



City of Tigard

FINANCE AND INFORMATION SERVICES

QUALIFICATION BASED REQUEST FOR PROPOSAL (QBS)

STORMWATER MASTER PLAN

Proposals Due: Tuesday February 23, 2016 - 2:00 pm local time

Proposer must include one (1) original hard copy and one (1) electronic copy on a portable USB drive (thumb drive) of their submittal.

A non-mandatory pre-proposal meeting will be held at Tigard City Hall, 13125 SW Hall Boulevard, Tigard, Oregon 97223, on Thursday, February 11, 2016 at 10:30 am.

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Lori Faha, P.E., City Engineer
Phone: (503) 718-2477
Email: lorif@tigard-or.gov

Or

Carla Staedter, Project Coordinator
Phone: (503) 718-2788
Email: carla@tigard-or.gov

PUBLIC NOTICE
QUALIFICATION BASED REQUEST FOR PROPOSAL
STORMWATER MASTER PLAN

The City of Tigard is seeking sealed proposals from firms qualified to provide professional services to assist with preparation of a Citywide Stormwater Master Plan. Proposals will be received until 2:00 pm local time, Tuesday February 23, 2016, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223. Proposals will be scored and ranked on a qualification basis and the City will enter into negotiations with the top ranking firm.

A non-mandatory pre-proposal meeting will be held at Tigard City Hall, 13125 SW Hall Boulevard, Tigard, Oregon 97223, on Thursday, February 11, 2016 at 10:30 am. Key City staff will be attending this meeting to answer questions and discuss this project.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from www.tigard-or.gov/bids or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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DATE: Friday, January 29, 2016

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SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from firms qualified to provide professional services to assist with preparation of a Citywide Stormwater Master Plan. Proposals will be received until 2:00 pm local time, Tuesday February 23, 2016, at Tigard City Hall’s Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223. Proposals will be scored and ranked on a qualification basis and the City will enter into negotiations with the top ranking firm.

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SECTION 2
PROPOSER’S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Friday, January 29, 2016</u>	Advertisement and Release of Project Packet
<u>Thursday, February 11, 2016 - 10:30 am</u>	Pre-Proposal Meeting (optional)
<u>Tuesday, Feb 23, 2016 – 2:00 pm</u>	Deadline for Submission of Proposals
<u>TBD</u>	Interviews (if necessary)
<u>March 2016</u>	Negotiations
<u>Tuesday, April 26, 2016</u>	Award of Contract by LCRB
<u>Thursday, April 28, 2016</u>	Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City’s discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PRE-PROPOSAL MEETING – NON-MANDATORY

A non-mandatory pre-proposal meeting will be held at Tigard City Hall, 13125 SW Hall Boulevard, Tigard, Oregon 97223, on Thursday, February 11, 2016 at 10:30 am. Key City staff will be attending this meeting to answer questions and discuss this project.

D. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 p.m., Tuesday, February 23, 2016, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. Proposer must include one (1) original hard copy and one (1) electronic copy on a portable USB drive (thumb drive) of their submittal. To assure that your proposal receives priority treatment, please mark as follows.

QBS – Stormwater Master Plan

City of Tigard – Utility Billing Counter
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification, or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

E. 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 Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office 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 five (5) days before the proposal closing date. 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 should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with the section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

F. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addenda, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

G. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal or in making the necessary studies for the preparation thereof.

H. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal

closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addenda” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

I. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contractor will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Contractor shall also complete a W-9 form for the City at the time of contract execution.

J. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Lori Faha, P.E., City Engineer, who can be reached by phone at (503) 718-2759 or by email at lorif@tigard-or.gov.

K. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

L. FORM OF CONTRACT

A copy of the City's standard engineering services agreement, which the City expects the successful firm or individual to execute, is included as “Attachment C”. The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D “Protest of Scope of Work or Terms” or their exceptions will be deemed immaterial and waived.

M. TERM OF CONTRACT

The contract for this work is anticipated to commence on or around April 1, 2016. All work stemming from the contract is anticipated to be completed no later than June 30, 2017.

N. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT

Firms submitting a proposal shall agree to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard's needs only.

Each participating agency shall execute its own contract with the most responsible/responsive proposer for its requirements. Any firm, by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

Q. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include any subsequent cost or price information, which must be open to the public.

**SECTION 3
PURPOSE AND BACKGROUND**

PURPOSE

The City of Tigard is requesting proposals from qualified firms or teams to prepare a Stormwater Master Plan (Plan). The consultant will write the Plan under direction of the City Engineer. The Plan will be watershed-based and will evaluate and provide direction for each of 8 subbasin areas within Tigard (see map). The master plan will provide capital improvement projects and priorities, system management and maintenance programmatic recommendations and costs, summary fact sheets and maps, an operations & maintenance plan for greenway/green infrastructure and funding needs/strategies. The planning process will be as important as the product. The consultant will work closely with the city project manager to involve a large internal cross-departmental stakeholder group and an advisory committee.

BACKGROUND

The City of Tigard has a population of just over 50,000 people and covers an area of 13 square miles. The average annual rainfall is 37.4 inches. As mentioned above, Tigard is located mostly in the Fanno Creek basin which flows to the Tualatin River. An area of southern Tigard is located directly in the Tualatin River basin.

Fanno Creek and the Tualatin River watersheds consist mostly of mud-based streams with little resiliency to urban flows. Much of Tigard was developed prior to significant stormwater regulation leaving many local streams with little to no floodplain. These characteristics combined with the highly urbanized nature of Tigard, make erosion Tigard's most challenging stormwater management issue. Currently, under 25% of stormwater falling in the City passes through detention or stormwater quality treatment facilities.

The City of Tigard has separated sanitary and stormwater systems. Environmental permits for this infrastructure are carried and managed by Clean Water Services (CWS), a regional water resources management utility serving more than 542,000 residents mostly in urban Washington County. Stormwater related permits are managed by CWS.

Tigard Engineering has identified 8 distinct areas of the city that share similar stormwater or stream characteristics. See the Attached Figure "Study Areas of the Tigard Stormwater Master Plan" for their locations. Each area is described below.

Area 1 - Main Stem Fanno Creek and Associated Urban Tributaries

Fanno Creek

Fanno Creek runs from the hills of southwest Portland through Beaverton and into Tigard. The creek has a very flashy regime resulting from the vast area of impervious surfaces that feed runoff quickly downstream. The Tigard portion of Fanno Creek is at the bottom of its watershed and the stream discharges into the Tualatin River at the very southeast corner of the city. The Fanno Greenway Trail runs through much of the Fanno Creek floodplain. Fanno Creek has sections of wide intact floodplain interrupted by historic floodplain development. These developed floodways along with a number of old and undersized bridges force high flows through restricted paths contributing to erosion. Historically, many segments of the creek

have been straightened to accommodate agricultural or utility land uses. This straightening has increased the steepness of the creek in a number of areas in Tigard also contributing to increased erosion.

A large sewer transmission line managed by Clean Water Services is located beneath the creek and its floodplain. Many smaller City trunk lines run through the connecting tributaries and tie into this regional line. CWS has completed a number of projects to address floodplain issues along Fanno Creek including a re-meander project just downstream of Scholls Ferry Road. CWS has additional plans to complete a re-meander downstream of downtown Tigard and has begun planning for increased sanitary storage capacity along its main trunk line to the Durham Treatment Plant located beneath the Fanno Creek Floodplain. Tigard has an upcoming project to increase bank stability at Arthur Court.

Many of the stormwater problems associated with Fanno Creek are located on the outside bends of the creek where erosion threatens sewer infrastructure and the Fanno Creek Greenway Trail. There are some small flood prone areas along Fanno Creek mostly associated with the mouths of smaller tributaries.

Fanno Creek is Endangered Species Act (ESA) Listed for runs of steelhead trout. Beaver activity has increased significantly in the last decade. Beaver sign and structures have been noted from Scholls Ferry Road to the mouth of the Tualatin. In cases where wide floodplains existing beaver have been very beneficial in providing grade control, re-connecting Fanno Creek to its historic floodplain and providing healthy fish and wildlife habitat.

Hiteon Creek

Hiteon Creek flows into Fanno just downstream of Scholls Ferry Road. This tributary is showing little incision (unlike most local streams) due to projects completed in 2009 that reconnected the creek to its historic floodplain and provided natural grade control in the stream channel. Hiteon Creek flows into Fanno Creek at Englewood Park. Beaver activity at the mouth of the creek is contributing to long periods of flooding of the regional trail but is also providing positive stormwater impacts and improved fish and wildlife habitat. There is desire to replace an existing segment of Fanno Greenway Trail with an elevated boardwalk and overlook at this point to increase floodplain connectivity and to provide environmental education about the benefits and challenges of beaver in urban streams.

Un-named Hwy 99 tributary

An un-named tributary to Fanno Creek parallels the eastern side of Highway 99 and discharges into Fanno creek just below Main Street. This small tributary runs through private property, is highly polluted with runoff from the highway and trash from adjacent commercial properties. It likely contributes significant pollutants to Fanno Creek. There have been efforts by the Methodist Church to complete streambank restoration of the section of tributary that flows through their property near Frewing Street.

Colony Creek Tributaries between the Library and Bonita Road

Three small tributaries drain residential areas on the western edge of Fanno Creek between the Library and Bonita Road. These tributaries are located primarily on private property or homeowner association properties. These reaches have relatively intact channels. However in steeper sections erosion is showing signs of isolating primary floodplains. All are head cutting as they discharge into Fanno Creek.

Area 2 – Main Stem Ash Creek and its Tributaries

Ash Creek and its tributaries are flashy mud-based creeks with a mix of intact and restricted floodplain. They discharge into Fanno Creek just north of North Dakota Street. Ash Creek is Endangered Species Act (ESA) Listed for runs of steelhead trout. There is significant floodplain development and stream channelization in the Washington Square and Hwy 217 Commercial areas. This development, much of which occurred prior to stream and wetland setback and fill regulations, delivers water very quickly into the system. This can become problematic for commercial areas located between Hwy 217 and the railroad

corridor to the west. Flooding is commonly reported here during larger storm events. This commercial area is less than 4 feet above what remains of its floodplain located to the west of the WES railroad corridor along Fanno Creek.

Both Hwy. 217 and the railway corridors significantly constrain the flow of water along Ash Creek and into Fanno Creek. Ash Creek flows under the railroad at an elevated bridge with an opening less than 145 feet wide. The creek flows under 217 through silted-in ODOT culverts just south of the Greenberg Road exit.

Residential areas, located in the slopes and upper basin, were developed mostly in the 1940's to the 1970s. These earlier neighborhoods were sometimes developed over the creeks. The creeks were placed into small undersized culverts that currently daylight randomly in the backyards of homes in the neighborhood just north of Hwy 99. Other contributing tributaries to Ash have larger connected floodplains in their headwaters. However, as they flow to the lower reaches pass through very constricted channels with no floodplains. These areas can be flood prone during high storm events. Ash Creek flows into a large wetland to the east of 217 and to the south of Washington Square. Before flowing under Hwy 217 into a constricted stream channel through commercial and industrial developments and discharging under the railroad into the Fanno Creek floodplain.

Stream incision is occurring along most of Ash Creek and its tributaries. The basin has little detention infrastructure. Despite the highly urbanized nature of this drainage basin, beaver are active throughout much of the system. When their activity occurs in intact floodplain, it provides needed grade control and detention for the basin. When beavers build in constricted areas or at culverts there have been issues with flooding.

Area 3 - Main Stem Summer Creek

Summer Creek enters Tigard under Barrows Road from Beaverton. This creek drains a large very urban watershed that extends well beyond Tigard. In Tigard, for the most part, the creek has an intact floodplain. It runs through Summerlake Park where an historic dam creates the lake. This dam slows water and drops out silt. In the summer, significant water temperature increases have been recorded at the lake. Temperature data is monitored and available from Clean Water Services. Tualatin Riverkeepers have also completed temperature monitoring of Summer Creek. There is a regional interest (but perhaps not as strong of a local interest) in investigating flow restoration at the dam in Summerlake Park.

Summer Creek has a number of stormwater management challenges and opportunities. Among the challenges is historic stream incision that has disconnected the creek from its floodplain. This disconnection significantly diminishes the opportunity to use Summer Creek's extensive floodplain for stormwater treatment in small to medium storm events. The creek is impacted by road and sanitary sewer infrastructure. A number of large sanitary lines cross perpendicular to creek flows and are considered a spill risk. CWS has been pursuing options to abandon these crossings.

Summer Creek flows under 121st, a major arterial in Tigard, in two large culverts. Oregon Department of Fish and Wildlife has expressed an interest in the development of a longer bridge at this crossing. This bridge could allow greater connection of the floodplain at this location, which could provide a more robust urban wildlife corridor, and allow beaver to freely provide grade control throughout this section of stream.

Summer Creek provides outstanding opportunities for environmental education. Three ripe for education opportunities include:(1) Summerlake Park where citizens have access to see and enjoy the creek; (2) Mary Woodward Elementary School on Katherine Avenue, where an active community garden program has expanded to include wetland and prairie restoration and replanting activities; and , (3) at Dirksen Nature Park where it is estimated that 2000 students per year tour and interact with the creek through a Tualatin

Riverkeeper run education program and where Fowler Middle School science staff actively use the creek and Dirksen Nature Park for outdoor education.

There have been approximately 6 years of volunteer and contracted restoration efforts along the Summer Creek corridor. Clean Water Services recently took over restoration and maintenance activities on Summer Creek to make a final push to bring this riparian corridor into a resilient state.

Area 4 - Tributaries of the North and East Faces of Bull Mountain

Because of the geologic nature of Bull Mountain the area is very erosion prone. Nearly all of the tributaries flowing down the steep slopes of the mountain have extensive erosion that undermines existing sewer infrastructure, triggers landslides, and causes streambank failure which in some areas threatens houses and other private property.

The pattern of development in Tigard also contributes to the mountain's stormwater challenges. Early development occurred in the lower sections of the tributaries at a time when stream and wetland setbacks did not exist. So lower elevation areas of the Bull Mountain tribs have houses set very close to the creek with very limited riparian zones. Upper areas of the watershed, although having greater setbacks from the creeks, consist of densely packed single residential development on steep slopes with little effective detention.

Most of the tributaries of Bull Mountain eventually drain to Summer Creek except Derry Dell Creek which drains directly to Fanno Creek. Derry Dell Creek has undergone over 10 years of riparian restoration. CWS is currently completing maintenance and replanting in an effort to attain a resilient state for the creek's vegetation. Although the riparian vegetation on the creek is in good condition the stream channel continues to erode. A Capital Improvement project is scheduled to begin in fiscal year 16-17 to stabilize an existing slide and address incision between 118th Court and 115th Avenue.

Some of the upper tributary reaches on Bull Mountain have incisions as deep as 35 feet. On Kruger Creek, the city has purchased the house at the end of Galen Court which was compromised by stream erosion. City staff is concerned about extreme incision upstream of this site that is delivering large amounts silt to the culvert under Greenfield Drive.

Area 5 - Red Rock Creek

Red Rock Creek is located in an area of Tigard called the Tigard Triangle. Much of the basin is paved from commercial, industrial, box store, and large office developments. Three major transportation corridors circle and drain into the area including Hwy. 99, Interstate 5 and Hwy 217. The result is a very flashy water regime caused by significant impervious area in the basin. The creek's floodplain is squeezed by development and altered in many sections. Upper reaches flow through very steep terrain while lower reaches are quite flat. Most of the stream is highly incised upstream of Dartmouth Street and completely isolated from its floodplain. Water levels in the creek can increase by 8 to 10 feet in a matter of 10 to 15 minutes in heavier rainfalls.

A ten to fifteen inch diameter sewer line runs the length of Red Rock Creek. Extreme creek incision has caused the streambed elevation to be lower than the sewer line. Consequently, as streambank sections break off they take sections of the sewer line with them. There have been 6 line breaks or severe exposures in the last 8 years.

Tigard Triangle Development and stormwater: The city is currently creating new development code for the Tigard Triangle area (bound by I-5, Pacific Highway and Hwy 217), focused on simplifying the process for parcels to develop and re-develop in this area and a desire for a transit-oriented, pedestrian and bike friendly environment. The city's stormwater vision for this area includes an enhanced greenway and trail along Red

Rock Creek. City staff is discussing the concept of regional stormwater management (quantity and hydromodification management) as possible along Red Rock Creek. The stormwater master plan can help address and conceptualize this vision.

Area 6 - Ball Creek

Ball Creek collects flows from two separate creek systems located on the eastside Interstate 5. The first enters the city under the freeway near the Kruse Way Exit and flows south along a channel on the west side of the freeway. This water is joined by flows from a second creek system flowing from Lake Oswego west under I-5 and discharging into an open drainage ditch behind Gerber Knife Company. The ditch line running along the south edge of the knife company directs flows to an inlet grate and 96-inch pipe/culvert that daylights at 72nd Avenue and Bonita Road. The creek flows through a constricted riparian corridor and discharges to Fanno Creek through METRO property. Day lighted sections of the creek are very incised with little connection to floodplain. CWS and METRO are working on restoring riparian vegetation on the METRO property at the mouth of Ball Creek.

Flooding occurred in the 72nd and Bonita intersection area during high flows in December of 2015. The City has entered into a bridge and culvert inspection contract with OBEC, slated to begin in summer 2016. As part of that project, the integrity of the 96-inch pipe supporting Ball Creek will be evaluated.

Area 6 - Tributaries to the Tualatin River

Four tributaries in southern Tigard drain directly to the Tualatin River. These creeks convey drainage from the Summerfield community on the north side of Durham Road and the neighborhoods between Durham Road and the Tualatin River. These older neighborhoods have few storm detention systems and consequently deliver stormwater rapidly to these creeks. Tigard has experienced problems with the discharge points of all of these tributary culverts under Durham Road. To date one project has been completed at 108th and Durham Road to dissipate energy and to stabilize a failing slope adjacent to an apartment building. At 113th, Tigard is currently working with the landowner of an apartment complex to remove large trees that have been compromised by stream erosion and are likely to damage nearby apartment buildings. In 2014 Tigard worked with Amec to evaluate and design a project to dissipate energy at the outfall located at Copper Creek Drive. A second outfall to Copper Creek located at 98th Avenue and Durham is likely contributing to landslides on HOA land compromising the stability of a slope adjacent to 9750 Durham Road.

The mouths of all of these tributaries are severely headcutting where they discharge into the Tualatin River.

Area 7 - River Terrace and the Western Tributaries off Bull Mountain

See River Terrace Stormwater Master Plan to be incorporated as an appendix to the Tigard Stormwater Master Plan. This plan implements a quantity and hydromodification management program through the "TRUST" program and also includes mapping of downstream sections of 12 tributaries.

Available Background Information

Much study has been completed on the Fanno Creek Watershed and resides with multiple stakeholders. Part of the Stormwater Master Planning effort will be to collect, assess, catalog, organize, and utilize this information to further the master planning effort. Some of the available information includes:

Fanno Creek Sub Basin Project Inventory This document, prepared by Clean Water Services, lists all known stormwater problems in the Fanno Creek basin. It includes the Tigard area.

Field Inventory of Derry Dell Creek Erosion Concerns This map and pictures documents erosion concern on Derry Dell Creek located on the eastside of Bull Mountain.

Draft Technical Memorandum HSPF Hydrologic Model of the Tualatin River Basin Project No. 6427 This technical memorandum prepared for Clean Water Services by AECOM June 2012, is intended to provide continuous simulation hydrologic models for the entire Tualatin River Basin, allowing the District to assess impacts to stormwater runoff and stream flow from land use changes and stormwater best management practices within the basin.

Clean Water Services HSPF Users Guide, March 2014 this document provides steps for a new precipitation time series for design storms to be used with the HSPF models.

The Healthy Stream Plan This document, prepared by Clean Water Services in 2015 is a plan to improve watershed and stream health for community benefit. It addresses flow attenuation projects, culvert replacement projects, outfall retrofitting projects, and community tree planting activities over a 20 year period.

River Terrace Stormwater Master Plan This plan, prepared by OTAK, for the City outlines strategies to manage stormwater in the newly expanded River Terrace neighborhood of Tigard. This plan includes the use of the “TRUST” model which addresses flow duration and hydromodification for this area of steep terrain and challenging geology.

HDR Outfall Retrofitting Report This report prepared by HDR for the City identifies untreated outfalls in the City of Tigard that meet the definition of significant. It identifies concept level plans for water quality treatment strategies at three locations.

GIS Layer of Tigard Significant Outfalls This GIS layer displays all significant outfalls and their associated drainage basins in Tigard. Significant outfalls are identified by specific pipe sizes and land uses as identified in the Healthy Streams Plan.

An Inventory of Flooded Structures during the December 2015 storm events. This list document problem flood areas during the December 2015 rain storms.

KEY ISSUES & TOPICS TO ADDRESS

Stream erosion and incision: Erosion is a key stormwater problem in many locations throughout the city. This impacts culverts, private property, trees, and trails. It exposes sewer lines, and separates streams from their natural floodplains. How can erosion be sustainably stabilized in Tigard’s local streams? Who should own, pay, and maintain erosion solutions? When is erosion a private problem and when is erosion a public problem? What are the costs and how should these costs be funded? What issues should be addressed first, second, third? How much emphasis should be placed on fixing problems in streams, adding detention or other measures upstream, planning/designing for future growth, and protecting existing higher quality corridors?

Culverts: The City lacks a detailed culvert inventory to track condition information and culvert maintenance. Citywide there are numerous examples of undercutting and other damage to existing culverts.

Underground detention pipes: The city recently inventoried existing public detention pipes. Some of these pipes are difficult to maintain or even inaccessible. Should these be retrofitted? Bypassed?

Flooding problem spots: Localized flooding along Fanno Creek and some tributaries is known to happen in very high water events, but is not an extensive problem. Infrequent overtopping of some roads along Fanno Creek is not an issue expected to be addressed by this plan. However, some problem spots for flooding may be addressed through capital projects, strategic property acquisitions, stream/floodplain restoration or other means.

Planning for the future: What are likely regulatory changes that may impact type, sizing or maintenance of Tigard stormwater systems? Should the city's TRUST stormwater sizing tool be required for use in other all areas of Tigard for redevelopment or retrofitting projects? TRUST is a continuous simulation model based tool currently used only in the River Terrace area of Tigard.

Level of Service to Provide: Some minimum maintenance levels and practices are dictated by regulatory requirements, but this only applies to a subset of stormwater facilities. What level of service and maintenance practices should be applied to open stream/greenway systems? Should service be based on ownership, location, or presence of other infrastructure such as trails? Should visibility be a factor in minimum maintenance levels and practices for stormwater infrastructure? What level and types of enforcement should be used in greenways, vegetated corridors, and vegetated facilities? What are staffing and funding implications of differing levels of service?

Integrating Operations and Maintenance (O&M): The Public Works Department wishes to initiate 5-year plans for operation and maintenance needs that reflect up to date practices, inflation, and inclusion of increasing needs due to development in growth areas of Tigard. Selection of recommended capital projects and programmatic elements should take into consideration the cost and sustainability of such projects.

Standards: The City largely uses Clean Water Services Design and Construction Standards and LIDA Handbook, although for the River Terrace Area the city has unique and more stringent standards for regional detention facilities to address hydromodification issues. The City will participate in CWS efforts planned in the near future for updating their standards. The master planning provides an opportunity to evaluate whether there are District-wide standards updates that Tigard should promote, and/or Tigard-only standards for other areas of the City that may be desirable (such as the Tigard Triangle area located in the Red Rock Creek drainage basin). Detention standards and their geographic application to new and re-development should particularly be examined and addressed.

Integration across City Departments and Divisions: Management of city stream and stormwater systems crosses multiple internal departments and divisions in Tigard. Should we consider changes to functional Tigard's functional structure or consider other options such as topic-specific teams to most efficiently and effectively plan, permit, design, construct and maintain elements of our "green" stormwater system?

Partnerships: The city has a strong relationship with Clean Water Services and adjacent jurisdictions. Fanno Creek is the primary stream conveyance running through the city, but its upstream watershed includes areas of Beaverton, Portland, and unincorporated Washington County. The city is lacking in resources to address all or even most of the stream and stormwater issues present. It will be important to involve our partners and leverage available resources to meet as much of the needs as possible. Should we more clearly define some roles and responsibilities across the Fanno Creek watershed?

SECTION 4

SCOPE AND SCHEDULE OF WORK

SCOPE OF WORK ELEMENTS:

A. Project Management

Work items to include:

- Start-up meeting with city staff
- Preparation of project schedule and monthly updates
- Monthly project status reports submitted with invoices, showing work performed by task, % spent vs % complete for tasks & whole project, upcoming work tasks, issues/needs

- Weekly phone check-ins with city project manager

B. Background Information Review & Cataloging

Work items and products to include:

- Review existing data, mapping, reports, models (CWS HSPF model, TRUST model for River Terrace), regulatory information (e.g. CWS draft NPDES Watershed Permit, CWS design & construction standards for stormwater and vegetated corridors, Tigard's River Terrace stormwater design standards), current and draft stormwater capital improvement program, design documents for projects previously placed on hold due to funding issues, etc. See listing of available background information in Background section of this RFP.
- Interview key city staff to collect additional background knowledge, problem locations, other stormwater and stream issues and potential project ideas.
- Field trip with city staff to view key stormwater facilities, stream segments, and problem locations. Anticipate 2 days in the field.
- Prepare a bibliography (spreadsheet) of existing information and its use/usefulness
- Prepare an updated map of issues, based on the CWS map for the Fanno watershed. Add our study subbasin areas. Prepare as a GIS layer for City of Tigard's GIS system. Preferably have photos and other info tagged and accessible via the GIS map.
- Prepare map graphics base for each City subbasin area with aerial base, creeks, photo call-outs, existing pipes/culverts, and other key storm/stream elements to visually display existing conditions and ownership. These will be the basis for public/stakeholder/advisory committee meetings. Prepare supporting spreadsheet of existing conditions, problems and other key summary information based on existing background information.
- Prepare an initial spreadsheet(s) of existing identified potential projects with short description, location, type of project, cost estimate if available, etc.
- Meeting with Advisory Committee to discuss existing information and solicit input on key issues. Prepare summary hand-outs and slide show.
- Meeting with city staff to discuss results of existing information compilation and discuss options and priorities for field and technical analysis work in each subbasin.
- Prepare memo summarizing compiled information, recommendations by subbasin for further field work and technical analysis including modeling within available budget.

C. Field Work

Work items and products to include:

- Prepare a draft Field Work Plan and Map(s) based on gaps in existing information. Present to City staff and revise as needed and directed. Assume City will acquire rights of entry as needed.
- Conduct Field Work.
- Compile and document findings using maps, database/spreadsheets prepared for Background Information task
- Present findings to staff and Advisory Committee and attend up to 2 public open house meetings.

- Field work anticipated to include:
 - Key creek channel and riparian corridor conditions assessment
 - Key culvert crossings condition assessment (60” diameter and smaller – larger culverts and bridges will be assessed in a separate project)
 - Visual assessment of other key public stormwater facilities for O&M needs and retrofit opportunities
 - Visual assessment of locations for potential new or retro-fit facilities/solutions.

D. Values, Policies and Standards

Facilitate a discussion with city staff and advisory committee about values, priorities and level of service needs/desires related to stormwater, streams and greenway systems. Compile this information to use in developing project options and evaluation criteria.

Based on background and issues information collected, work with city project manager to identify 3 to 4 key policy areas for discussion and integration into the master plan recommendations. Each policy area selected should be drafted in an issue paper format with background, internal/external stakeholders and implications identified, options, benefits and costs/impacts, relationship to identified values and city strategic plan goals.

E. Tool Kit Development

Develop a Tool Kit of potential projects and programs. The tool kit should include brief descriptions of each type of project/program, typical photo or graphic, its use and applicability, unit costs, permitting requirements, operation and maintenance needs, etc. Prepare a draft for staff review and final version. Meet with city staff and advisory committee to review and discuss.

F. Draft Project List

- Prepare a list of proposed projects/programs by subbasin and reach, displayed on GIS mapping and details tabulated in associated spreadsheets/tables. Prepare up to two options for key locations if needed. Prepare descriptions, cost information, details necessary for rating.
- Prepare an early action list of projects by September 2016 for use in the city’s capital improvement program process.
- Meet with city staff and advisory committee to review and discuss.

G. Rating/Ranking Methodology

Propose criteria & methodology to city staff and advisory committee, revise and create scoring system method and process. Considerations to include cost, severity of problem, land ownership, opportunities for partnerships/outside funding, natural resources benefits/impacts, O&M, sustainability, ability to prevent degradation, benefits to other infrastructure (trails, sanitary sewer, roads, etc.), benefits to private property, ability to address likely future regulatory requirements, etc.

H. Modeling

As needed to assist in evaluating scope of specific problems, options and developing sizing for recommended projects. Consider use of existing model for Fanno system from CWS. Supplement

with use of TRUST model for sizing of volume based projects. Other as proposed and agreed to by City. Only as needed to help identify key problem areas, and master plan level sizing as needed.

I. Rating & Ranking

- Prepare draft ratings for projects and programs by subbasin, and citywide.
- Present draft to city/Advisory Committee and lead process to rank/prioritize projects and programs.
- Prepare materials for and attend 2 open houses to gather input on draft projects and priorities.
- Compile and document results overall and by subbasin.

J. Master Plan Products

Master Plan report with capital improvements plan (2 drafts and final), including:

- Maps and tables, by subbasin and total overall, with descriptions, cost estimates, likely funding sources
- Policy and standards recommendations.
- Implementation Plan
- Stand-alone “Fact Sheets” for each subbasin, with maps & sample photos, summarizing existing conditions, issues/risks, proposed strategies/projects/programs, priorities, and likely funding sources.
- Stand-alone Fact Sheets for programmatic recommendations.
- Stand-alone O&M plan for public greenway/green infrastructure with map, typical O&M practices descriptions with frequencies, photos of typical sites needing O&M and photos of typical desired conditions.
- Prepare interactive GIS map layer that can be integrated into the public Tigard Maps on the city website (draft, interactive version during the planning effort, then final version at completion)
- Prepare summary presentation materials and attend city staff, advisory committee and City Council meetings.

K. Funding Strategy

Work with city staff to determine the portion of recommended plan costs that are the responsibility of the City Stormwater Fund. (Some project/program elements may properly receive some funding from sanitary, streets, and parks funds. Other sources include private property owners, grants or partner organizations such as Clean Water Services.) Prepare implementation scenarios based on current level of funding available, and with increased utility and/or SDC funds. Coordinate SDC evaluation with concurrent efforts by CWS to update the current District-wide SDC.

- Present funding scenarios to city staff, Advisory Committee and City Council.
- Prepare Funding Strategy report.

PROJECT SCHEDULE

- City Council award of contract & Notice to proceed: April 2016
- Identification of high priority projects/costs: September 2016

- Final Master Plan complete: June 2017

SECTION 5

PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below. Proposal to be limited to 15 pages (not including title page, transmittal letter, table of contents, or appendices), with each side counting as a page, 8-1/2 x 11 paper size, 11 point minimum font.

1. Title Page

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified; and the names of persons authorized to represent the Proposer, their title, address, and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Project Understanding, Approach and Interest

Describe in narrative form, with tables or other figures as desired, the Proposers understanding of the type of work required for this project, the proposed approach and technical plan for accomplishing the work listed herein. Discuss approach/process for addressing key issues, for evaluating and recommending field and office based analysis methodologies, and creating products that are easy to use and understand. Explain why the proposed team is interested in this work.

5. Consultant Project Team

Describe the proposed project team, including subconsultants. Provide a proposed project team organization chart and clearly delineate areas of work responsibility. Explain why this team and organization is well-suited to our project.

6. Consultant Team Qualifications and Experience

Proposers are required to give sufficient information of their experience, past performance and resulting products to permit the City to understand and verify the exact nature of the contributions made by project team members (including key individuals as well as firms). Provide the details of experience and past performance of the Proposers on comparable projects. Include a table summarizing relevant projects, specific relevant work types/products, which key team members worked on these projects and year(s) in which project was conducted. Include brief bio's for key team members (these can be supplemented by full resumes in the appendix). Include descriptions of 3 to 6 past or

current projects that have particular relevance to Tigard’s Citywide Stormwater Master Plan project. Include client contact reference information for each (name, title, address, phone number and email address).

The City reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

7. Consultant Team Project Management

Describe the proposed consultant project manager’s experience with relevant projects. Explain the project manager’s and lead consulting firm’s experience and approach to managing a diverse team for a planning project with a variety of technical issues and multiple internal and external stakeholders. Describe the proposed approach to communications with the city, and schedule, budget and scope management. Some work tasks may be further refined at key points part way through the project, how does the project manager propose to document, discuss and provide change management?

8. Team Availability

A description of the Proposer’s overall capability and assurance that it can meet its commitment to successfully complete these services shall be provided. A locally-based project manager is mandatory.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City. Such services would be contracted for on an “as needed” basis likely via an amendment to the contract so long as not drastically altering the scope of work.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

E. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 6

PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a Proposer proposal. Proposals will be evaluated in accordance with the following:

1.	<u>Completed proposal submitted on time</u>	<u>Pass/Fail</u>
2.	<u>An original plus three (3) copies of the complete proposal</u>	<u>Pass/Fail</u>
3.	<u>Transmittal letter</u>	<u>Pass/Fail</u>
4.	<u>Project Understanding, Approach & Interest</u>	<u>30 points</u>
5.	<u>Consultant Project Team</u>	<u>15 points</u>
6.	<u>Consultant Team Qualifications & Experience</u>	<u>30 points</u>
7.	<u>Consultant Team Project Management</u>	<u>25 points</u>
8.	<u>Team Availability</u>	<u>Pass/Fail</u>
	<u>TOTAL EVALUATION POINTS</u>	<u>100 POINTS</u>

B. PRESENTATION/INTERVIEW

At the option of the City, the top two or three Proposers may be requested to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule the time and location of these presentations (if necessary) and notify the selected firms. Should one or more firms be selected for oral interviews, an additional 100 points in scoring will be assigned to the interview process.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to 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.

E. NEGOTIATIONS WITH TOP RANKED FIRM

Upon review of the proposals submitted (and after interviews if requested by the city), the City will enter into negotiations with the top ranked firm on a price for the work. If the City and the top ranked firm are unable after good faith negotiations to agree to a price, the City will move to the second ranked firm and enter into negotiations. The process shall repeat until either the City and a firm come to an agreed upon price or the City determines the project unfeasible at this time and elects to rescope and resolicit the work.

F. PROTEST OF AWARD

In accordance with Tigar Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of any proposal; and
6. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

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 purchase order 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: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor 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 Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

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

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: Stormwater Master Plan

Close: Tuesday, February 23, 2016

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Qualification Based Request for Proposal for Stormwater Master Plan and the attached engineering services agreement template (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

ATTACHMENT C
CITY OF TIGARD, OREGON
CITY OF TIGARD, OREGON
ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the City of Tigard, a municipal corporation, hereinafter referred to as the "City," and _____, whose authorized representative is _____, and having a principal being a registered engineer of the State of Oregon, hereinafter referred to as the "Engineer."

RECITALS

WHEREAS, the City's _____ fiscal year budget provides for _____ services for the _____ project; and

WHEREAS, the accomplishment of the work and services described in this Agreement is necessary and essential to the public works improvement program of the City; and

WHEREAS, the City desires to engage the Engineer to render professional engineering services for the project described in this Agreement, and the Engineer is willing and qualified to perform such services;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Engineer's Scope of Services

The Engineer shall perform professional engineering services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in Exhibit A, which is attached hereto and by this reference made a part of this Agreement.

2. Effective Date and Duration

This agreement shall become effective upon the date of execution and shall expire, unless otherwise terminated or extended, upon completion of the work or June 30, _____, whichever comes first. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. Engineer's Fee

A. Basic Fee

- 1) As compensation for Basic Services as described in Exhibit A of this Agreement, and for services required in the fulfillment of Paragraph 1, the Engineer shall be paid on an hourly rate based upon the "Schedule of Rates" in Exhibit B of this agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall not exceed the amount of _____ and _____ /100 Dollars (\$ _____) without prior written authorization.
- 2) The parties hereto do expressly agree that the Basic Fee is based upon the Scope of Services to be provided by the Engineer and is not necessarily related to the estimated construction cost of the Project. In the event that the actual construction cost differs from the estimated construction cost, the Engineer's compensation will not be adjusted unless the Scope of Services to be provided by the Engineer changes and is authorized and accepted by the City.

B. Payment Schedule for Basic Fee

Payments shall be made upon receipt of billings based on the work completed. Billings shall be submitted by the Engineer periodically, but not more frequently than monthly. Payment by the City shall release the City from any further obligation for payment to the engineer for service or

services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Special Services

Only when directed in writing by the City, the Engineer shall furnish or acquire for the City the professional and technical services based on the hourly rate schedule as described in Exhibit B of this contract for minor project additions and/or alterations.

D. Certified Cost Records

The Engineer shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For such purposes, the books of account of the Engineer shall be subject to audit by the City. The Engineer shall complete work and cost records for all billings on such forms and in such manner as will be satisfactory to the City.

E. Contract Identification

The Engineer shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or social security number, as the City deems applicable.

F. Payment – General

- 1) Engineer shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Engineer shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime.
- 3) Engineer shall 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 Engineer or all sums which Engineer agrees to pay for such services and all moneys and sums which Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- 5) Engineer shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Engineer shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 6) If Engineer fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Engineer, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Engineer. The payment of the claim in this manner shall not relieve Engineer or their surety from obligation with respect to any unpaid claims.

4. Ownership of Plans and Documents: Records

- A.** The field notes, design notes, and original drawings of the construction plans, as instruments of service, are and shall remain, the property of the Engineer; however, the City shall be furnished, at no additional cost, one set of previously approved reproducible drawings as well as storage device such as thumb drive or sd card in “DWG” or “DXF” format, of the original drawings of

the work. The City shall have unlimited authority to use the materials received from the Engineer in any way the City deems necessary.

- B.** The City shall make copies, for the use of and without cost to the Engineer, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Engineer pursuant to this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.
- C.** The Engineer shall furnish to the City, copies of all maps, records, field notes, and soil tests which were developed in the course of work for the City and for which compensation has been received by the Engineer at no additional expense to the City except as provided elsewhere in this Agreement.

5. Assignment/Delegation

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Engineer shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. Engineer is Independent Contractor

- A.** The City's project director, or designee, shall be responsible for determining whether Engineer's work product is satisfactory and consistent with this agreement, but Engineer is not subject to the direction and control of the City. Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 3 of this Agreement.
- B.** Engineer is an independent contractor and not an employee of City. Engineer acknowledges Engineer's status as an independent contractor and acknowledges that Engineer is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Engineer to provide services under this contract are employees of Engineer and not of City. Engineer acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Engineer is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Engineer under the terms of the agreement, to the full extent of any benefits or other remuneration Engineer 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 Engineer or to a third party) as a result of said finding.
- C.** The undersigned Engineer 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 the Engineer, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** If this payment is to be charged against Federal funds, Engineer certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his/her normal charge for the type of service provided.

- E. Engineer 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. Engineer shall 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.
- G. Engineer is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Engineer as a material inducement to enter into this Agreement. Engineer represents to the City that the work under this contract will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Engineer's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Engineer of any responsibility for design deficiencies, errors or omissions.
- B. Claims for other than Professional Liability. Engineer agrees and shall 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 Engineer or its subcontractors, sub-consultants, agents or employees in performance of this contract 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 shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Claims for Professional Liability. Engineer agrees and shall 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, arising out of the professional negligent acts, errors or omissions of Engineer or its subcontractors, sub-consultants, agents or employees in performance of professional services under this agreement. Any work by Engineer that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Engineer, regardless of the type of claim made against the City in performance of this contract. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Engineer unrelated to the quality of professional services provided by Engineer in performance of this contract.

8. Insurance

Engineer and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover risks arising directly or indirectly out of Engineer’s activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

A. Commercial General Liability Insurance

Engineer shall obtain, at Engineer’s expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$50,000

B. Professional Liability

Engineer shall obtain, at Engineer’s expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by any actual or alleged negligent act, error or omission in the rendering of or failure to render Professional Services. Combined single limit per claim shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a “claims-made” form.

C. Commercial Automobile Insurance

Engineer shall also obtain, at Engineer’s expense, and keep in effect during the term of the contract (Symbol 1 or Symbols 8 and 9 as applicable) Commercial Automobile Liability coverage on an “occurrence” form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

If Contractor operates a personally-owned vehicle for business use under this contract, the Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of the contract, business automobile liability coverage for all owned vehicles on an “occurrence” form. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

D. Workers’ Compensation Insurance

The Engineer, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. 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. Engineers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

E. Additional Insured Provision

All policies aforementioned, other than Workers' Compensation and Professional Liability, shall include the City its officers, employees, agents and representatives as additional insureds with respect to this contract. Coverage will be endorsed to provide a "per project" aggregate.

F. Extended Reporting Coverage

If any of the aforementioned liability insurance is arranged on a "claims-made" basis, Extended Reporting coverage will be required at the completion of this contract to a duration of 24 months or the maximum time period the Engineer's insurer will provide such if less than 24 months. Engineer will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims-made" liability coverage for 24 months following contract completion. Continuous "claims-made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. Coverage will be endorsed to provide a "per project" aggregate.

G. Insurance Carrier Rating

Coverage provided by the Engineer 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.

H. 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 the Contractor is self-insured for commercial general liability or automobile liability insurance the Contractor must provide evidence of such self-insurance. The 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.

I. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Engineer shall furnish a Certificate of Insurance to the City. No contract shall be 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 contract and include a copy of Additional Insured Endorsement. A renewal certificate will be sent to the address below prior to coverage expiration.

J. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

K. Primary Coverage Clarification

The parties agree that Engineer's coverage shall be 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.

L. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability and commercial automobile policies required by this contract.

A certificate in form satisfactory to the City certifying to the issuance of such insurance will be forwarded to:

City of Tigard
Attn: Contracts and Purchasing Office
13125 SW Hall Blvd
Tigard, Oregon 97223

At the discretion of the City, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company may be required to be forwarded to the above address.

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Engineer's liability hereunder. Notwithstanding said insurance, Engineer shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. Termination Without Cause

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

10. Termination With Cause

A. City may terminate this Agreement effective upon delivery of written notice to Engineer, 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 Engineer, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Engineer becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Engineer, if a receiver or trustee is appointed for Engineer, or if there is an assignment for the benefit of creditors of Engineer.

Any such termination of this agreement under paragraph (A) shall 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 Engineer, may terminate the whole or any part of this Agreement:

- 1) If Engineer fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Engineer fails to perform any of the other provisions of this Agreement, or so 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 days or such other period as City may authorize.

- 3) If Engineer fails to eliminate a conflict as described in Section 14 of this agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Engineer shall not be 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), Engineer shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Engineer bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Engineer. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Engineer 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.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall 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 shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	
Attn:	Attn:
Address: 13125 SW Hall Blvd. Tigard, Oregon 97223	Address:
Phone: (503) 718-	Phone: ()
Fax: (503)	Fax: ()
Email:	Email: (Contact person's email)

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

13. Merger

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 shall be effective unless and until it is made in writing and signed by both parties.

14. Professional Services

The City requires that services provided pursuant to this agreement shall be provided to the City by an Engineer, which does not represent clients on matters contrary to City interests. Further, Engineer shall not engage services of an engineer and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Engineer represent clients on matters contrary to City interests or engage the services of an engineer and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Engineer shall consult with the appropriate City representative regarding the conflict.

After such consultation, the Engineer shall have seven (7) days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 10 (B - 3) of this agreement.

15. Force Majeure

Neither City nor Engineer shall 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 shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

16. Non-Discrimination

Engineer agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Engineer also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. Errors

Engineer shall 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.

18. Extra (Changes) Work

Only the City's Project Manager may authorize extra (and/or change) work. Failure of Engineer to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Engineer thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

20. Compliance With Applicable Law

Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279A, 279B, and 279C.

21. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and

nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

22. Access to Records

City shall have access to such books, documents, papers and records of Engineer as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

23. Audit

Engineer shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Engineer agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

24. 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 shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

25. Representations and Warranties

Engineer represents and warrants to the City that:

- A. Engineer has the power and authority to enter into and perform this Agreement.
- B. This Agreement, when executed and delivered, is a valid and binding obligation of Engineer, enforceable in accordance with its terms.
- C. Engineer (to the best of Engineer's knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with:
 - 1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2) Any tax provisions imposed by a political subdivision of this state that applied to Engineer, to Engineer's property, operations, receipts, or income, or to Engineer's performance of or compensation for any work performed by Engineer;
 - 3) Any tax provisions imposed by a political subdivision of this state that applied to Engineer, or to goods, services, or property, whether tangible or intangible, provided by Engineer; and
 - 4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any intellectual property rights or such delivered to the City under this Agreement, and Engineer's services rendered in the performance of Engineer's obligations under this Agreement, shall be provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

26. Compliance with Tax Laws

- A. Engineer must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 25.C. 1) through 4) of this Agreement.
- B. Any violation of subsection A of this section shall constitute a material breach of this Agreement. Further, any violation of Engineer’s warranty, in subsection 25.C of this Agreement, that the Engineer has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:
 - 1) Termination of this Agreement, in whole or in part;
 - 2) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Engineer, in an amount equal to State’s setoff right, without penalty; and
 - 3) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City shall be entitled to recover any and all damages suffered as the result of Engineer's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement Engineer.

These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

27. Complete Agreement

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the Parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibits, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and Exhibit B, Exhibit A shall control.

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

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Engineer has executed this Agreement on the date hereinabove first written. Awarded by Tigard’s Local Contract Review Board at their ___ meeting.

CITY OF TIGARD

By: Marty Wine, City Manager

By: Authorized Contractor Representative

Date

Date

