

Council Business Meeting

December 3, 2019

Agenda Item	Award of a Professional Services Contract for Final Engineering to Rehabilitate the East and West Forks Raw Water Transmission Line	
From	Scott Fleury PE	Deputy Public Works Director
Contact	Scott.fleury@ashland.or.us ; (541) 552-2412	

SUMMARY

Before the Council is an award of a professional services contract to RH2 for an amount not to exceed \$172,870, for the final engineering design phase to rehabilitate the East and West Forks Raw Water Transmission Line. This project is currently identified in the 2020/21 Capital Improvement Program and has an approved budget appropriation.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals:

- Essential Service-Drinking Water System
- Emergency Preparedness
- Address Climate Change

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

CEAP Goals:

Natural Systems: Air, water, and ecosystem health, including opportunities to reduce emissions and prepare for climate change through improved resource conservation and ecosystem management.

Strategy NS-2: Manage and conserve community water resources

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

At the September 18, 2018 Business Meeting Council awarded the preliminary design engineering contract to RH2 for the East and West Forks Rehabilitation Project. [Staff Report](#)

BACKGROUND AND ADDITIONAL INFORMATION

Under the previously approved preliminary engineering contract RH2 has completed the facility assessment for the pipeline and associated structures; began permitting with the Forest Service; completed topographic survey work, including pipe alignment; begun bridge design and formalized a recommendation to replace 1500' of existing steel transmission line.

In the final engineering phase RH2 will formalize the bridge and pipeline design and construction specifications in 60%, 90% and 100% iterations. The final product will be a public solicitation-ready document (plans, specifications and engineering). Work by RH2 in the final phase also includes the development of a cost estimate at each iteration, finalize all required permitting, assist the City during bidding and construction phases by responding to requests for information and performing construction

inspections as needed. RH2 expects to complete the final engineering phase within five (5) months after notice to proceed is given.

Historic Background

In 1909, dams and small reservoirs were constructed on the East and West Forks of Ashland Creek. Water from these reservoirs was then piped for the City's power production and domestic water use. Original pipe construction consisted of wire-wound wooden stave piping. The connections to the original power house were constructed of riveted steel pipe.

The connection from the water plant to the East and West Forks reservoirs are currently 24-inch ductile iron pipe with sections of 24-inch steel pipe. These transmission lines are important infrastructure components related to the City's water supply. They enable water to be diverted above Reeder Reservoir to the treatment plant, allowing the City to dewater the main reservoir for sediment removal, dam repairs, intake structure repairs and potentially manage a reservoir algal bloom. Public Works is forecasting significant maintenance related repairs and improvements to Hosler Dam over the current and next biennium, thus requiring the Forks' transmission lines to provide a reliable bypass option for raw water moving forward.

FISCAL IMPACTS

The current appropriated budget BN 2019-21 includes \$2,226,000 itemized as a Capital Improvement Project (CIP) for water supply to complete the final engineering and construction phases to rehabilitate the East and West Forks Raw Water Transmission Line. The East and West Forks Raw Water Transmission Line project also includes the engineering associated with developing a bridge crossing for each leg of the forks.

STAFF RECOMMENDATION

Staff recommends that the Council authorize the City Administrator to enter into a professional services contract with RH2 for an amount not to exceed \$172,870, to complete the final engineering design phase to rehabilitate the East and West Forks Raw Water Transmission Line. At the conclusion of the final engineering phase, staff will work to solicit a public construction bid and bring forward a contract for the construction phase at a date to be determined.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to authorize the City Administrator to enter into the professional services contract with RH2 for an amount not to exceed \$172,870, to complete the final engineering design phase to rehabilitate the East and West Forks Raw Water Transmission Line.
- I move to direct staff to change the parameters of the contract with RH2 for final engineering to rehabilitate the East and West Forks Raw Water Transmission Line.
- I move to direct staff to re-solicit final engineering.

REFERENCES & ATTACHMENTS

Attachment 1: Professional Services Contract

Attachment 2: Capital Improvement Plan Data Sheet

PERSONAL SERVICES AGREEMENT (greater than \$25,000)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>CONSULTANT: RH2 Engineering, Inc. CONSULTANT'S CONTACT: Jeff Ballard ADDRESS: 3553 Arrowhead Drive, Suite 200 Medford, Oregon 97504 TELEPHONE: (541) 665-5233 EMAIL: jballard@rh2.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 RH2 Engineering, Inc., a foreign business corporation ("hereinafter "Consultant"), for design services for the City's East and West Forks Transmission Line Rehabilitation 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, by not later than June 30, 2021.
2. **Scope of Work:** Consultant will provide design services for the City's East and West Forks Transmission Line Rehabilitation project as more fully set forth in the Consultant's Scope of Work entitled "East and West Forks Raw Water Transmission Line Rehabilitation, Phase 2 – East and West Fork Bridge and Piping Design" dated September 2019, which is attached hereto as "EXHIBIT A" and incorporated herein by this reference. Consultant expressly acknowledges that time is of the essence of any completion dates set forth in "EXHIBIT A" and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. 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 complimentary 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-expense, 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 hourly rates and charges and for the amounts actually incurred for any subcontracting activities as set forth in Consultant's fee schedule entitled "RH2 Engineering, Inc. 2019 Schedule of Rates and Charges" which is attached hereto as "EXHIBIT B" and incorporated herein 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 **\$172,870.00 (one hundred and seventy-two thousand eight hundred and seventy dollars)** 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 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 product or documents produced 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. All reuse not occurring as part of this Work shall be without liability to the Consultant.
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 \$21,507.75 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 D" 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, subrogations, 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 to the extent caused by the negligent acts, errors, or omissions 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 each and every obligation and duty 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 services 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 ^{claim} occurrence. This is to cover any damages caused by error, omission or negligent acts related to the professional services 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 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:

RH2 Engineering, Inc. (CONSULTANT):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

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

APPROVED AS TO FORM:



Assistant City Attorney

November 18, 2019

Date

EXHIBIT A
Scope of Work
City of Ashland
East and West Forks Raw Water Transmission Line Rehabilitation
Phase 2 –East and West Fork Bridge and Piping Design

Project No. COA 1018.146
September 2019

Background

Recently updated Federal Energy Regulatory Commission (FERC) licensing evaluations for Hosler Dam and associated structures identified issues that require improvements. To allow work on the dam and associated structures while continuing to supply water to customers, the City of Ashland (City) needs a reliable system to bypass the East and West Fork Ashland Creek flows. The existing bypass piping, originally built in the 1880s as the City's original raw water supply piping, has had some improvements over the decades and has not been functional for 2 years. However, the City needs this system to be reliable as a critical supply source during the Hosler Dam inspection and repairs.

Through a Request for Proposals process, the City selected RH2 Engineering, Inc., (RH2), teamed with Alpine Environmental Consultants, LLC, and Terrasurvey Inc., for professional engineering services in support of Phase 1 – Preliminary Engineering on the East and West Forks Raw Water Transmission Line Rehabilitation project (Project). The majority of the work described in Phase 1 has been completed and RH2 has been asked to proceed with Phase 2 of the Project. This Scope of Work includes Phase 2 – East and West Fork Bridge and Piping Design for the final designs of the East and West Fork bridge crossing and the East and West Fork raw water transmission line piping improvements. Services also included are environmental permitting, services during bidding, and services during construction for the East and West Fork bridge crossing. It is anticipated that bidding and construction of the East and West Fork bridge crossing will occur this year, while bidding and construction of the piping improvements are to occur at a future time. As such, services for permitting, bidding, and construction of the piping improvements have not been included in this Scope of Work and will be scoped at a later date.

Scope of Work

RH2 will perform the following tasks per the Scope of Work and attached Fee Estimate. *If needed, additional effort shall be mutually negotiated between the City and RH2.*

Task 1 – Project Administration

Objective: Coordinate with City staff and the RH2 project team to manage key activities, schedule, and budget to provide timely completion of the required work tasks and final deliverables, including managing the quality of the work and work products. Develop and maintain a project schedule and conduct regular progress and coordination meetings with the project team and City Project Manager

to coordinate project resources and activities. This role will occur throughout all tasks within this Scope of Work and will be a key component in project completion.

Approach:

- 1.1 Progress Reporting: Monitor RH2's scope, budget, and schedule of the project. Provide updates and monthly invoices to the City.
- 1.2 Project Coordination: Develop a project schedule with key activities and milestones and distribute to the project team. Coordinate with the project team on individual tasks and provide regular communication and coordination meetings with City staff. *For budgeting purposes, this subtask assumes one (1) coordination meeting per month and a total project schedule of five (5) months for Phase 2.*

Assumptions:

- *It is assumed Tasks 1.1 and 1.2 will be necessary for the duration of the project.*

Provided by City:

- Review invoices and process payments monthly.
- Attend monthly coordination meetings.

RH2 Deliverables:

- Monthly invoices in electronic (PDF) format.
- Project schedule in electronic (PDF) format.
- Meeting agenda, presentation materials, and meeting notes in electronic (PDF) format.

Meetings:

- Monthly coordination meetings.

Task 2 – East and West Fork Bridge Crossing Environmental Permitting and Geology Review

Objective: Alpine Environmental Consultants, LLC (AEC), as a subconsultant to RH2, will prepare and submit required permit applications and other agency submittal forms for the West Fork bridge improvement construction. It is not anticipated that environmental permitting will be required for the replacement of the existing bridge.

Permitting Scope Overview: The following information represents the project team's current understanding regarding the type and level of effort that will be required to permit the Project for construction. *Building permit efforts are not included in this Task.*

Approach:

- 2.1 Prepare for and submit permits with the United States Forest Service (USFS), Oregon Department of State Lands (DSL), United States Army Corps of Engineers (USACE), and Oregon

Department of Fish and Wildlife (ODFW) for Right to Occupy permit. Coordinate requirements with the agencies that are necessary for the bridge design. Prepare submittal packages for needed permitting.

- 2.2 RH2 will complete a geological review and exploration to identify soil characteristics and prepare a geological report for use during design. This work will include the East and West Fork Bridge crossing and the pipe bridge crossing location. *RH2 will observe as the City provides a backhoe and operator for exploration work.*
- 2.3 Assist the City with environmental permit material preparation and application submission.
- 2.4 Coordinate permitting applications with AEC.

Assumptions:

- *It is assumed that permits will need to be obtained from USFS, DSL, USACE, and ODFW. In the event that additional permits or efforts are needed, RH2 will prepare an amendment to this Scope of Work for City approval.*
- *AEC will prepare applications as described above. AEC will apply for permits and the City will pay all permit fees directly.*
- *RH2 is not responsible for site safety or for directing the operator in their work.*

Provided by the City:

- Payment of permit fees with State and Federal agencies.
- Excavation of test pits, including operator and equipment. RH2 will observe.

RH2 Deliverables:

- Applications for inclusion in permit submittal packages in electronic (PDF) format. *Additional drawings and documentation required for submittal may necessitate adjustment of scope and budget.*
- Geological report and recommendations in electronic (PDF) format.

Task 3 – East and West Fork Bridge Crossing Bid-Ready Design

Objective: Prepare bid-ready design drawings and specifications detailing the proposed improvements suitable for permitting, bidding, and construction phases.

- 3.1 Prepare general drawings. *It is anticipated that the general drawings will include up to three (3) sheets, including cover, general information, and construction notes sheets.*
- 3.2 Prepare site plans to support the construction of the proposed East and West Fork Bridge Crossing. *It is anticipated that the site design drawings will contain up to nine (9) sheets that generally include the following: existing site plan; construction grading and erosion control plan; proposed site plan; proposed site grading and drainage plan; and site details.*
- 3.3 Prepare the structural design for the proposed East and West Fork Bridge Crossing, including structural calculations and plans detailing the foundation and structure. *It is assumed that*

the proposed East and West Fork Bridge Crossing will be designed as a pre-fabricated modular structure. It is anticipated that the structural design drawings will contain up to seven (7) sheets that generally include the following: foundation plan; structure plan; guardrail plan; and structural sections and details.

- 3.4 Prepare technical specifications and bid item descriptions for the proposed East and West Fork Bridge Crossing improvements based on the American Public Works Association/Oregon Department of Transportation *Oregon Standard Specifications for Construction 2018* (APWA/ODOT).
- 3.5 Prepare project-specific special provisions based on the City's master Special Provisions and coordinated with RH2's technical specifications. Coordinate with City staff regarding development of bid and construction contract documents.
- 3.6 Update and prepare an engineer's estimate of probable construction cost based on the 60-percent and 90-percent design plans, and information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
- 3.7 Submit the 60-percent and 90-percent design plans and specifications, and corresponding engineer's estimate of probable construction cost, to the City for review and comment. *The documents will be provided in electronic PDF format.*
- 3.8 Perform in-house quality assurance and quality control (QA/QC) review of the 90-percent design drawings and specifications.
- 3.9 Incorporate City and RH2 quality control review comments and finalize the plans and specifications.

Provided by the City:

- Review of 60-percent and 90-percent design documents and written summary of City's review comments.
- Preparation of bid and construction contract documents.
- Front-end contract documents for the bidding specifications.

RH2 Deliverables:

- 60-percent, 90-percent, and bid-ready design plans and specifications in electronic (PDF) format.
- Engineer's estimate of probable construction costs based on 60-percent and 90-percent design plans provided in electronic (PDF) format.

Task 4 – East and West Fork Transmission Line Piping Final Design

Objective: Prepare bid ready design drawings and specifications detailing the proposed transmission main improvements suitable for permitting, bidding, and construction phases.

- 4.1 Prepare general drawings. *It is anticipated that the general drawings will include up to three (3) sheets, including cover, general information, and construction notes sheets.*
- 4.2 Prepare design plans to support the construction of the proposed transmission line piping improvements. *It is assumed that approximately 1,420 linear feet of existing steel pipe will be replaced primarily with ductile iron pipe, including replacing the pipeline crossings of the East and West Forks of Ashland Creek where steel pipe will be used. It is anticipated that the transmission line piping design drawings will contain up to ten (10) sheets that generally include the following: pipeline plans and profiles; connection details; pipeline crossing details; and other miscellaneous details.*
- 4.3 Prepare technical specifications and bid item descriptions for the proposed transmission main improvements based on APWA/ODOT specifications.
- 4.4 Prepare project-specific special provisions based on the City's master Special Provisions and coordinated with RH2's technical specifications. Coordinate with City staff regarding development of bid and construction contract documents.
- 4.5 Update and prepare an engineer's construction cost estimate based on the 60-percent and 90-percent design plans, and information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
- 4.6 Submit the 60-percent and 90-percent design plans and specifications, and corresponding engineer's estimate of probable construction cost, to the City for review and comment. *The documents will be provided in electronic PDF format.*
- 4.7 Perform in-house QA/QC review of the 90-percent design drawings and specifications.
- 4.8 Incorporate City and RH2 quality control review comments and finalize the plans and specifications.

Provided by the City:

- Review of 60-percent and 90-percent design documents and written summary of City's review comments.
- Preparation of bid and construction contract documents.
- Front-end contract documents for the bidding specifications.

RH2 Deliverables:

- 60-percent, 90-percent, and bid-ready design plans and specifications in electronic (PDF) format.

- Engineer's estimate of probable construction costs based on 60-percent and 90-percent design plans provided in electronic (PDF) format.

Task 5 – Construction Permitting Assistance for East and West Fork Bridge Crossing

Objective: Assist the City in preparing and applying for City and Jackson County (County) permits for the construction of the proposed improvements. Prepare applications for City and County Building and Site Development/Grading Permits (as needed). Coordinate with the City and assist in responding to City and County questions and comments.

Approach:

- 5.1 Prepare and submit applications for City and County Building and Site Development/Grading Permits based on City and County permitting staff input.
- 5.2 Produce up to three (3) half-sized (11-inch by 17-inch) plans, two (2) full-sized plans, two (2) sets of specifications, and structural calculations (8½-inch by 11-inch), for use during permitting.
- 5.3 Assist the City in responding to written review comments from the City and County.

Assumptions:

- *It is assumed that the City will pay all City and County permitting fees directly.*
- *The permits required and level of effort involved in obtaining permits for this project are not yet fully defined. In the event that additional permits or efforts are needed, RH2 will prepare an amendment to this Scope of Work for City approval.*
- *The number of copies specified are based on typical City and County permit requirements. The actual quantity produced may vary and will be invoiced at cost.*

Provided by the City:

- Payment of City and County permit and review fees.

RH2 Deliverables:

- Four (4) sets of half-size (11-inch by 17-inch) plans, two (2) sets of full-sized plans, two (2) sets of specifications, and structural calculations for City and County Building review and permitting.
- City and County Building and Site Development/Grading Permit applications.

Task 6 – Services During Bidding for East and West Fork Bridge Crossing

Objective: Assist the City during the bidding process for the construction of the proposed West Fork Bridge Crossing Improvements.

Approach:

- 6.1 Prepare the bid documents and advertisement for bids. *It is assumed that four (4) sets of bid documents in 8½-inch by 11-inch size and half-sized (11-inch by 17-inch) plans will be produced, with three (3) sets being for City staff and one (1) set for RH2.* Provide PDF version of plans and specifications to the City for the East and West Fork Bridge Crossing project.
- 6.2 Respond to questions from bidders and suppliers during the bidding process as requested by the City.
- 6.3 Issue up to two (2) addenda through the City to clarify, revise, or change construction plans, technical specifications, or project conditions during the bidding process.

City Deliverables:

- Coordinate bid opening.
- Bid tabulation.
- Review of contractor’s qualifications.
- Issuance of letter of intent to award contract.

RH2 Deliverables:

- Bid advertisement in electronic (Word) format for City to advertise project.
- Four (4) sets of hard-copy bid documents in 8½-inch by 11-inch size, and four (4) half-sized (11-inch by 17-inch) plans.
- Up to two (2) addenda, if required, in electronic (PDF) format.

Task 7 – Services During Construction for West Fork Bridge Crossing

Objective: Assist the City with construction documentation review and record keeping. *The City will take the lead role in construction management for project construction. RH2 will provide technical support. The level of service at this point is estimated. Final level of service will be negotiated after design completion.*

Approach:

- 7.1 Review submittals, shop drawings, and catalog submittals.
- 7.2 Review written requests for information (RFIs) and change order proposals and provide written responses as required. Work with the City to negotiate additional work by the contractor as needed.
- 7.3 Attend, in person or by phone, pre-construction meeting, periodic construction progress meetings.
- 7.4 Provide periodic construction observation to confirm consistency with plans.
- 7.5 Assist with development of punch list and recommendation of substantial completion.
- 7.6 Assist with final on-site walkthrough and recommendation for project acceptance.

7.7 Prepare construction record drawings based on City and contractor provided field record drawings.

Assumptions:

- *Contractor will provide construction staking, if required.*
- *City will contract directly for any required special inspections.*
- *Additional services will require modification to RH2's scope and budget.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*

RH2 Deliverables:

- Attend pre-construction meeting.
- Written responses for shop drawings and submittals, and RFIs in electronic (PDF) format.
- Review of change order negotiation and preparation of documents to execute change orders in electronic (PDF) format.
- Periodic construction observation.
- Attend final on-site walkthrough.
- Recommendation letter for project acceptance in electronic (PDF) format.
- Preparation of construction record drawings in electronic (PDF) format.

**EXHIBIT A -
City of Ashland**

**East and West Forks Raw Water Transmission Line Rehabilitation
Phase 2 - West and East Fork Bridge and Piping Design
Fee Estimate**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Administration	34	\$ 7,472	\$ -	\$ 223	\$ 7,695
Task 2	West Fork Bridge Crossing Environmental Permitting and Geology Review	76	\$ 15,020	\$ 23,000	\$ 1,119	\$ 39,139
Task 3	West and East Fork Bridge Crossing Bid Ready Design	356	\$ 52,715	\$ -	\$ 9,128	\$ 61,843
Task 4	East and West Fork Transmission Line Piping Final Design	231	\$ 33,797	\$ -	\$ 4,667	\$ 38,464
Task 5	Construction Permitting Assistance for West Fork Bridge Crossing	24	\$ 3,238	\$ -	\$ 785	\$ 4,023
Task 6	Services During Bidding for West Fork Bridge Crossing	22	\$ 3,120	\$ -	\$ 628	\$ 3,748
Task 7	Services During Construction for West Fork Bridge Crossing	104	\$ 14,964	\$ -	\$ 2,995	\$ 17,959
PROJECT TOTAL		847	\$ 130,326	\$ 23,000	\$ 19,544	\$ 172,870

EXHIBIT B
RH2 ENGINEERING, INC.
2019 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$139	\$/hr
Professional II	\$151	\$/hr
Professional III	\$163	\$/hr
Professional IV	\$174	\$/hr
Professional V	\$186	\$/hr
Professional VI	\$204	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$232	\$/hr
Professional IX	\$232	\$/hr
Technician I	\$99	\$/hr
Technician II	\$113	\$/hr
Technician III	\$127	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$68	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$115	\$/hr
Administrative V	\$133	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.580	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

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 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 ^{local} 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 Date

City of Ashland LIVING WAGE

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



\$15.39 per hour, effective June 30, 2019.

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 **\$21,507.75** 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 **\$21,507.75**.

- 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.

water supply fund

East and West Forks Transmission Line Rehabilitation

Proj #: 2018-10

Duration: 3 years

Total Project Cost: **\$2,226,055**

	Prior Yrs	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Expenses:							
Design	\$103,055	\$236,000	\$59,000				
Construction		\$124,000	\$1,704,000				
Revenues:							
Fees	\$103,055	\$267,000	\$1,763,000				
SDCs (75%)		\$93,000					
Grant							
Other							

Anticipated Long Term Expenses: Long term expenses for the East and West Forks Transmission Line Rehabilitation project include life cycle replacement costs and staff required to manage system when needed for raw water transmission to the treatment plant.

Description:

The connection to the East and West Fork diversions on Ashland Creek currently exit as 24-inch ductile iron pipes with sections of 24-inch steel pipe. These transmission lines are important infrastructure components related to the City's water supply and the project will replace 1500 feet of steel pipe with ductile iron. This includes two crossings of Reeder Reservoir. They enable water to be diverted above Reeder Reservoir to the water treatment plant, allowing the City to dewater the main reservoir for sediment removal, dam repairs, intake structure repairs and potentially manage an algal bloom. Public Works is forecasting significant maintenance related repairs and improvements to Hosler Dam over the next two budget cycles, thus requiring the transmission lines provide a reliable bypass option for raw water moving forward. This project includes evaluation of the steel pipe line condition with recommendations to replace or slip-line the transmission lines. The project also includes engineering and construction of a bridge crossing over the West Fork which is 75% SDC eligible.

