

City of Bandon

CITY COUNCIL AGENDA DOCUMENTATION	DATE: August 7 th , 2023
SUBJECT: Beach Access Connector – Contract with Parametrix	ITEM NO: 5.1.3

BACKGROUND:

The City is currently under contract with Parametrix, an engineering and planning firm, to prepare the City's Transportation System Plan. In order to consolidate effort and save the City time and money, we would like to extend an additional contract with them for the Beach Access Connector, a route that would link public beach access points throughout Bandon. The first phase of this project is to prepare a feasibility and preliminary engineering study to better understand constraints, engage with the community, and review possible design options.

At the last meeting, the Council shared concerns about the cost and necessity of the project. Preliminary engineering for a project of this size is critical to ensure we have no unanswered questions when we get to the construction phase. This project will explore the following:

- What side of the street should the path be on?
- Where is the right-of-way? (may require some reconciliation)
- How do we deal with storm drainage?
- Can we meet minimum design standards with an alternative path design?
- What are the subsurface conditions? These will determine pavement design and cost.

Completing preliminary engineering helps us answer the "readiness" question often asked in grant requests. We think this project will be eligible for a number of grants, including the ODOT Community Pathways, ODOT Safe Routes to School, and Federal Lands Access Program. Without some initial investigation, we won't be able to put together the final design necessary to be successful applicants of these grant programs.

The proposed contract, including the scope of work and budget, are attached for your review and approval.

FISCAL IMPACT:

The total cost of the contract will not exceed \$103,663.

RECOMMENDATION:

Make a motion to award the contract to Parametrix.

SUBMITTED BY:

Dana Nichols
Dana Nichols, *Planning Manager*

PROFESSIONAL SERVICES AGREEMENT
Summary of Terms

A. CLIENT NAME:	Cityof Bandon
Address:	PO Box 67, Bandon OR. 97411
B. PROJECT NAME:	Beach Access Connector
C. PARAMETRIX:	
Office Address:	700 NE Multnomah, suite 1000 Portland, OR 97232
Project Number:	274-XXXX-001
D. EXECUTION DATE:	See date of latest signature by Parties on page 6.
(date of latest signature by parties)	
E. TERM:	Expires Month, XX, Year
(time for completion; see Exhibit B for work schedule)	

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]
<input type="checkbox"/> Lump Sum	Lump Sum Amount: \$ _____
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount: \$ _____
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount: \$ _____
<input checked="" type="checkbox"/> Other: <u>Time & Materials</u> <u>NTE</u>	Total Compensation Amount: \$ <u>103,663.00</u>

G. NOTICES:	
If to Client:	If to Parametrix:
Address: PO Box 67	Address: 700 NE Multnomah St, suite 1000
_____	_____
Bandon OR. 97411	Portland, OR 97232
_____	_____
Attention: Dana Nichols	Attention: Richard Roché
_____	_____
(name of designated client representative)	(name of Parametrix signator)
Phone: 541-347-7922	Phone: 503/233-2400
_____	_____
Fax:	Fax: 855/542-6353
_____	_____
E-mail: dnichols@cityofbandon.org	E-mail: rroche@parametrix.com
_____	_____

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "**Agreement**") is entered into by and between Parametrix, Inc. ("**Parametrix**") and The City of Bandon ("**Client**") as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "**Party**" and collectively as the "**Parties**.") The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the "**Services**"). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation

2.1 Parametrix's compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1 (b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

- 5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.
- 5.2 Termination For Cause. This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than

ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.

5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party.

5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. Limitation of Remedies

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party, whether in tort or in contract, for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement or \$50,000, whichever is greater. As used in this paragraph, when referring to Parametrix as a liable Party, Parametrix includes Parametrix and its Directors, Officers, Employees or Agents.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Parametrix, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

8. Indemnification

8.1 **By Parametrix.** Subject to Section 7, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 **By Client.** Subject to Section 7, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances and Pathogens

9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances, viruses, diseases, or any other pathogens do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances, viruses, diseases, or pathogens on or from the Project site.

10. Insurance

Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least \$1,000,000 combined single limit.

11. Confidentiality

11.1 **Definition of Confidential Information.** "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing

Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

- 11.2 **Exclusion.** Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.
- 11.3 **Receiving Party Obligations.** Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

- 12.1 **Work Deliverables.** "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.
- 12.2 **Project Documents.** All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of

bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

- 14.1 **Work Deliverables.** Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.
- 14.2 **Project Documents.** All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

- 16.1 **If Client is the Owner.** If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.
- 16.2 **If Client is not the Owner.** If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent

or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association (“AAA”) using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

19.1 Governing Law; Venue; Attorneys’ Fees. This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys’ fees.

19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.

19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party’s prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. “Affiliate” means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.

19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.

19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.

19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a “Waiver,” and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.

19.8 Force Majeure. Neither Party shall be responsible for delays caused by factors beyond the Party’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the other Party to furnish timely information or approve or disapprove of the

Party's services or work product, or delays caused by faulty performance by the other Party or by contractors of any level. When such delays beyond the Party's reasonable control occur, the other Party agrees that the Party shall not be responsible for damages, nor shall the Party be deemed in default of this Agreement.

19.9 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.

19.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

19.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for Work Completion

Exhibit C – Schedule of Compensation

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

PARAMETRIX, INC.

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

Exhibit A – Scope of Work

Task 1. Project Management

1.1 Meetings

Consultant shall participate in biweekly check-in calls, expected to be 30 minutes in length, 12 total. Consultant shall participate in a kickoff in-person in Bandon that includes a walk/tour of the corridor. During the corridor tour, consultant will note corridor constraints, take pictures, and collect other information to inform the project.

1.2 Administration

Consultant shall develop a project schedule, administer the project, and send monthly progress report and invoices. This project is expected to last 6 months.

Task 2. ROW Resolution Desktop Survey

2.0 Right-of-way Resolution

Consultant shall provide preliminary ROW resolution information at five (5) select locations. Consultant shall perform the following tasks:

- Collaborate with City to understand areas of the corridor where there are known ROW constraints
- Research County Surveyor's site for existing surveys of record to be used for the ROW resolution.
- Preliminarily resolve ROW issues in select locations through existing surveys of record on a desk top level of effort.. Up to five (5) title reports will be pulled to support ROW resolution
- Develop narrative or plan-view graphics showing likely ROW boundary with approximate aerial imagery as a background to display potential issues.

Notes and Assumptions

- Consultant shall order up to 5 title reports and only these five (5) title report lots will be preliminarily resolved.
- No field survey will occur. It is assumed that full survey and final boundary resolution would happen during a future design phase of the project.
- The ROW will be preliminary and will be based on GIS data, existing surveys of record and the title reports. There may be deviations to the final ROW based on an actual field survey.

Task 3. Engagement

3.1 Engagement

It is anticipated that some engagement for this project will be accomplished by engagement contemplated by the TSP project, expected to start in November 2022. Consultant will create a very brief engagement plan that details engagement activities specific to this project.

Consultant shall participate in up to one stakeholder or other engagement meeting in-person in Bandon. Consultant shall also participate in up to 3 additional stakeholder meetings virtually.

Consultant shall:

- Develop an online open house
- Up to two 3d renderings of design concepts that will be used in outreach
- Develop up to two one-page fliers or fact sheets about the project
- Participate and develop materials for one in-person event (corridor walk, tabling, or traditional open house). One consultant team member will attend. The exact event format and timing will be documented in the engagement plan.

Assumptions:

- City will coordinate the time, place, and logistics for an in-person even
- City will post a link to the online open house on the City's website

Task 4. Design Concept Development

4.1 Design Options

Consultant shall first document the desired user groups of the facility and associated design criteria. Then, Consultant will develop alternative cross-sections for different segments of the corridor based on these assumptions. It is anticipated that there would be up to four segments with up to two alternative cross sections per segment. In addition, Consultant will identify key crossing locations. Cross sections will reflect corridor constraints (e.g., narrow or obstructed ROW).

These alternative design options will be reviewed by the public during outreach to help determine the preferred concept. Consultant shall conduct one field visit related to archeological and historic resources, as well as natural resources.

4.2 Draft and Final Design Concept

Consultant shall develop a plan-view layout and revised cross-sections of the preferred concept for the corridor from Madison Street to south city limits. Consultant shall document the overall process to develop the preferred design concept in a brief Draft and Final Beach Loop Drive Design Concept Report.

Consultant shall include the following for the Draft and Final Concept Report:

- Proposed access points and parking areas
- Planning-level cost estimates by segment
- Feasibility assessment, including:
 - o discussion on stormwater issues and requirements in the corridor
 - o discussion on any known ROW issues
 - o High-level documentation of known environmental constraints, archeological/cultural/historic resources, potential permitting needs, and related issues
- Next steps, including areas of further study or refinement needed

Consultant shall develop a draft report. City shall provide one set of consolidated comments to Consultant who will then produce a final report.

Exhibit B – Schedule for Work Completion

Project is scheduled to take 6 months.

Exhibit C – Schedule of Compensation

Please see attached Exhibit C

City of Bandon Beach Loop Drive Path Project # TBD		Staff Name	R. Farncomb	E. Mannisto	J. Nolin	C. Clausen	S. Uhrich	K. Pitts	D. Richter	I. Kilpatrick	C. Tinsley	C. Olson	T. Maclean	C. Robinson	C. Pacheco	D. Mills	Labor Summary		Expenses		Expense Total	TOTAL
		Title/Category	Senior Consultant	Planner II	Planner IV	Senior Engineer	Engineer II	Senior Project Controls	Senior Project Accountant	Planner III	Senior GIS Analyst	Engineer III	Senior Scientist	Surveying Supervisor	Surveyor III	Survey Supervisor	Hours	Dollars	Travel	Other		
		Billing Rate	237.20	109.68	163.55	208.91	126.58	139.23	121.70	122.34	151.45	144.69	216.99	224.96	136.40	194.36						
TOTAL FEE ESTIMATE		\$ 11,386	\$ 13,601	\$ 3,598	\$ 6,267	\$ 16,709	\$ 2,506	\$ 1,460	\$ 1,468	\$ 2,726	\$ 1,158	\$ 5,208	\$ 12,598	\$ 8,457	\$ 1,555	574	\$ 88,696	\$ 2,727	\$ 12,240	\$ 14,967	\$ 103,663	
1.0	Project Management	26	16			12	18	12									84	\$ 13,408	990	-	\$ 990	\$ 14,398
1.1	Meetings	20	16			12											48	\$ 8,018	990		\$ 990	\$ 9,008
1.2	Administration	6					18	12									36	\$ 5,390			\$ -	\$ 5,390
2.0	ROW Resolution													56	62	8	126	\$ 22,609	-	1,800	\$ 1,800	\$ 24,409
2.1	ROW Resolution												56	62	8	126	\$ 22,609		1,800	\$ 1,800	\$ 24,409	
3.0	Engagement	14	48	8					12	6							88	\$ 12,271	1,240	-	\$ 1,240	\$ 13,511
3.1	Engagement	14	48	8					12	6							88	\$ 12,271	1,240		\$ 1,240	\$ 13,511
4.0	Design Concept Development	8	60	14	30	120				12	8	24					276	\$ 40,409	497	10,440	\$ 10,937	\$ 51,346
4.1	Design Options	4	20	6	6	20				8		16					80	\$ 12,592	497	10,440	\$ 10,937	\$ 23,529
4.2	Draft and Final Design Concept	4	40	8	24	100				4	8	8					196	\$ 27,816			\$ -	\$ 27,816
Total Hours		48	124	22	30	132	18	12	12	18	8	24	56	62	8	574						
TOTALS		\$ 11,386	\$ 13,601	\$ 3,598	\$ 6,267	\$ 16,709	\$ 2,506	\$ 1,460	\$ 1,468	\$ 2,726	\$ 1,158	\$ 5,208	\$ 12,598	\$ 8,457	\$ 1,555	574	\$ 88,696	\$ 2,727	\$ 12,240	\$ 14,967	\$ 103,663	