

RESOLUTION NO. 5290-16

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH WALLIS ENGINEERING PLLC FOR DEVELOPMENT OF THE GARDEN CORNERS CURVES CONCEPTUAL DESIGN STUDY

WHEREAS, the Request for Proposals was advertised in the Daily Journal of Commerce on March 28, 2016; and

WHEREAS, four proposals were received on April 25, 2016 and subsequently evaluated on a qualifications basis; and

WHEREAS, a Notice of Intent to Award was issued to Wallis Engineering, PLLC on June 1, 2016; and

WHEREAS, City staff entered into and completed negotiations with Wallis Engineering, PLLC on the scope of work and fee estimate for a time and materials contract; and

WHEREAS, the procurement complies with the City's public contracting requirements; and

WHEREAS, this project is identified in the 2016/2017 Capital Improvement Program; and

WHEREAS, funds are available for this project in the 2016/2017 BUDGET in the Gas Tax Fund;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

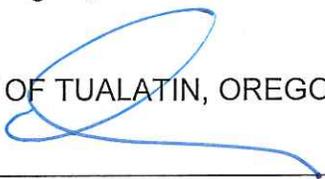
Section 1. The City Manager is authorized to execute a Professional Service Agreement with Wallis Engineering, PLLC, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to approve changes to contract scope and not to exceed contract amount.

Section 3. This resolution is effective upon adoption.

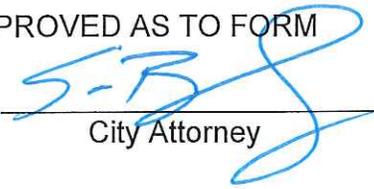
Adopted by the City Council this 8th day of August, 2016.

CITY OF TUALATIN, OREGON

BY 

Mayor

APPROVED AS TO FORM

BY 

City Attorney

ATTEST:

BY 

City Recorder

CITY OF TUALATIN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Wallis Engineering, PLLC ("Contractor").

Section 1. Contract Documents. The Contract Documents, which together form the complete Agreement between the parties, consists of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; and (iii) the attached Scope of Work (Exhibit A); (iv) the attached hourly rate schedule (Exhibit B); (v) the invitation to bid/propose; (vi) the Tualatin Public Works Design Standards; and (vii) Contractor's bid/response. To the extent there is any conflict between the Contract Documents, the conflict is resolved by the order of precedence above. There are no other Contract Documents other than those listed.

Section 2. Work.

- A. **Completion.** Contractor must complete all Work that is generally described as set forth in Exhibit A, which is incorporated into this Agreement as if fully set forth.
- B. **Authenticity by Contractor.** All written documents, drawings, and plans submitted by Contractor in completing the Work must be stamped with the engineer, land surveyor, architect, or design professional's professional stamp and bear that professional's signature or initials.
- C. **Qualified Professionals.** All Work must be performed by qualified engineers and other professionals that are properly licensed under the laws of the State of Oregon.
- D. **City Standards.** All design work must be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. **Solely Responsible.** Contractor is solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.
- F. **Sufficient Plans.** Contractor warrants that the Agreement specifications and plans, if any, prepared by Contractor will be adequate and sufficient to accomplish the purposes of the project and that review or approval by the owner of the plans and specifications does not diminish the warranty of adequacy.
- G. **Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.
- H. **Subsurface Investigations.** City acknowledges Contractor makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.
- I. **Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- J. **Additional Work.** If City requests. Contractors to provide additional services not included in the Work described on Exhibit A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work will not exceed Contractor's hourly rate as agreed to in Exhibit A. No compensation for additional services will be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. Effective Date. The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the date of the last signature is the Effective Date.

Section 4. Time is of the Essence. Contractor agrees that time is of the essence under this Agreement.

Section 5. Standard of Care. In the performance of its professional or technical services, Contractor must use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. Contractor will reperform any services not meeting this standard without additional compensation. Contractor's reperformance of any services, even if done at City's request, will not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care or this Agreement.

Section 6. Duty to Inform. If during the performance of this Agreement or in the future, Contractor becomes aware of actual or potential problems, faults, or defects in the projects, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Contractor must give prompt written notice to City's Project Manager.

Section 7. Independent Contractor; Responsibility for Taxes and Withholding.

- A. **Independent Contractor.** Contractor will perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. **Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. **Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 8. Subcontracting. Except for those subcontracts identified in Exhibit A, Contractor's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent. Any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement. All subcontracts for services must be issued under written agreements that include all provisions required under Oregon Public Contracting law. Upon request by the City, Contractor must provide City a copy of all agreements with subcontractors who are performing work under this Agreement.

Section 9. Agreement Price.

- A. **Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Exhibit B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. **Maximum Fee.** In no event will City pay Contractor a price not to exceed \$195,789.00, which is inclusive of all hours necessary to complete the Work.

Section 10. City Funds for Payment. (Check One Below)

- City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- Contractor understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 11. Payment Process.

- A. **Invoices.** Contractor must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Contractor and the specific Work or portions of the Work performed.
- B. **Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Contractor and itemized on Contractor's invoice for services.

- C. **Payment for Services.** City will pay Contractor for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 12. Contractor's Representations.

- A. In order to induce City to enter into this Agreement Contractor makes the following representations and warranties:
- (i) Contractor has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (iii) Contractor has examined and carefully studied all Contract Documents and the other related data identified in the Contract Documents;
 - (iv) Contractor has become familiar with all conditions that may affect cost, progress, and performance of the Work;
 - (v) Contractor has the skill and knowledge possessed by well informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - (vi) Contractor must, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (vii) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- B. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Section 13. Suspension of Work. The City may suspend work by causing a written "stop work order" to be sent to Contractor as provided in the notice provisions of this Agreement and documenting the reasons for stopping the work. Contractor must stop all work upon receiving the "stop work order."

Section 14. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. **Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. **Notice by Mail.** Notice given by mail must be by postage prepaid, to Contractor or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. **Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. **Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

1. **City's Project Manager: Dominique Huffman, Project Engineer, 18880 SW Martinazzi Ave Tualatin OR 97062-7092, Phone: 503-691-3036, Fax: 503-692-0147, dhuffman@ci.tualatin.or.us**
2. **Contractor's Project Manager: David Brokaw, PE, Project Manager, 215 W. 4th Street, Suite 200,**

Section 15. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City is responsible for providing the following:

- A. **Timely Response.** City will respond in a timely manner to all properly submitted requests from Contractor.
- B. **Cooperation.** City will cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 16. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 17. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 18. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 19. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.

Section 20. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 21. Ownership of Intellectual Property.

- A. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Contractor agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. If the Work Product is the property of the Contractor-Architect, by execution of this Agreement, the Contractor-Architect grants to City an exclusive and irrevocable license to use the Work Product.
- B. **Contractor Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Contractor are and will remain the exclusive property of Contractor. Notwithstanding the foregoing, Contractor hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on City's behalf.

- C. **Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 22. Records Maintenance; Access. Contractor must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance, for a minimum of three (3) years following final payment or termination of this Agreement. City may have access to all, documents, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts.

Section 23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 24. Nondiscrimination; Compliance with Applicable Law. Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.

Section 25. Public Contracting Requirements. Contractor must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Contractor's compliance.

Section 26. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 27. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 28. Use of Recycled Products. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 29. Force Majeure. Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively. Contractor must make all reasonable efforts to remove or eliminate such a cause of delay or default and must diligently pursue performance of its obligations under this Contract.

Section 30. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 31. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 32. Indemnification.

- A. **General Indemnity.** Contractor must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

Notwithstanding the foregoing, Contractor's indemnity and defense obligations arising out of professional errors and omissions is provided to the extent caused by Contractor's negligent acts, errors, or omissions.

- B. Control of Defense and Settlement.** Contractor will have control of the defense and settlement of any claim that is subject to this Section; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor will Contractor settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Contractor is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 33. Insurance. Contractor must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon and certified as a true copy by an authorized representative of the issuing company or a certificate in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. Unless specifically set forth on Exhibit A, insurance and related costs must be borne by Contractor. All policies must be written on an "occurrence basis," except for Contractor's Professional Liability Insurance which may be written on a "claims made" basis, and maintained in full force for not less than three (3) years following Contractor's performance under this Agreement. All policies must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. Excepting professional liability and worker's compensation coverage, all policies must provide an endorsement naming the City, its officers, employees, and agents as additional insureds. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Contractor to proceed with work; pay an insurance carrier (either Contractor's or a substitute) the premium amount and withhold the amount from payment to Contractor; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employees, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- E. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 34. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.
- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- (i) Termination of this Agreement;

- (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor is entitled to the same remedies as if this Agreement was terminated.

C. Default by City. City is in default under this Agreement if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

D. Contractor's Remedies for City's Default. In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor must pay immediately any excess to City upon written demand provided.

E. Termination by City. At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Contractor;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) Immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work

Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

- H. **City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

Section 35. Dispute Resolution.

- A. **Process.** If Contractor is not in agreement with a decision of the City under this Agreement, Contractor must comply with the following process:
- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
 - (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
 - (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.
- B. **Exhaustion of Remedies.** If Contractor is not in agreement with the written decision of Public Works Director, Contractor will only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.
- C. **Complaint.** Any claim that cannot be resolved between the parties as set forth in this Section shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

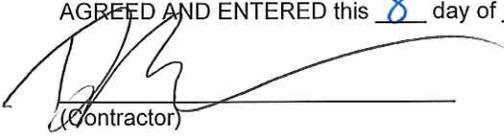
Section 36. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 37. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 38. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 39. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED AND ENTERED this 8 day of August, 2016



(Contractor)

By David Brokaw
Title Project Manager
Address 215 W. 4th Street, Suite 200
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Telephone 360-852-9153

91-1944973
Contractor's Federal ID Number

By 

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APPROVED AS TO LEGAL FORM



City Attorney

WALLIS ENGINEERING
EXHIBIT A – SCOPE OF WORK
CITY OF TUALATIN GARDEN CORNER CURVE CONCEPT STUDY
July 2016
WE #1427A

GENERAL SCOPE OF PROJECT

The SW 105th Avenue, SW Blake Street, SW108th Avenue corridor (hereinafter referred to as Garden Corner Curve) is a narrow, constrained roadway with sight distance issues and limited pedestrian and cyclist facilities. The corridor is located adjacent to steep slopes and within environmentally-sensitive lands. The goal of this project is to develop conceptual solutions that balance cost, safety for all users, stakeholder desires, environmental impacts, and right-of-way. A Concept Study will be prepared, evaluating and recommending solutions. It will have the following objectives:

- Conducting public involvement and outreach to solicit input for the study.
- Providing a methodology to evaluate the developed alternatives, including cost estimates and implementation schedules.
- Identifying opportunities to phase interim improvements.
- Identifying final buildout design alternatives that improve safety and mobility for all users through the corridor.
- Coordinating with the City to rank the alternatives and provide a recommendation.

SPECIFIC SCOPE OF WORK

Task 1 Project Initiation

Task 1 Objective: Provide project management and administration for work associated with each project. This task includes technical and financial management of the project.

Task 1 Approach:

1.1 Project Kickoff Meeting. The consultant will meet with City staff and stakeholders' representatives to introduce the project, identify contacts and roles, discuss objectives, and decision points. An agenda and meeting summary will be provided.

1.2 Project Management. Prepare and implement a Project Management Plan (PMP) to define and provide project management, schedule, coordination, and direction to the City staff and design team to successfully complete the project. Confirm the goals, objectives and potential impacts of the project with the City project manager. Establish quality control management and procedures and designate responsibility for all technical work and deliverables. Implementation of the PMP will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- Schedule and participate in bi-weekly coordination conference calls with the City Project Manager and other staff at their request.
- Provide maintenance of a comprehensive Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, and utilities.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming

scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

1.3 Public Engagement Plan. Alta will coordinate with Wallis and the City to prepare a Public Engagement Plan to identify project stakeholders and define the timeframes and approach to engagement. A meeting will be held to jointly develop and refine the Public Engagement Plan. Our public engagement process envisions an ongoing process integrated with design development. The objective and approach of the public engagement effort is defined below under Task 3.

Task 1 Assumptions:

- City will provide a large printed map and computer for kickoff meeting.
- This contract will span a 9-month period.
- Bi-weekly project coordination conference calls will be held with the City.
- Monthly progress reports will be submitted with invoices. These will include task level budget status and schedule status. Billings will be invoiced by task and will include staff classification, hourly rate, and hours charged to the project.
- Wallis Engineering and Alta will attend the Kickoff Meeting and Public Engagement Plan review meeting.
- City to identify stakeholders and affected property owners and provide introductions.

Task 1 Deliverables:

- Kickoff Meeting Agenda and Minutes
- Project Scope and Fee
- Draft and Final Project Management Plan
- Draft and Final Public Engagement Plan
- Monthly progress reports submitted with invoices
- Updated Schedule in Microsoft Project format, as needed

Task 2 Base Mapping

Task 2 Objective: To develop a base map of the project area for design and visualization overlays.

Task 2 Approach:

2.1 Review Existing Data. Review available background information relating to this project. The anticipated information, in electrical format, includes:

- Constraints and Opportunities: SW 105th/Blake Street/SW 108th Concepts Study
- City of Tualatin 2014 Transportation System Plan
- As-builts for existing Pedestrian Warning Signal
- CWS as-builts
- Road and utility as-builts as available
- City provided GIS layers (flood plain mapping, wetlands, city/county boundary, rights of way and property boundaries, etc.)

2.2 Base Map Development. Wallis Engineering will prepare a base map for the development of schematic designs. This base map will incorporate GIS planning maps, the latest LIDAR (2' interval) contours provided by METRO, and available as-built drawing information. A site visit will be undertaken to corroborate GIS mapping in field, photographing the project corridor and determining areas where

supplemental drone photography is warranted. We will also complete investigative work and field measurements to document the existing flasher system.

Task 2 Assumptions:

- No topographic or right-of-way surveys will be prepared at this time.
- No environmental delineation will be prepared at this time.
- Current LIDAR data will be provided by METRO.
- City will provide applicable GIS base layers
- 1 site visit for base mapping efforts.
- City will complete supplemental traffic counts as necessary. A supplemental contract will need to be prepared if DKS is desired to complete traffic counts.

Task 2 Deliverables:

- Site Base Map

Task 3 Public Involvement and Schematic Design

Task 3 Objective: To understand the interests, goals and desires of project stakeholders. To develop and refine alternative design solutions informed by community desires that are consistent with acceptable engineering standards defined in industry standards such as AASHTO, MUTCD, or NACTO guidelines.

Task 3 Approach:

3.1 Initial Public Outreach. The first phase of public outreach will be limited to listening to key stakeholders as identified in Task 1.3 to determine their interests, goals, and desires for the corridor. Alta will develop initial outreach materials package/graphic template for City review and approval, and prepare one project FAQ/meeting notice mailer and one project summary poster for use throughout the project. Each is assumed to be updated twice during the course of the project to reflect current information.

No design intentions will be conveyed with this task. We anticipate work to include:

- **Community Stakeholder briefings (up to 6).** Alta and Wallis will attend and present to up to 6 community groups to be determined during the development of the Public Engagement Plan. The briefings included in this task are for the purpose of listening, gathering ideas, and discussing the project goals. At the briefings, a synopsis of corridor history, accident data, and constraints will be presented to frame the problem. A map of the corridor will be presented for each stakeholder group to sketch their ideas.
- **Project Website Development.** Alta will develop a project website as a simple 1-4 page site within the City's website, and matching the City's branding. The website may have its own friendly URL established by the City. It will be developed featuring basic elements such as a news feed, calendar, photos/slideshow, video contact function, social media links and/or other content pertinent to the communications strategy. The website interface design will prioritize clarity of content, site functionality, and ease of navigation. Alta will be responsible for producing client-approved website copy and content for the duration of the project contract. Alta will be responsible for publishing and managing website content, site maintenance, and updates to the site for the duration of the project.
- **Small Group "Kitchen Table" Meetings (6).** Small group "kitchen table" meetings will be held, attended by Alta and Wallis staff. These meetings allow hosts to invite their neighbors to the discussion, and speak directly with the design team. Emphasis for these meetings is on communication with the potentially affected property owners. The meetings held in this task will be for the purpose of listening, gathering ideas, and explaining the project goals.

- **Community Values/Project Goals Online Survey.** As a key strategy to decisively select one community-preferred concept for advancing to design, Alta will develop an online survey platform (e.g. SurveyMonkey) that links to the project website for project background information, mapping, links to video clips, and evaluation criteria. This website-survey union will be an efficient way to convey highly visual and complicated information for each alternative, to quantify public preferences, and to build an email contact list for project updates. Alta will prepare the draft survey questions and the online survey form for City staff review, and will provide one round of revisions to the final survey.
- **Existing Conditions/Opportunities & Constraints Video.** Alta will create an opportunity and constraints video clip to provide a brief tour of the corridor highlighting key issues via pop up callouts (4-8). The video clip will be uploaded to the project website to provide a virtual site tour that allows busy community members to remain actively involved in the outreach process. The video can also be linked to the online surveys. Alta will provide one round of revisions to the opportunity and constraints video clip.
- **Workshop #1.** The purpose of this initial workshop is to engage potentially affected residents and property owners in a dialogue on their vision and concerns for the project, build trust in the project development process and to gain an understanding of key locations/issues for design investigation. The Workshop will include presentation of relevant materials, such as maps and data regarding existing conditions and facilities, opportunities and constraints. Alta will prepare a PowerPoint presentation to include potential project goals, basic site conditions, and potential design/performance evaluation criteria. For the remainder of the workshop, Alta will facilitate a “hands on” planning exercise to channel energies toward productive, mutually beneficial outcomes (2 Alta staff).

3.2 Schematic Design Development. The focus of this task is on incorporating community input into conceptual alternatives. Based upon input from initial public “listening efforts” in Task 3.1, Wallis Engineering will prepare three conceptual designs for public input. These schematic designs will be limited to concept level plan view and cross section, as outlined below.

Alta will utilize the base CAD files prepared by Wallis to develop digital 3-dimensional models of each concept alternative to allow stakeholders to understand and experience the concept alternatives. Alta will prepare up to three (3) color sections for each of the three (3) concepts along 105th/Blake Street/108th and up to three (3) color sections for up to two (2) trail alignments connecting to Ibach Park.

Alta will utilize stills from drone flight photography to develop up to three (3) color perspective renderings for each of the three design concepts. We propose to use a clean and simple graphic style to visually communicate in three-dimensions the functional qualities of the designs. The perspective locations and views for the renderings will be approved by the City before the Alta Team prepares the final presentation exhibits of the renderings.

3.3 Schematic Design Outreach. This task will involve an update to the project website and a briefing to City Council after the initial listening sessions (but before kicking off concept design) to update them on the community feedback received to date. It will also include:

- **Walking Tour.** We propose to close the 105th/Blake Street/108th corridor for 2-4 hours to allow stakeholders and residents the opportunity to walk the corridor at the start of the project to solicit input before any initial public outreach meeting. The walking tour, led by Alta and attended by an engineer from Wallis Engineering, could include a discussion of opportunities and constraints along the corridor and flagging of potential alignments.
- Wallis will provide alignment staking if needed. The City will be responsible for scheduling tour, traffic control, and communicating and coordinating with affected residents, stakeholders, city

council, city executives, BPAC and CIO's to participate in the event. Alta will be responsible for the development of one event-specific community outreach flyer, web content to help announce and advertise the event, and leading the tour (2 Alta staff).

Highlights and discussion from the tours, recorded through notes, map graphics and digital photos, will be summarized in website posts and included as part of the Concept Study Report.

- **Drone Flight Photography.** Alta will use drone flight photography to analyze the 105th/Blake Street/108th corridor. For safety reasons, drone flight photography for this corridor needs to be conducted during the planned corridor closure for the onsite walking tour. The video will capture views at roughly eye level and at approx. 20' above the roadway.
- **CC, BPAC and CIO briefings (6).** Alta and Wallis will present at up to five (5) briefings with CIOs and BPAC, and one (1) briefing to City Council.

3.4 Conceptual Alternative Development. Three schematic designs will be developed based upon the public input above and discussions with City staff, prepared in graphic form with a narrative for each.

3.5 Presentation of Refined Conceptual Alternatives. The purpose of the public outreach in this task is to update the community on the progress since the initial outreach in Task 3.1, share the feedback received, provide a virtual tour of the conceptual alternatives developed in Task 3.4 with the community and solicit feedback.

Alta will prepare a PowerPoint presentation, up to eight (8) large-scale presentation boards (at least 24" x 36") of the three schematic design alternatives, and an updated online survey. Alta will also create a concept alternatives video that will include an edge outline showing the ROW expansion for each option and stills that pause to show 2-3 rendered views for each of the three concepts. Alta will upload the video to the project website to provide a virtual tour of the concept alternatives. The videos can also be linked to the online surveys. Alta will provide one round of revisions to the concept alternatives video.

These materials will be presented at the following meetings:

- **CC, BPAC and CIO briefings (6).** Alta and Wallis will attend and present to up to 6 community groups, similar to those described in Task 3.1. These briefings will be for the purpose of discussing pros, cons, and considerations of the proposed alternatives.
- **Small Group "Kitchen Table" Meetings (6).** Small group "kitchen table" meetings will be held, similar to those in Task 3.1. The meetings held in this task will be for the purpose of discussing pros, cons, and considerations of proposed alternatives.
- **Final Event Tabling.** Alta will staff a booth or table at a community-sponsored event at Ibach Park, similar to those in Task 3.1. This final tabling event will be for the purpose of presenting the conceptual alternatives to the public.
- **Workshop #2.** The purpose of this workshop is to engage in a discussion of the schematic alternatives. The Workshop will include presentation of relevant materials, such as maps and data regarding existing conditions and facilities, opportunities and constraints, and proposed alternatives.

3.6 Confirmation of Preferred Alternative (Workshop #3). A third and final workshop will be held to present the results of the final concept study report from Task 5.11. This will be an important workshop to reconfirm the community's vision, as well as to build excitement and support for project implementation.

Alta will prepare a PowerPoint presentation and up to four (4) large-scale presentation boards (at least 24" x 36") of the preferred concept design and present the project information to the public at the final public workshop.

Task 3 Assumptions:

- City staff will be responsible for printing and mailing meeting notices.
- The City will be responsible for scheduling meetings, mailing/distribution of formal notices, reserving meeting space, and providing food and beverages for workshops (if needed).
- City staff will be responsible for identifying events for Ibach Park Event Tabling.
- City staff will be responsible for updating the project contacts database from scanned sign-in sheets from public meetings and events.
- The City will website branding templates for use in preparing project website.
- The City will be responsible for managing the project website after the project contract expires.
- The City will be responsible for distributing online public surveys.
- The City will be responsible for scheduling tour, traffic control, and communicating and coordinating with affected residents, stakeholders, city council, city executives, BPAC and CIO's to participate in the Walking Tour event.
- Additional meetings will require authorization from the City.
- Project team to coordinate notification for drone flight through Neighborhood CIOs.

Task 3 Deliverables:

- Initial outreach materials package/graphic template
- Website development and content creation/updates
- Corridor map for each Community Stakeholder Briefing (6).
- Kitchen table/stakeholder interviews/meetings (12)
- Online survey and update
- Existing conditions/opportunities & constraints video
- Workshops (3)
- Draft and final meeting agendas and summaries
- Large-scale presentation boards (at least 24" x 36") of the three schematic design alternatives from Task 3.5 (up to 8)
- Large-scale presentation boards (at least 24" x 36") of the preferred concept design from Task 3.6 (up to 4)
- Contact information via sign-in sheets
- Three concept level schematic design alternatives (plan view and cross section), for each of the three (3) concepts along 105th/Blake Street/108th and up to three (3) color sections for up to two (2) trail alignments connecting to Ibach Park
- Up to three (3) color perspective renderings for each of the three design concepts for the 105th/Blake Street/108th corridor
- Project team/stakeholder walking tour (1)
- Drone flight photography
- BPAC, CC and CIO briefings (12 total)
- Attendance at three City Council Meetings (3)
- PowerPoint presentation (2)
- Site analysis/design assumptions meeting (1)
- Draft and final public outreach summary

- Three refined concept level alternatives in graphic form with narrative

Task 4 Warning Signal Modifications

Task 4 Objective: Evaluate effectiveness of existing pedestrian activated warning system and recommend changes to make it function in a safe more intuitive manner. The design efforts completed for the warning signal are to be independent of the conceptual design and public involvement completed for the Garden Corner Curves Corridor.

Task 4 Approach:

4.1 Draft Warning Signal Modification Alternatives Memorandum. Wallis Engineering will prepare a draft memorandum with exhibit including a review of the existing conditions, discussion of the deficiencies associated with the existing system, ADA deficiencies, and recommendations for mitigation of safety concerns.

The recommendations will be limited to short term fixes that can be implemented quickly. A meeting with City staff will be held to discuss and determine modifications

4.2 Final Warning Signal Modification Alternatives Memorandum. Based upon City review of the draft memorandum, the selected modifications will be determined and summarized in an updated memorandum. A conceptual level opinion of cost will be developed and exhibit showing the selected modifications.

Task 4 Assumptions:

- Construction and Bidding documents will not be prepared.
- No public involvement process or stakeholder input is anticipated for signal modification.

Task 4 Deliverables:

- Draft Warning System Modification Alternatives Memorandum
- Final Warning System Modification Alternatives Memorandum

Task 5 Draft and Final Concept Study

Task 5 Objective: Finalize three selected conceptual designs based upon public outreach and design development, evaluate, provide recommendation and present in Concept Study.

Task 5 Approach:

5.1 Concept Level Alternative Refinement. The three conceptual design alternatives presented to the public will be refined based on public input from Task 3.3 and discussions with City staff.

5.2 Environmental Permitting Evaluation. Campbell Environmental will perform fieldwork to identify the location and approximate boundaries of wetlands and other waters that may occur within the project study area. Following completion of the fieldwork, a location sketch map showing the approximate boundaries of wetlands and waters within the project study area shall be provided to help identify potential impacts associated with the proposed design alternatives.

A Natural Resource Assessment (NRA) will be completed to identify sensitive areas and vegetated corridors (as defined by Clean Water Services [CWS]) within the project study area. This assessment shall identify the quality of the associated vegetated corridors and the potential for project related impacts.

Following completion of fieldwork, the Consultant shall develop an Environmental Permitting Memorandum that summarizes the associated environmental permitting requirements, potential mitigation requirements, and associated permitting timelines for each of three (3) proposed concept design alternatives. The memorandum

may also include discussion of potential avoidance measures and best management practices (BMPs) that can be implemented in order to minimize impacts to protected resources and potentially reduce associated mitigation costs. This process may include coordination with federal, state, and local agencies, including the U.S. Army Corps of Engineers (Corps), National Marine Fisheries Service (NMFS), Oregon Department of State Lands (DSL), Oregon Department of Fish and Wildlife (ODFW), CWS, and City of Tualatin.

5.3 Stormwater System Evaluation. Wallis Engineering will identify potential stormwater impacts and mitigation options in order to provide realistic cost estimates. Contributing impervious areas will be calculated using SLOPES V. Low Impact Development (LID) design will utilize the CWS LIDA handbook to determine applicable LID methods and design criteria. Possible LID opportunities include pervious pavement, infiltration planters (outside of steep slope areas), swales, filter strips, and extended dry basins. Water quality, quantity, and conveyance facility design will utilize CWS design and construction standards.

5.4 Fish Passage Evaluation. Columbia Pacific Engineering will review existing data, including prior hydrologic and hydraulic modeling, maintenance history, and downstream hydraulic controls. One field visit will be undertaken to establish physical stream parameters. A memorandum will be prepared summarizing potential impacts by proposed designs on the existing stream channel will be weighed and a planning level cost for fish passage improvements will be provided.

5.5 Right-of-Way Evaluation. Wallis Engineering will evaluate each of the proposed conceptual design alternatives for right-of-way impacts. Costs for property acquisition and an estimate of right-of-way procurement required will be included in the project cost estimate. Right-of-way lines and proposed improvements will be based upon available City GIS data.

5.6 Utility Evaluation. Wallis Engineering will assess impacts to public and private utility systems, including ditch improvements along the embankment on the inside of the SW 105th and SW Blake Street corner and the 14" DIP sanitary sewer main owned by CWS which parallels Hedges Creek.

5.7 Lighting Evaluation. Wallis Engineering will estimate approximate spacing and planning level costs for lighting improvement for the three alternatives. Lighting analysis and preliminary cost estimates will be provided for up to three alignment alternatives. Consideration will be given to adequately lighting all areas of the roadway, including bike facilities, intersections, and sidewalks. No plan sheets will be prepared under this task.

5.8 Traffic Evaluation. Based on traffic data provided by the City and future traffic volume forecasts included in the Tualatin Transportation Plan (TSP), DKS will evaluate traffic conditions along the SW 105th Avenue/SW Blake Street/SW 108th Avenue alignment for up three alternatives developed by the design team. This task assumes both existing (2016) and future (approximately year 2035) analysis at up to two unsignalized intersections for the AM and PM peak periods. Analysis will use Highway Capacity Manual (HCM) methodology. A draft memorandum summarizing the analysis results will be prepared and submitted to the City. DKS will prepare a final version of the memorandum, which will incorporate City comments from the draft version.

5.9 Cost Estimate Preparation. An AACE Class 5 cost estimate will be prepared to evaluate design, construction, permitting, and mitigation costs associated with each alternative.

5.10 Draft Concept Study. Based upon the three conceptual design alternatives developed in Task 5, Wallis Engineering will make final revisions to the alternatives. A draft Concept Study will be prepared presenting these alternatives, incorporating work completed in Tasks 5.1 through 5.9. The Study will include graphic representations for all of alternatives, and include documentation of public outreach efforts completed to date. The final prioritized list of alternatives will be presented in an evaluation matrix documenting the

design and construction impacts and costs associated with each alternative. The matrix will be based upon a

+, -, 0 methodology with a recommendation for a preferred alternative. The Study will include a discussion of implementation of the preferred alternative, including options for phased improvements and potential funding sources. The Draft Study will be presented to the City for review and comment.

5.11 Final Concept Study. The study will be finalized following the incorporation of comments from the City for presentation, and as part of Workshop #3 in Task 3.6.

Task 5 Assumptions:

- No more than one day of fieldwork will be required for the environmental field investigation.
- No HEC-RAS modeling or fish passage design will be completed.
- No more than three concepts will be refined and evaluated.
- Wetland Delineation fieldwork does not include formal data collection, wetland boundary flagging, or preparation of a formal Wetland Delineation Report (WDR) or NRA report.
- Cost Estimate will be AACE Class 5.
- There will be no evaluation of historic resources.
- The City will provide traffic data.
- No traffic data collection is included in this task.

Task 5 Deliverables:

- Environmental Permitting Memorandum (Campbell)
- Fish Passage Memorandum (Columbia Pacific)
- Draft and Final Lighting Analysis Memorandum (DKS)
- Cost Estimate for Three Alternatives
- Draft Concept Study
- Final Concept Study