

Council Business Meeting

June 4, 2019

Agenda Item	Approval of Personal Services Contract for Construction Contract Services for both Hersey Street Reconstruction Engineering and the Railroad Crossing Improvements at Laurel and Hersey	
From	Paula C. Brown, PE Karl Johnson, EIT	Public Works Director Project Manager
Contact	paula.brown@ashland.or.us karl.johnson@ashland.or.us	541.552.2411 541.552.2415

SUMMARY

Before Council is a personal services contract to perform phase three, construction contract administration, construction engineering, and inspection services for the Hersey Street Reconstruction and Laurel and Hersey Railroad Crossing Improvements. Tonight's action is for approval of phase three for construction contract services with OBEC Consulting Engineering for an amount not to exceed \$469,925.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Goal 1: Develop current and long-term budgetary resilience – Evaluate revenue streams
- Goal 2: Analyze City departments/programs to gain efficiencies, reduce costs and improve services
 - Evaluate and communicate street program timelines and funding security
- Goal 3: Enhance and improve transparency and communication
 - Develop a robust program to engage with Ashland citizens about City priorities and our progress on those priorities...

Maintain *Essential Services*

Continue to leverage resources to develop and/or enhance *Value Services*

- Multi-modal Transportation
- All-Age Friendly Community

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

On [February 6, 2018](#), Council approved a personal services contract for professional engineering and design services for the Hersey Street Reconstruction Project with OBEC Consulting Engineering for \$627,525, of which \$498,200 has been expended to date. This project was originally released through an open request for qualifications (RFQ) based proposals. OBEC was selected as the best qualified. The project has three distinct phases: 1) preliminary design and permitting, 2) final design and bidding, and 3) construction administration services. With Council authorization, OBEC has completed phase one and two, preliminary design and permitting, and final design and bidding services.

Council approved the Capital Improvements Program (CIP) on [April 2, 2019](#). The CIP includes the construction of both the Hersey Street Reconstruction and the Railroad Crossing Improvements at Laurel and Hersey in the 2019-21 biennium.

FISCAL IMPACTS

The 2017-19 Street Division Biennium Budget includes funds for contracted services (capital improvement program) in the amount of \$4,000,000 for this project. Revenues for this project come directly from the re-apportionment of Food and Beverage Tax monies into the Street Fund. This portion of the project coincides with the bidding and subsequent construction award for the Hersey Street Reconstruction and the Railroad Crossing Improvements at Laurel and Hersey. Design and permitting costs to date for both projects totals just under \$534,000. Construction estimates for both jobs total just under \$3.5 million. The proposed construction services fee is 13.8 percent of the engineer's construction estimate, well within industry standard for this level of construction complexity. A portion of the project will use systems development charges to fund both the construction improvements and engineering.

STAFF RECOMMENDATION

Staff recommends approval of a contract for professional engineering; phase three construction administration services with OBEC Consulting Engineers, Inc., for the Hersey Street Reconstruction Project and the Railroad Crossing Improvements as Hersey and Laurel for an amount not to exceed \$469,925.

It is often asked why staff cannot complete this level of construction engineering services in house. In many cases, staff is the independent project manager and inspector on City projects. For a construction project of this magnitude, the City is well served to gain the services of an independent engineering consultant to assist the City's project manager in making construction decisions and inspecting the work being completed by the contractor. This phase of the project includes monitoring the work of the construction contractor documenting and compiling the results of the contractor's quality control program in accordance with approved plans and specifications, supporting the City's project manager in project/team management, day-to-day contract management, construction review of submittals, requests for information, construction inspection, managing work schedules, coordinating utility conflicts, quality and quantity assurance documentation, daily inspections to include erosion and sediment control measures, base materials and full depth reclamation, ADA sidewalk and ramp installation, and record drawings necessary for completion of the project.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council has the option to approve this contract or refer action back to staff for a new request for construction engineering proposals. Potential motions include:

1. I move to approve a contract for professional engineering for phase three construction contract administration, and construction engineering and inspection services for both the Hersey Street Reconstruction and the Railroad Crossing Improvements at Laurel and Hersey with OBEC Consulting Engineers Inc. for an amount not to exceed \$469,925.
2. Direct staff to reconsider a new solicitation for construction administration services with the understanding that the City will incur some costs for OBEC as the engineer of record to settle any design considerations.

REFERENCES & ATTACHMENTS

Attachment 1: Personal Services Contract between the City and OBEC Engineering
[February 6, 2018 Council Packet Materials](#)
[April 2, 2019 Council Packet Materials](#)

PERSONAL SERVICES AGREEMENT (greater than \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/552-6006</p>	<p>CONSULTANT: OBEC Consulting Engineers, Inc. CONSULTANT'S CONTACT: Jaime Jordan ADDRESS: 920 Country Club Road, Suite 100B Eugene, Oregon 97401 TELEPHONE: 541-683-6576 EMAIL: jjordan@obec.com</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and OBEC Consulting Engineers a domestic business corporation ("hereinafter "Consultant"), for construction engineering support for the Hersey Street Reconstruction Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2020.
- 2. Scope of Work:** Consultant will provide those construction engineering support services as more fully set forth in the Consultant's complete written Scope and Fee Amendment for Construction Engineering Support dated April 15, 2019, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to herein as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
- 5. Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

6. **Compensation:** City shall pay Consultant at the rates as set forth in “Exhibit A,” Consultant’s complete written Scope and Fee Amendment for Construction Engineering Support dated April 15, 2019, as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$469,922.60** (four hundred sixty-nine thousand nine hundred twenty-two dollars and sixty cents) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant’s invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced as a result of or in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$21,127.46 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as “Exhibit B” predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days’ prior written notice delivered by certified mail or in person.
 - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. 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 or are no longer eligible for the funding proposed for payments authorized by this Agreement; or

iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

d. For Default or Breach.

i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

ii. Time is of the essence for Consultant's performance of all Work under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

12. Independent Contractor Status: Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. Assignment: Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

14. Default. The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified

in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

15. Insurance. Consultant shall, at its own expense, maintain the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
- b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
- f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. Nondiscrimination: Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

17. Consultant's Compliance With Tax Laws:

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and

(iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

- 18. Governing Law; Jurisdiction; Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City and the Consultant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Consultant, by its signature hereon of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.
- 19. THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. 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 THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY 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.**
- 20. Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
- 21. Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

22. **Certification.** Consultant shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

CITY OF ASHLAND:

By: _____
City Administrator

Printed Name

Date

**OBEC CONSULTING ENGINEERS,
(CONSULTANT):**

By: _____
Signature

Printed Name

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date



April 15, 2019

Karl Johnson, E.I.T.
City of Ashland Engineering Department
20 East Main Street
Ashland, OR 97520

EUGENE, OR
Corporate Office
541.683.6090

LAKE OSWEGO, OR
503.620.6103

SALEM, OR
503.589.4100

MEDFORD, OR
541.774.5590

VANCOUVER, WA
360.314.2391

www.obec.com

RE: Hersey St. Reconstruction from N. Mountain Ave. to N. Main St./ Laurel & Hersey Street
Railroad Crossing
OBEC Project No. P649-0029.50

Dear Karl,

Subject: Scope and Fee Amendment for Construction Engineering Support

OBEC Consulting Engineers (OBEC, "Consultant") appreciates the opportunity to assist the City of Ashland (City) in the reconstruction of Hersey Street between North Mountain Street and North Main Street including the Laurel and Hersey Streets Railroad Crossing. This letter contains OBEC's proposed scope, schedule, and fee to complete the Construction Contract Administration and Construction Engineering and Inspection (CA/CEI) necessary to complete construction of the replacement facilities.

PROJECT BACKGROUND AND UNDERSTANDING

This project will rebuild (or other appropriate designs such as grind/inlay in some areas) the road in-between the curb/gutter from N. Main Avenue to N. Mountain Street. ADA ramps and pedestrian crossings will need to be updated to meet current standards. The project will also upgrade critical storm drainage and add street lighting within the project limits. In addition, the project will also upgrade the railroad crossing at the intersection of Hersey Street and Laurel Street. Upgrades at the crossing will include new pedestrian crossings, new sidewalks, new storm drainage and street lighting.

AMENDMENT 1 SCOPE OF WORK

This scope outlines additional tasks needed to perform construction engineering support. This Scope of Work does not supersede or revise any tasks from the previous contract or amendments unless specifically noted herein.

STATEMENT OF WORK

PHASE 2 - CONSTRUCTION

Consultant shall provide Construction Contract Administration (CA) and Construction Engineering and Inspection (CEI) services necessary to meet City standards. Consultant shall monitor the work of the Construction Contractor (CC) to document the work and compile the results of the CC's Quality Control program in accordance with approved plans and specifications.

CA/CEI work tasks typically include supporting the team lead in project/team management, contract management, construction review of CC submittals, construction inspection, quality and quantity assurance documentation, and record drawings necessary for completion of the project. The tasks necessary to achieve a completed project for federal reporting are listed below.

Roles and Responsibilities

The City's PM is the primary point of contact for Consultant. The City's PM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The PM may distribute deliverables to appropriate City personnel for review and approval.

The City has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO")], prepared by the consultant are subject to City review and approval prior to implementation by the CC.

City

- Access to City owned ROW and easements
- Attend Project meetings
- Review and comment on progress submittals
- Coordination with other outside agencies
- Coordination with other City departments
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Sign CCO's prepared by Consultant prior to implementation by CC
- Provide public outreach on the Project
- Final Project acceptance

Consultant:

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this SOW in accordance with the delivery schedules identified and outlined below
- Changes to Consultant's Project Manager are subject to City approval and will require written notice to City prior to the change
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity

Task 14 – Construction Project Management and Coordination

Task 14.1 Management & Coordination

The major objective of this task is to establish and maintain the lines of communication and set forth the priorities between the City, Agencies, and Construction Contractor (CC). As the work progresses, the objective will be to coordinate OBEC staff, keep the City informed of work

progress, and perform day-to-day management tasks. It is assumed that Ten (10) invoices will be required during the course of the project.

Deliverables:

Consultant shall:

- Provide invoices and progress reports.
- Schedule: Monthly in normal billing cycle.

Task 14.2 Meetings

Following the award of the construction contract, and as specified in Standard Specification 00180.42, a preconstruction conference will be held with City and CC to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the project. The project coordination task will be ongoing throughout the project.

It is also assumed that weekly Project Progress Meetings will be held. Consultant management team will attend in-person. It is assumed twenty four (24) Progress Meetings will be held.

Deliverables:

Consultant shall:

- Develop agenda, attend and lead preconstruction conference with CC and City staff. Conference may also include utility companies located within the project limits.
- Schedule: Within 30 days of notice to proceed to CC.
- Provide minutes of preconstruction conference and progress meetings.
- Schedule: One (1) week after each meeting.

Task 15 – Construction Engineering and Inspection (CEI)

Task 15.1 – Inspection and Reporting

Consultant shall perform CEI services on this project as required to document conformance of the construction with the approved plans and specifications for the project.

Assumptions:

- Duration of construction will be no more than 175 working days or 9 months, including seeding establishment inspections.
- Budget includes full time (up to 50 Hours per week) onsite construction inspection.

The general order and nature of the inspection will be as follows:

- Inspect installation of traffic control
- Inspect erosion and sediment control measures.
- Inspect removal of structures and obstruction.
- Inspect excavations and light pole foundations.

- Inspect curb, gutter and sidewalk installations.
- Inspect aggregate base and full depth reclamation.
- Inspect paving and striping.
- Inspect ADA ramp installations.
- Document ADA Ramp Inspections.
- Document quantity and quality as required confirming CC compliance to the contract.

Consultant shall coordinate and schedule one environmental compliance monitoring visit to coincide with activities that have significant environmental components, and prepare a brief monitoring memorandum after the visit summarizing site conditions. Consultant shall review onsite conditions and construction techniques during the site inspection to assess compliance with the Pollution Control Plan, the Erosion and Sediment Control Plan, and general environmental conservation measures.

Consultant shall perform construction documentation tasks required to document CC activities during the project. Consultant shall prepare all documentation on forms and reports approved by the City. It is anticipated that the forms and documentation methods used will follow ODOT standards for Federal-aid projects.

General documentation includes general daily progress reports, quantity and quality documentation, monthly estimates for payment, subcontract review, payroll review and labor compliance monitoring, and notification of commencement and completion for CC work on site. These tasks will be on-going throughout the project.

Acceptance of CC's Quality Control for field-tested materials will be based on the ODOT Quality Assurance (QA) Program as described in the ODOT Manual of Field Test Procedures. Verification testing will be coordinated by the Consultant through the use of an ODOT certified independent testing laboratory as deemed necessary by the Engineer. Costs for any outside materials testing required will be billed as a direct expense. Acceptance of non-field tested materials will be according to ODOT's Non-field Tested Materials Acceptance Guide. Documentation for all QA purposes will be compiled and submitted to the City at the end of the project.

Deliverables:

Consultant shall:

- Prepare general daily progress reports for days on-site and submit to City.
- Schedule: Submit to City with final documentation upon completion of project.
- Prepare quantity and quality documentation necessary for payment and submit to City.
- Schedule: Submit to City with final documentation upon completion of project.
- Prepare and submit Notifications for commencement and completion of construction, and Notification of project completion.
- Schedule: Submit to City within 3 days of each milestone.
- Prepare monthly progress pay estimate with the quantities of work performed by the CC and submit to City for payment to the CC.
- Schedule: Submit to City by the first Wednesday of each month.

- Monitor receipt of and review weekly certified payrolls from all applicable contractors to ensure payment of prevailing wages and overtime in accordance with state law.
- Schedule: Send certified payrolls to City upon completion of review.
- Submit one (1) Construction Monitoring Report to document the environmental site visit
Schedule: submit to the CC and City staff within five (5) business days after making the monitoring site visit.

TASK 15.2 Surveying

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available on line at: <http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>) as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

Task 15.2.1 QA Survey

Consultant shall:

- Coordinate with City and CC as needed to require compliance with and verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws.
- Attend and participate in a pre-survey meeting with the CC, City and others as may be appropriate. Consultant shall coordinate with CC, City to determine participants and to schedule the pre-survey meetings at an agreed-upon time no later than 2 weeks prior to beginning construction. Prepare and distribute the meeting agenda to City and other participants at least 4 business days prior to meeting. Prepare and distribute the meeting minutes to City and other participants within 1 week of meeting.
- Perform QA review of CC's survey data such as, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed and the results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.
- Perform QA review of CC's field survey work. Provide memo indicating dates and times the survey field checks of CC's survey work were performed and the results of the field checks

along with copy of notification to CC on items not in compliance with approved construction plans and when/what corrections were made.

- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the CC's surveyor.
- Prepare horizontal and vertical alignment print outs, construction grade data, including annotated cross sections (from the construction contract plans) for use by the CC's surveyor.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than twelve (12) site visits by a one-man survey crew for QA surveying.

Deliverables:

- Map, digital ASCII file of the coordinates and field notes as applicable, of horizontal and vertical control points – Submit original to CC at the pre-construction or pre-survey meeting.
- Horizontal and vertical alignment print outs, construction grade data, including annotated cross sections – Submit original to CC at the pre-construction or pre-survey meeting.

Task 15.2.2 Locate, Recover & Reference Monuments

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW identified in the control, recovery and retracement survey. Consultant shall document in field notes the monuments either found, or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (include date),
- All monuments exist per the control, recovery and retracement survey, or
- All monuments are within the new ROW and do not need to be reset

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments shown on the control, recovery and retracement survey to confirm they either still exist or were destroyed during construction. Consultant shall note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate.

Deliverables

- Submit the deliverables below to the CITY.
- ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting Monumentation surveying - Submit within (2) weeks after recording of the survey filing map (SFM) with the appropriate County Surveyor's office
- Original field notes and (1) electronic .pdf copy - Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

Task 15.2.3 Right of Way Monumentation

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall perpetuate the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Unless otherwise approved by the Local Agency, Consultant shall monument the new ROW using the Boundary Method in conformance with the [ODOT Monumentation Policy](#) and the [Survey Filing Map Standards](#), available on the Internet at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant may be assigned the method of monumentation, which could be the Network Method, Boundary Method, or a combination of both methods which are defined in the [ODOT Monumentation Policy](#).

Consultant shall set control and/or ROW monuments within 45 days of the completion of construction.

Deliverables

- Submit the deliverables below to the City.
- AutoCad Civil 3D file displaying the control and/or monuments – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- AutoCad Civil 3D file with centerline(s), control and monument data, and report of alignment(s) showing coordinates, bearing, stations, etc., per AutoCad Civil 3D reports – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Final report of monument station and offset relationship to the alignment(s) – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Original field notes and (1) copy in .pdf format – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office
- Final ASCII file of all control and monument points set – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

Task 15.2.4 Monumentation Survey Filing Map (SFM)

Consultant shall create SFM in accordance with Agency Survey Filing Map Standards, County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the [ODOT Construction Survey Manual for Contractors](#), available on line at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant shall monument any newly acquired ROW in accordance with Survey Filing Map Standards for Right of Way Monumentation, available on line at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

Consultant shall submit the survey to Jackson County for filing on archival Mylar or acceptable media per county requirements.

Deliverables

- SFM –File at the appropriate County Surveyor's office within (45) days after setting monuments.
- Submit the deliverables below to the CITY
- Final recorded SFM and narrative regarding methodologies used – Submit within (2) weeks after recording of the SFM with the appropriate County Surveyor's office

Task 16 - Construction Contract Administration

Task 16.1 – Review of Construction Submittals

Consultant shall perform review of submittals including traffic control, pollution control and erosion control, work containment system, and technical submittals related to the items constructed under the construction contract. Consultant shall review submittal drawings in a timely manner to avoid delay of the CC's operations.

Consultant shall provide project schedule review and analysis throughout the duration of the project. The goal is to assist the CC in maintaining and adhere to an accurate schedule, and also alleviate and/or reduce issues and delays.

Consultant shall review and provide comments to City Staff on CC's project schedule at the preconstruction meeting. Review shall check for logic and duration of activities along with completeness of the schedule. Assume up to 25 submittals with up to 8 hours per submittal review including design and construction review and administration time.

Deliverables:

Consultant shall:

- Provide submittal review and approval.
- Schedule: Review and process within the 21-day period identified in ODOT 2015 Standard Specifications for Highway Construction. The goal of all submittal reviews is to be returned to the CC within 3 to 5 days.
- Submit written comments on baseline schedule to the CC.

- Schedule: Within ten (10) working days after receiving schedule from CC.

Task 16.2 – Design Consultation During Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the project. Consultant shall clarify construction contract documents, respond to field inquiries (RFI's), and monitor design assumptions.

In conjunction with the above, Consultant shall provide written responses to RFI's as well as prepare design modifications and issue plan changes as required to assure conformance of the final product with the intent of the design. The design consultation will occur only as required and may be ongoing throughout the contract.

Deliverables:

Consultant shall:

- Responses to RFI's.
- Schedule: Complete and submit within three (3) business days of request.
- Design modifications and plan changes.
- Schedule: As required to eliminate or minimize impacts to CC's schedule, but no later than ten (10) business days after it is determined that a plan change is required.

Assumptions for Budgeting: It is assumed that three (3) RFIs will be reviewed and responded to, and one design modification revising one (1) plan sheet and/or the specifications will be submitted to the CC by the Consultant.

Task 16.3 – Contract Change Orders

Consultant shall perform all work related to contract revisions during construction. Generally, any time spent dealing with quality or quantity assurance documentation for work completed relating to a change order or extra work is included under this task. Consultant shall provide analysis to assess the merit of any requested additional Contract Time and/or additional compensation. This task does not include claim review efforts.

Deliverables:

Consultant shall:

- Prepare and execute Contract Change Orders as changes arise during construction. This may include minor modifications to the contract plans, specifications, contract time, etc. Contract Change Orders require approval of the City prior to making the change.
- Schedule: As required periodically throughout the project. Contract Change Orders should be written, approved, and included on the monthly progress estimate for the same month the work was completed.
- Prepare an email memorandum to the City discussing the change order or revision.
Schedule: Within three (3) working days after sending CCO to City for their signatures.

Assumptions for Budgeting: It is assumed that three (3) CCO's will be drafted by the Consultant, including the price negotiation with the CC and communications of negotiations with the City. Included in estimate is eight (8) hours for PM to prepare a CCO.

Task 17 – Project Closeout

Task 17.1 – (RESERVED)

Task 17.2 – Final Inspection and Documentation

Consultant shall coordinate, lead and document a Final Inspection with the City and CC. This inspection shall follow Second Notification to confirm all work was completed in close conformance with the construction contract and that all of the City's project goals have been met. Consultant shall note any deficiencies and submit a written punchlist to the CC for completion of on-site work.

Consultant shall copy all project documentation relevant to project closeout. Project documentation prepared under Tasks 15, 16, and this task will be compiled and submitted to the City for their files.

Consultant shall make corrections to existing plans and prepare final "As-Constructed" contract drawings for final records.

Deliverables:

Consultant shall provide:

- Recommendation of Project Acceptance.
- Schedule: Within three (3) days after punchlist completion and receipt of documentation from CC.
- General daily progress reports, quantity and quality documentation, and certified payrolls.
- Schedule: Within thirty (30) days after Project Acceptance.

Task 17.3 - Prepare As-Constructed Plans

Revisions to the original design drawings shall be provided to the City by the Consultant. Consultant shall draft the changes for City review and approval prior to printing final copy.

Deliverables:

- Consultant shall prepare and deliver, One (1) copies of complete "As-Constructed" contract drawings on 11x17 (half-size) paper, as- constructed 11x17 pdf electronic drawings and one electronic CAD file emailed to the City.
- Schedule: Within 90 days after all contract related work is complete (Second Notification).

ESTIMATED FEE AND SCHEDULE

The Consultant proposes to perform this scope of services on a time-and-materials basis for a not-to-exceed amount of \$469,922.60 as shown in the attached spreadsheet (Exhibit A) showing estimated labor costs and expenses. Services will be billed using OBEC's 2019 rates, which are included within the BOC.

OBEC is prepared to start work immediately upon NTP.

Please do not hesitate to call me if you have questions or need additional information. We look forward to working with you on this project.

Sincerely,

Steve Sparkman
Construction Project Manager

SCS:
Enclosure

TASK	Division Manager 1	Construction Project Manager 1	Engineering Tech 3	Project Manager 1	Engineer 2	Engineer 5	Sr. CAD Drafter	CAD Drafter 4	Division Manager 1	Project Surveyor - Team Lead	Survey Tech 3	Survey Tech 1	Contract Administrator	Project Accountant / Project Controller	Administrative Assistant 4 / Sr. Billing Clerk	TOTAL HOURS	DKS	GRI	TASK BUDGET	
TASK 14 CONSTRUCTION PROJECT MANAGEMENT AND COORDINATION	JRK	SCS	CAS	JLJ	EEG	BPW	SLW	RDS	JWC	AJS	EJB	DLW	SPC	LAL	LJL					
14.1 Management and Coordination	24	100	24										16	192	16	372	\$1,890.00	\$0.00	\$0	\$52,142.00
14.2 Meetings		72	24													96	\$1,560.00	\$1,760.00	\$0	\$17,864.00
TASK 15 CONSTRUCTION ENGINEERING AND INSPECTION (CEI)																				
15.1 Inspection and Reporting		300	1750	40											120	2210	\$0.00	\$11,204.00	\$0	\$256,194.00
15.2 QA Surveying																0	\$0.00	\$0.00	\$0	\$0.00
15.2.1 QA Survey									4	48	96					148	\$0.00	\$0.00	\$0	\$17,136.00
15.2.2 Locate, Recover & Reference Monuments									2	8	40					50	\$0.00	\$0.00	\$0	\$5,488.00
15.2.3 Right of Way Monumentation									2	8	24	24				58	\$0.00	\$0.00	\$0	\$5,392.00
15.2.4 Monumentation Survey Filing Map (SFM)								40	8	40						88	\$0.00	\$0.00	\$0	\$11,216.00
TASK 16 CONSTRUCTION CONTRACT ADMINISTRATION																				
16.1 Review of Construction Submittals		60	30	8	32	30								40		200	\$2,470.00	\$3,120.00	\$0	\$32,270.00
16.2 Design Consultation During Construction		40		16	32	48								16		152	\$3,610.00	\$1,760.00	\$0	\$26,770.00
16.3 Contract Change Orders		24	16											16		56	\$3,290.00	\$0.00	\$0	\$10,834.00
TASK 17 PROJECT CLOSEOUT																				
17.1 (RESERVED)																0	\$0.00	\$0.00	\$0	\$0.00
17.2 Final Inspection and Documentation		32	32											40		104	\$4,170.00	\$0.00	\$0	\$17,506.00
17.3 As-Constructed Plans		2	8	8	16	8		40								86	\$0.00	\$0.00	\$0	\$9,698.00
TOTAL HOURS	24	630	1884	72	80	86	0	80	16	104	160	24	20	424	16	3620				
AVERAGE HOURLY RATES	\$192.00	\$169.00	\$99.00	\$169.00	\$99.00	\$143.00	\$119.00	\$99.00	\$192.00	\$143.00	\$99.00	\$62.00	\$132.00	\$119.00	\$88.00					
TOTAL LABOR ESTIMATE	\$4,608	\$106,470	\$186,516	\$12,168	\$7,920	\$12,298	\$0	\$7,920	\$3,072	\$14,872	\$15,840	\$1,488	\$2,640	\$50,456	\$1,408		\$16,990.00	\$17,844.00	\$0.00	\$462,510.00
OBEC EXPENSES =																				\$7,412.60
Total Estimated Costs =																				\$469,922.60

EXPENSES

			Design	Construction
Jackson County Recording Fee				\$2,500.00
Mileage - QA surveying	20 trips @ 35 miles	\$0.58/mile		\$406.00
Mileage - Management	72 trips @ 35 Miles	\$0.58/mile		\$1,461.60
Mileage - Inspection	150 trips @ 35 Miles	\$0.58/mile		\$3,045.00
Totals =			\$0.00	\$7,412.60

EXHIBIT B

CITY OF ASHLAND, OREGON

City of Ashland
LIVING
WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.12 per hour, effective **June 30, 2018.**

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$21,127.46** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$21,127.46.**

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF
ASHLAND

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date