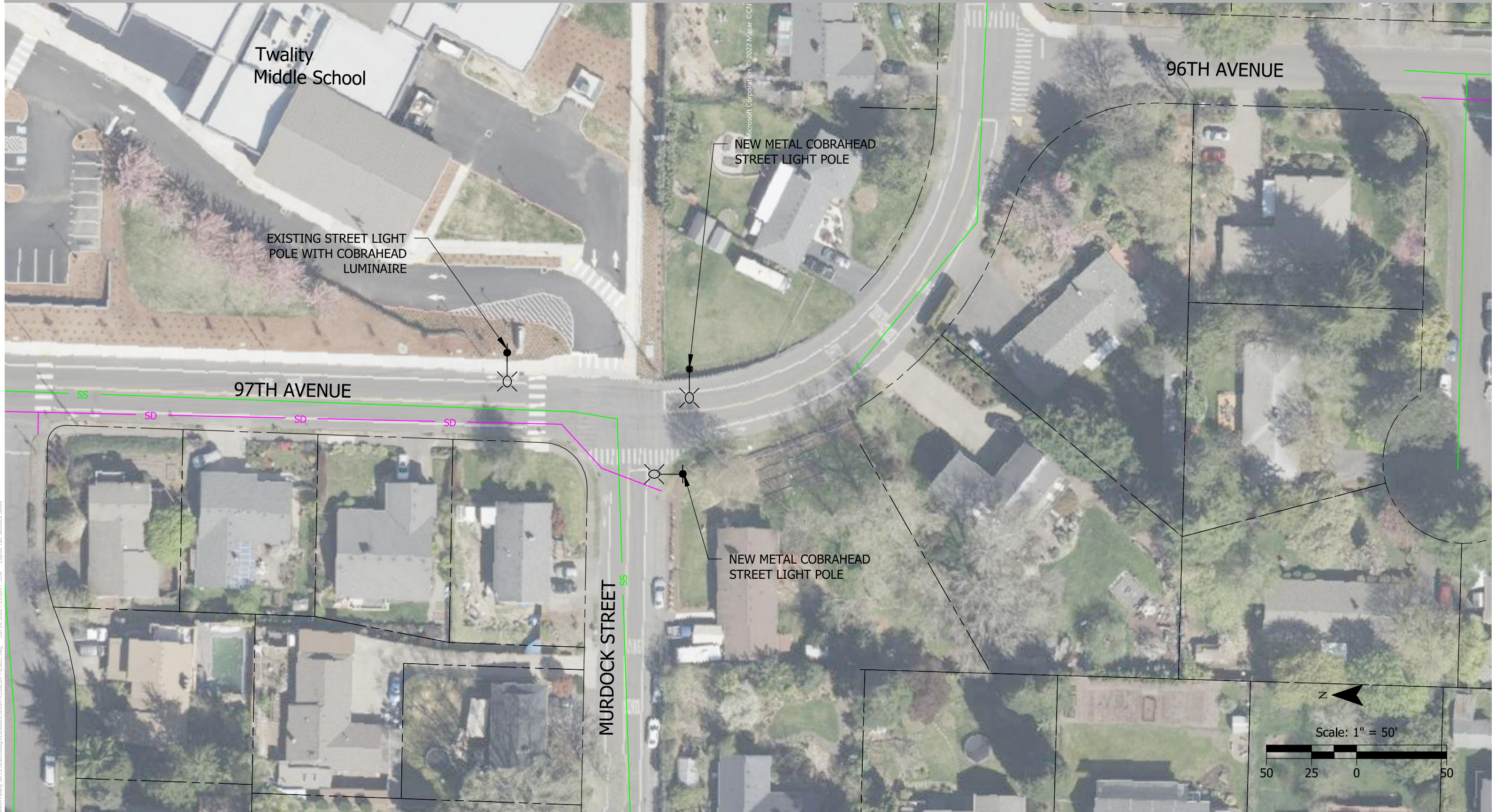
McDonald Street & Omara Street

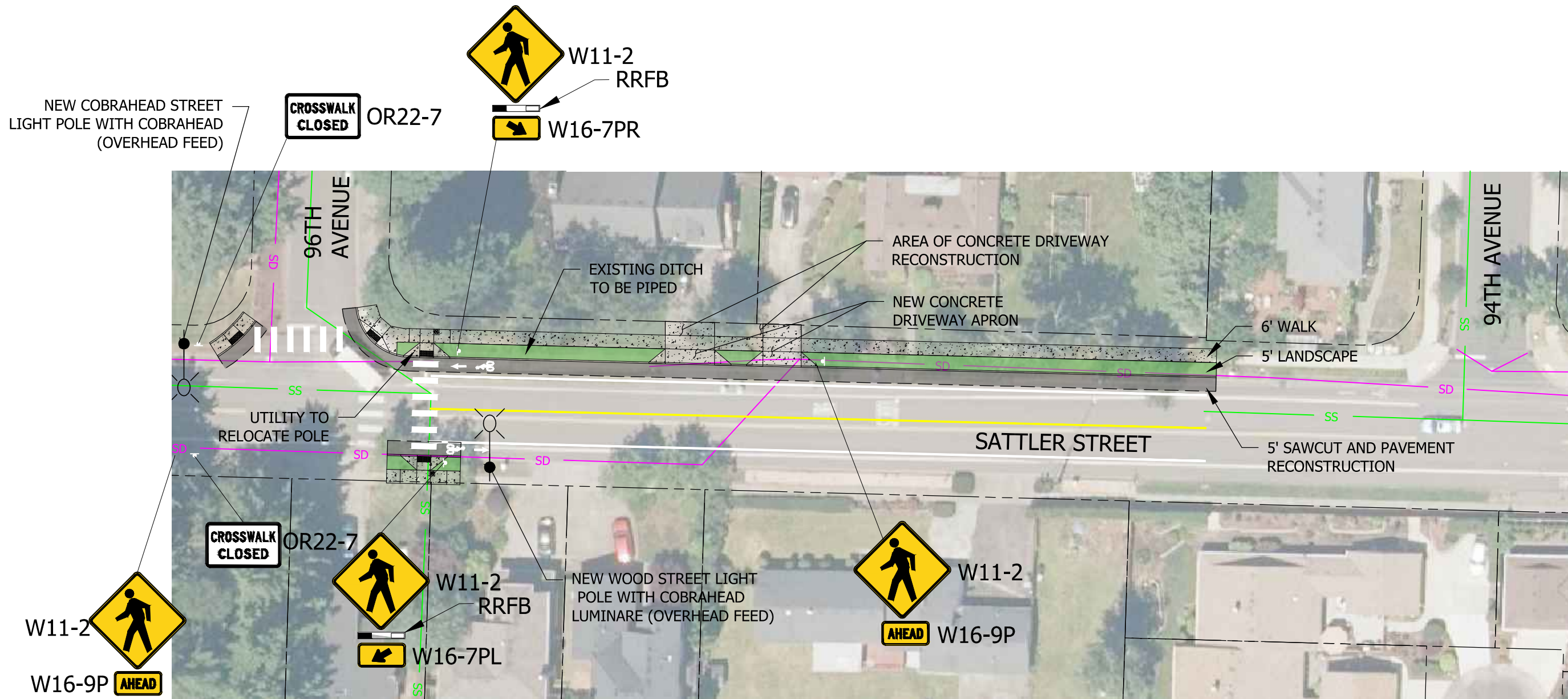
Preliminary Design Subject to Change
Date: June 24, 2022



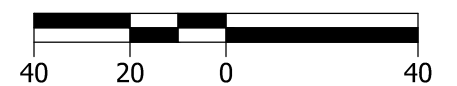


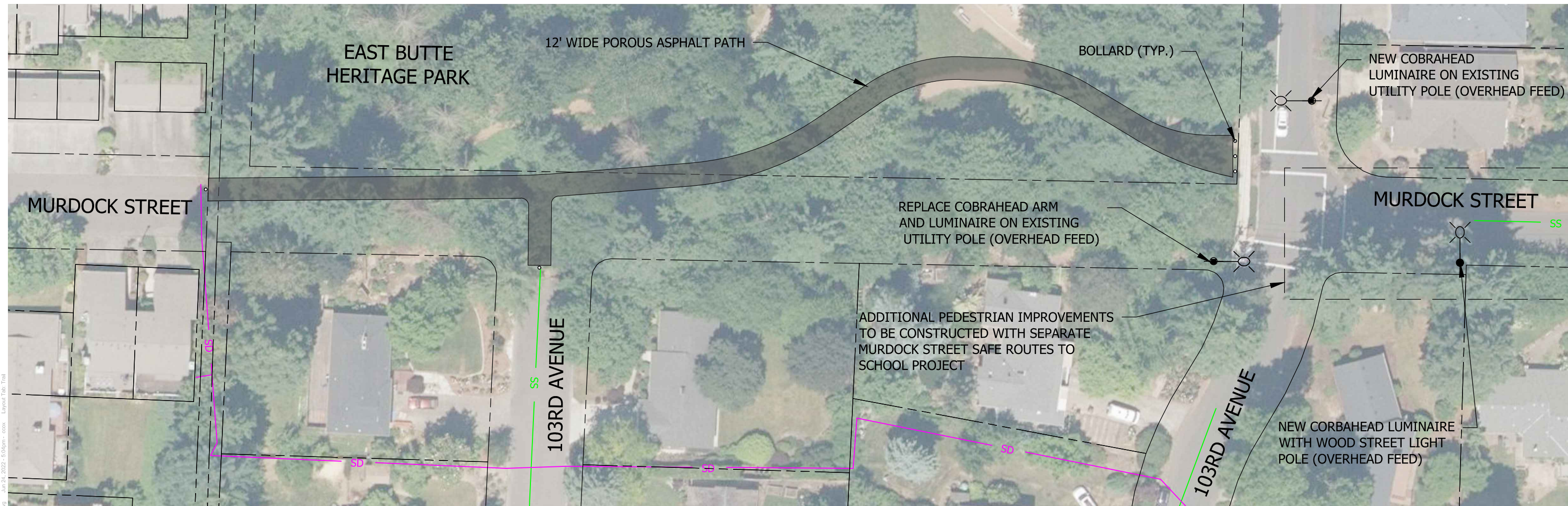
H:\0528307 - Tigard On-Call\0015 - Templeton-Twality Safe Routes to School\0015-CONCEPT-28307.dwg Jul 18, 2022 4:45pm - mmusick





Scale: 1" = 40'





Scale: 1" = 50'



H:\2022\2837 - Tigard On-Call\005 - Templeton-Twality SRTS Grant\design\Exhibit\EXHIBIT-CONCEPT-2837.dwg Jun 24, 2022 - 5:04pm - cox Layout Tab: Trail

ATTACHMENT F

TEMPLETON-TWALITY SRTS GRANT CONCEPTUAL ESTIMATE

Templeton-Twality Safe Routes to School Grant
Combined Cost Estimates
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon				Date: 07/07/2022		
Reviewed By: Nicholas Polenske, PE						
	PROJECTS					
WORK TASK	MCDONALD/O MARA	97TH AVE	MURDOCK ST	SATTLER ST	EAST BUTTE PARK TRAIL	TASK SUBTOTALS
Preliminary Engineering/Design Costs	\$26,609.00	\$37,485.00	\$10,800.00	\$46,116.00	\$18,162.00	\$139,172
Right-of-Way Costs	\$0.00	\$4,086.00	\$0.00	\$0.00	\$0.00	\$4,086
Utility Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Construction Costs	\$195,787.00	\$275,417.00	\$79,200.00	\$338,326.00	\$133,921.00	\$1,022,651
Other Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
30% Contingency	\$66,720.00	\$95,100.00	\$27,000.00	\$115,340.00	\$45,630.00	\$349,790
Project Subtotals	\$289,116	\$412,088	\$117,000	\$499,782	\$197,713	
TOTAL COMBINED CONSTRUCTION COST						\$1,515,699
PRICE ESCALATION						
Annual Price Escalation (2 years at 5% per year)						\$151,569.90
PRICE ESCALATION SUBTOTAL						\$ 151,570
2024 TOTAL ESTIMATED PROJECT COST						\$1,667,270

Templeton-Twality Safe Routes to School Grant
McDonald St & Omara St
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon Date: 06/22/2022

Reviewed By: Nicholas Polenske, PE

This Estimate has a Rating of: **3C** (See rating scale guide below.)

ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
Mobilization	LS	ALL	\$16,000.00	\$16,000.00
Traffic Control	LS	ALL	\$8,000.00	\$8,000.00
Erosion Control	LS	ALL	\$2,000.00	\$2,000.00
Removal of Structures and Obstructions	LS	ALL	\$4,000.00	\$4,000.00
Clearing and Grubbing	LS	ALL	\$3,000.00	\$3,000.00
General Earthworks	CY	170	\$50.00	\$8,500.00
Asphalt Roadway - Full Depth	SF	1,344	\$13.60	\$18,278.40
Asphalt Sidewalk	SF	793	\$6.80	\$5,392.40
Subgrade Geotextile	SY	150	\$1.00	\$150.00
Concrete Curbs - Standard Curb & Gutter	LF	250	\$67.50	\$16,875.00
Concrete Walks	SF	450	\$16.00	\$7,200.00
Detectable Warnings	EA	4	\$500.00	\$2,000.00
Extra for Pedestrian Ramps	EA	4	\$1,500.00	\$6,000.00
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$23,000.00	\$23,000.00
Pavement Markings, Complete	LS	ALL	\$2,000.00	\$2,000.00
Signage, Complete	LS	ALL	\$1,000.00	\$1,000.00
Cobrahead Street Light Arm and Luminaire	EA	2	\$2,000.00	\$4,000.00
Flashing Beacon Installation, RRFB at McDonald & 98th	LS	ALL	\$50,000.00	\$50,000.00
TOTAL CONSTRUCTION COST				\$ 177,396
ADDITIONAL COSTS				
Engineering & Construction Management (25% of Construction)	LS	ALL	\$45,000.00	\$45,000.00
Right-of-Way Acquisition	SF	0	\$18.00	\$0.00
ADDITIONAL COSTS SUBTOTAL				\$ 45,000
TOTAL PROJECT SUBTOTAL				\$ 222,396
30% Contingency				\$ 66,720
2022 TOTAL ESTIMATED PROJECT COST				\$ 289,116
PRICE ESCALATION				
Annual Price Escalation	YEARS	2	5%	\$28,911.58
PRICE ESCALATION SUBTOTAL				\$ 28,912
2024 TOTAL ESTIMATED PROJECT COST				\$ 318,030

Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Templeton-Twality Safe Routes to School Grant
McDonald St & Omara St
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon	Date: 06/22/2022
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Reviewed By: Nicholas Polenske, PE	
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This Estimate has a Rating of:	3C (See rating scale guide below.)
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ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
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Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

Templeton-Twality Safe Routes to School Grant
97th Avenue
City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon Date: 06/22/2022

Reviewed By: Nicholas Polenske, PE

This Estimate has a Rating of: **3C** (See rating scale guide below.)

ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
Mobilization	LS	ALL	\$22,000.00	\$22,000.00
Traffic Control	LS	ALL	\$11,000.00	\$11,000.00
Erosion Control	LS	ALL	\$3,000.00	\$3,000.00
Removal of Structures and Obstructions	LS	ALL	\$5,000.00	\$5,000.00
Clearing and Grubbing	LS	ALL	\$5,000.00	\$5,000.00
General Earthworks	CY	280	\$50.00	\$14,000.00
Asphalt Roadway - Full Depth	SF	1,709	\$11.20	\$19,140.80
Subgrade Geotextile	SY	190	\$1.00	\$190.00
Asphalt Driveways	SF	475	\$4.70	\$2,232.50
Concrete Curbs - Standard Curb & Gutter	LF	334	\$67.50	\$22,545.00
Concrete Walks	SF	1,311	\$16.00	\$20,976.00
Concrete Driveways	SF	739	\$23.00	\$16,997.00
Detectable Warnings	EA	5	\$500.00	\$2,500.00
Extra for Pedestrian Ramps	EA	5	\$1,500.00	\$7,500.00
Retaining Walls, Gravity	SF	150	\$75.00	\$11,250.00
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$38,000.00	\$38,000.00
Permanent Landscaping	SF	533	\$4.20	\$2,238.60
Irrigation, Complete	SF	533	\$2.50	\$1,332.50
Pavement Markings, Complete	LS	ALL	\$3,000.00	\$3,000.00
Signage, Complete	LS	ALL	\$2,000.00	\$2,000.00
School Zone Flasher	LS	ALL	\$40,000.00	\$40,000.00

TOTAL CONSTRUCTION COST \$ 249,902

ADDITIONAL COSTS

Engineering & Construction Management (25% of Construction)	LS	ALL	\$63,000.00	\$63,000.00
Right-of-Way Acquisition	SF	227	\$18.00	\$4,086.00

ADDITIONAL COSTS SUBTOTAL \$ 67,086

TOTAL PROJECT SUBTOTAL \$ 316,988

30% Contingency \$ 95,100

2022 TOTAL ESTIMATED PROJECT COST \$ 412,088

PRICE ESCALATION

Annual Price Escalation	YEARS	2	5%	\$41,208.84
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PRICE ESCALATION SUBTOTAL \$ 41,209

2024 TOTAL ESTIMATED PROJECT COST \$ 453,300

Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Templeton-Twality Safe Routes to School Grant
97th Avenue
City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon	Date: 06/22/2022
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Reviewed By: Nicholas Polenske, PE	
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This Estimate has a Rating of:	3C (See rating scale guide below.)
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ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
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Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

Templeton-Twality Safe Routes to School Grant
Murdock Street
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon			Date: 07/06/2022		
Reviewed By: Nicholas Polenske, PE					
This Estimate has a Rating of:			3C (See rating scale guide below.)		
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	
Mobilization	LS	ALL	\$7,000.00	\$7,000.00	
Traffic Control	LS	ALL	\$4,000.00	\$4,000.00	
Pole Foundations	EA	2	\$1,500.00	\$3,000.00	
Metal Cobrahead Street Light Pole	EA	2	\$5,000.00	\$10,000.00	
Luminaire	EA	2	\$1,500.00	\$3,000.00	
Switching, Conduit, and Wiring	LS	ALL	\$5,000.00	\$5,000.00	
School Zone Flasher	LS	ALL	\$40,000.00	\$40,000.00	
TOTAL CONSTRUCTION COST				\$	72,000
ADDITIONAL COSTS					
Engineering & Construction Management (25% of Construction)	LS	ALL	\$18,000.00	\$18,000.00	
Right-of-Way Acquisition	SF	0	\$18.00	\$0.00	
ADDITIONAL COSTS SUBTOTAL				\$	18,000
TOTAL PROJECT SUBTOTAL				\$	90,000
30% Contingency				\$	27,000
2022 TOTAL ESTIMATED PROJECT COST				\$	117,000
PRICE ESCALATION					
Annual Price Escalation	YEARS	2	5%	\$11,700.00	
PRICE ESCALATION SUBTOTAL				\$	11,700
2024 TOTAL ESTIMATED PROJECT COST				\$	128,700

Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

Templeton-Twality Safe Routes to School Grant
Sattler Street
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon			Date: 06/22/2022	
Reviewed By: Nicholas Polenske, PE				
This Estimate has a Rating of:			3C (See rating scale guide below.)	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
Mobilization	LS	ALL	\$27,000.00	\$27,000.00
Traffic Control	LS	ALL	\$14,000.00	\$14,000.00
Erosion Control	LS	ALL	\$3,000.00	\$3,000.00
Removal of Structures and Obstructions	LS	ALL	\$6,000.00	\$6,000.00
Clearing and Grubbing	LS	ALL	\$6,000.00	\$6,000.00
General Earthworks	CY	310	\$50.00	\$15,500.00
Asphalt Roadway - Full Depth	SF	1,872	\$11.20	\$20,962.03
Subgrade Geotextile	SY	208	\$1.00	\$208.00
Concrete Curbs - Standard Curb & Gutter	LF	370	\$67.50	\$24,958.13
Concrete Walks	SF	1,815	\$16.00	\$29,040.00
Concrete Driveways	SF	568	\$23.00	\$13,064.00
Detectable Warnings	EA	4	\$500.00	\$2,000.00
Extra for Pedestrian Ramps	EA	4	\$1,500.00	\$6,000.00
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$62,000.00	\$62,000.00
Permanent Landscaping	SF	1,300	\$4.20	\$5,460.00
Irrigation, Complete	SF	1,300	\$2.50	\$3,250.00
Pavement Markings, Complete	LS	ALL	\$3,000.00	\$3,000.00
Wood Street Light Pole	EA	2	\$5,000.00	\$10,000.00
Cobrahead Street Light Arm and Luminaire	EA	2	\$2,000.00	\$4,000.00
Signage, Complete	LS	ALL	\$2,000.00	\$2,000.00
Flashing Beacon Installation,RRFB	LS	ALL	\$50,000.00	\$50,000.00
TOTAL CONSTRUCTION COST				\$ 307,442
ADDITIONAL COSTS				
Engineering & Construction Management (25% of Construction)	LS	ALL	\$77,000.00	\$77,000.00
Right-of-Way Acquisition	SF	0	\$18.00	\$0.00
ADDITIONAL COSTS SUBTOTAL				\$ 77,000
TOTAL PROJECT SUBTOTAL				\$ 384,442
30% Contingency				\$ 115,340
2022 TOTAL ESTIMATED PROJECT COST				\$ 499,782
PRICE ESCALATION				
Annual Price Escalation	YEARS	2	5%	\$49,978.22
PRICE ESCALATION SUBTOTAL				\$ 49,978
2024 TOTAL ESTIMATED PROJECT COST				\$ 549,770

Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Templeton-Twality Safe Routes to School Grant
Sattler Street
 City of Tigard



Engineer's Conceptual Estimate

<i>Prepared By: Caleb Cox, PE, Michael Ruiz-Leon</i>	<i>Date: 06/22/2022</i>
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<i>Reviewed By: Nicholas Polenske, PE</i>	
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<i>This Estimate has a Rating of:</i>	3C <i>(See rating scale guide below.)</i>
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ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
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Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.

Templeton-Twality Safe Routes to School Grant
East Butte Park Multi-Use Path
 City of Tigard



Engineer's Conceptual Estimate

Prepared By: Caleb Cox, PE, Michael Ruiz-Leon			Date: 06/22/2022		
Reviewed By: Nicholas Polenske, PE					
This Estimate has a Rating of:			3C (See rating scale guide below.)		
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	
Mobilization	LS	ALL	\$11,000.00	\$11,000.00	
Traffic Control	LS	ALL	\$6,000.00	\$6,000.00	
Erosion Control	LS	ALL	\$3,000.00	\$3,000.00	
Removal of Structures and Obstructions	LS	ALL	\$3,000.00	\$3,000.00	
Clearing and Grubbing	LS	ALL	\$2,000.00	\$2,000.00	
General Earthworks	CY	280	\$50.00	\$14,000.00	
Porous Asphalt Concrete	SF	7,387	\$5.90	\$43,583.30	
Wood Street Light Pole	EA	1	\$4,000.00	\$4,000.00	
Cobrahead Street Light Arm and Luminaire	EA	2	\$2,000.00	\$4,000.00	
Bollards	EA	5	\$1,300.00	\$6,500.00	
Storm Water System & Water Quality Treatment, Complete	LS	ALL	\$21,000.00	\$21,000.00	
Pavement Markings, Complete	LS	ALL	\$2,000.00	\$2,000.00	
Signage, Complete	LS	ALL	\$1,000.00	\$1,000.00	
TOTAL CONSTRUCTION COST				\$	121,083
ADDITIONAL COSTS					
Engineering & Construction Management (25% of Construction)	LS	ALL	\$31,000.00	\$31,000.00	
Right-of-Way Acquisition	SF	0	\$18.00	\$0.00	
ADDITIONAL COSTS SUBTOTAL				\$	31,000
TOTAL PROJECT SUBTOTAL				\$	152,083
30% Contingency				\$	45,630
2022 TOTAL ESTIMATED PROJECT COST				\$	197,713
PRICE ESCALATION					
Annual Price Escalation	YEARS	2	5%	\$19,771.33	
PRICE ESCALATION SUBTOTAL				\$	19,771
2024 TOTAL ESTIMATED PROJECT COST				\$	217,490

Unit Costs Note:

The associated product and material costs are based upon the most recent available cost data. Due to the current volatility of the construction market, we cannot guarantee these costs for any duration of time.

Scope Accuracy:

Level 1: Project scope well understood and well defined.

Level 2: Project scope conceptual. Scope lacks detail due to potential permit requirements; Unknown project conditions; limited knowledge of external impacts.

Level 3: Project scope is a "vision" with limited detail.

Engineering Effort:

Level A: Preliminary engineering performed. Technical information is available, engineering calculations have been performed; clear understanding of the materials size and quantities needed to execute job. Schedule understood; staff and permitting is fairly clear, (however this element may still need refining). Project Development & Construction Contingencies ranges between 10%-20%.

Level B: Conceptual engineering performed. Technical information is available, rough engineering calculations may have been performed, or similar information from previous similar work is compared and used. Project Development Contingencies ranges between 15% to 25% and Construction Contingencies ranges between 20% to 30%.

Level C: No engineering performed. Educated guesstimating. Limited technical information available and/or analysis performed. Project Development and Construction Contingencies should be selected appropriately by Project Manager. Contingency may range up to 50%.