

Council Business Meeting

February 6, 2018

Title: Approval of Personal Services Contract for Hersey Street Reconstruction Engineering Design
From: Scott A. Fleury Deputy Public Works Director
scott.fleury@ashland.or.us

Summary:

Before Council is a personal services contract for professional engineering and design services for the Hersey Street Reconstruction Project with OBEC Consulting Engineering. This project was released through an open request for qualifications (RFQ) based proposals. OBEC was selected as the best qualified among two proposers. The project has three distinct phases; preliminary design and permitting; final design and bidding; and construction services. Staff has negotiated the scope of work with OBEC for phase one and two, preliminary design and permitting, and final design and bidding services and concurs with the costs for these services. The construction administration portion will be negotiated upon completion of the final design and award of bid to a construction contractor.

Actions, Options, or Potential Motions:

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

1. Move approval of a contract for professional engineering and design services with OBEC Consulting Engineers Inc. for the Hersey Street Reconstruction Project
2. Direct staff to reconsider a new solicitation for the Hersey Street Reconstruction Project

Staff Recommendation:

Staff recommends approval of the personal services contract for professional engineering and design services for the Hersey Street Reconstruction Project for \$627,525 (\$490,000 and contingency tasks in the amount of \$137,525). Contingency tasks are associated with right-of-way acquisition and additional environmental support, if needed, to finalize project engineering.

Resource Requirements:

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.

Policies, Plans and Goals Supported:

City Council:

- 2.1 *Engage community in a conversation about core services, desired service levels and funding mechanisms*
21. *be proactive in using best practices in infrastructure management and modernization*
22. *Prepare for the impact of climate change on the 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

Background and Additional Information:

Staff advertised the Hersey Street roadway rehabilitation project RFQ on September 12, 2017, statewide, on the ORPIN site, in the Mail Tribune, and on the City's website. Two proposals were received on October 26, 2017. Five city staff members independently graded each proposal with the criteria developed for the RFQ. OBEC Consulting Engineers, Inc. scored the highest. Staff subsequently sent a letter of intent to negotiate with OBEC on November 9, 2017. OBEC has met with staff to finalize the scope of work and cost proposal. They submitted a final scope and fee proposal on January 24th which has been reviewed and approved by staff. Staff provided an email notice of intent to award to OBEC on January 25, 2018 conditioned on Council approval at the February 6, 2018. Staff expects construction to begin on the project in spring of 2019.

Next Steps:

If approved, staff will execute the contract and initiate a project kick off meeting with OBEC.

Attachments:

Personal Services Contract between the City and OBEC Engineering for \$627,525 for, the Hersey Street Reconstruction Project which includes OBEC's Scope of work and costing breakdown.

Contract for Personal Services

<p>CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-6002 Fax: 541/488-5311</p>	<p>CONSULTANT: OBEC Consulting Engineers</p> <p>CONTACT: Jaime Jordan P.E.</p> <p>ADDRESS: 831 O'Hare Parkway Medford, OR 97504</p> <p>TELEPHONE: 541-774-5590</p> <p>EMAIL: Jjordan@obec.com</p>
EFFECTIVE DATE:	COMPLETION DATE: 6/30/2019
COMPENSATION: Not to Exceed (NTE) 627,525.00 as defined in Exhibit C.	
SERVICES TO BE PROVIDED: Preliminary and Final Design Services for the Hersey St. reconstruction as defined in Exhibit C.	
ADDITIONAL TERMS: None.	
<p>In the event of a conflict or discrepancy among the contract documents, this City of Ashland Contract for Personal Services will be primary and take precedence, and any exhibits or ancillary agreements having redundant or contrary provisions will be subordinate to and interpreted in a manner that will not conflict with the said primary City of Ashland Contract.</p>	
<p>FINDINGS: Pursuant to AMC 2.50.120, after reasonable inquiry and evaluation, the undersigned Department Head finds and determines that: (1) the services to be acquired are personal services; (2) the City does not have adequate personnel nor resources to perform the services; (3) the statement of work represents the department's plan for utilization of such personal services; (4) the undersigned consultant has specialized experience, education, training and capability sufficient to perform the quality, quantity and type of work requested in the scope of work within the time and financial constraints provided; (5) the consultant's proposal will best serve the needs of the City; and (6) the compensation negotiated herein is fair and reasonable.</p> <p>NOW THEREFORE, in consideration of the mutual covenants contained herein the CITY AND CONSULTANT AGREE as follows:</p> <ol style="list-style-type: none"> 1. Findings / Recitations. The findings and recitations set forth above are true and correct and are incorporated herein by this reference. 2. All Costs by Consultant: Consultant shall, at its own risk and expense, perform the personal services described above and, unless otherwise specified, furnish all labor, equipment and materials required for the proper performance of such service. 3. Qualified Work: Consultant has represented, and by entering into this contract now represents, that all personnel assigned to the work required under this contract 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. 4. Completion Date: Consultant shall start performing the service under this contract by the beginning date indicated above and complete the service by the completion date indicated above. 5. Compensation: City shall pay Consultant for service performed, including costs and expenses, the sum specified above. Payments shall be made within 30 days of the date of the invoice. Should the contract be prematurely terminated, payments will be made for work completed and accepted to date of termination. 6. Ownership of Documents: All documents prepared by Consultant pursuant to this contract shall be the property of City. 7. Statutory Requirements: ORS 279C.505, 279C.515, 279C.520 and 279C.530 are made part of this contract. 8. Living Wage Requirements: If the amount of this contract is \$20,688.86 or more, Consultant is required to comply with chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any Subcontractor who performs 50% or more of the service work under this contract. Consultant is also required to post the notice attached hereto as Exhibit B predominantly in areas where it will be seen by all employees. 9. Indemnification: Consultant agrees to defend, indemnify and save 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 arising out of or incident to the performance of this contract by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform work or services attendant to this contract). Consultant shall not be held responsible for any losses, expenses, claims, subrogations, 	

actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of City.

10. Termination:

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, 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 contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, or within such other period as the party giving the notice may authorize or require, then the contract 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 contract. City by written notice to Consultant of default or breach may at any time terminate the whole or any part of this contract if Consultant fails to provide services called for by this contract within the time specified herein or in 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 contract.
- e. Obligation/Liability of Parties. Termination or modification of this contract 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 subsections a, b, c or d of this section, Consultant shall immediately cease all activities under this contract, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. City shall pay Consultant for work performed prior to the termination date if such work was performed in accordance with the Contract.

11. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City. Consultant shall have the complete responsibility for the performance of this contract. Consultant shall provide workers' compensation coverage as required in ORS Ch 656 for all persons employed to perform work pursuant to this contract. Consultant is a subject employer that will comply with ORS 656.017.
12. **Assignment and Subcontracts:** Consultant shall not assign this contract 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 shall not create any contractual relation between the assignee or subcontractor and City.
13. **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 it owes under the Contract; its QRF status pursuant to the QRF Rules or loses any license, certificate or certification that is required to perform the Services or to qualify as a QRF if consultant has qualified as a QRF for this 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 Contract; or attempts to assign rights in, or delegate duties under, the Contract.
14. **Insurance.** Consultant shall at its own expense provide 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 Enter one: \$250,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
 - c. General Liability insurance with a combined single limit, or the equivalent, of not less than Enter one: \$200,000, \$500,000, \$1,000,000, \$2,000,000 or Not Applicable for each occurrence for Bodily Injury and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Enter one:

\$100,000, \$500,000, \$1,000,000, or Not Applicable 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' 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 Contract. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Contract, the Consultant shall furnish acceptable insurance certificates prior to commencing work under this contract. 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.

15. **Governing Law; Jurisdiction; Venue:** This contract 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/or any other or department of the State of Oregon) and the Consultant that arises from or relates to this contract 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 the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

16. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

17. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this contract 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 contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.

Certification. Consultant shall sign the certification attached hereto as Exhibit A and herein incorporated by reference.

Consultant:

City of Ashland

By _____
Signature

By _____
Department Head

Print Name

Print Name

Title

Date

(W-9) is to be submitted with the signed contract.

Purchase Order No. _____

EXHIBIT A

CERTIFICATIONS/REPRESENTATIONS: Contractor, 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) Contractor 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. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) the work under the Contract shall be performed in accordance with the highest professional standards, and (d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor 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 contract documents, it is authorized to do business in Oregon, it is authorized to act on behalf of the City, and Contractor has checked four or more of the following criteria that apply to its business.

- _____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my 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) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor

(Date)

EXHIBIT B

City of Ashland LIVING WAGE

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



\$14.81 per hour effective **June 30, 2017**
(Increases 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 **\$20,688.86** 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 **\$20,688.86**.

- 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:** "Employee" does not include temporary or part-time employees hired for less than 1040 hours in any twelve-month period. For more details on applicability of this policy, 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

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

January 24, 2018

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

RE: Hersey St. Reconstruction from N. Mountain Ave. to N. Main St.

Dear Karl:

Thank you for considering OBEC Consulting Engineers for your Hersey St. Reconstruction from N. Mountain Ave. to N. Main St. project. Based upon our understanding of the project, we have prepared the following scope of services along with the attached breakdown of costs.

Project Understanding

Hersey Street provides important east-west connectivity for residential and commercial traffic, totaling approximately 3,500 ADT. Traffic loading, shallow groundwater, and high water events all contribute to the deteriorating asphalt surface. The Hersey Street bridge crossing at Ashland Creek has a capacity of 500cfs (below the recommended 3100 cfs for Ashland Creek) prior to over topping and a small section of the road section is within the designated 100-year flood zone.

The City has strained to adequately manage underground drainage in sections of Hersey Street and has had several pothole and travel lane repairs. There are wetlands on the south side of Hersey just east of Oak Street and there are apparent springs and natural underground water along Hersey Street. 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.

OBEC's previously obtained topographic survey and right-of-way information will be used to complete the design. There are several utilities within the project limits that will require updated coordination.

Our proposed detailed scope of services for the design phase is as follows:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Project Management and Coordination

The major objectives of this task are to schedule, coordinate, and supervise project work and to establish lines of communications between OBEC and City staff. OBEC shall keep the City project



manager informed of the project work progress and aware of changes that may affect the project design, schedule, and related costs.

OBEC will be responsible for the following project management tasks:

- Schedule, coordinate, and supervise project work
- Maintain communications and coordination with City staff
- Monitor scope, schedule & budget for the project
- Produce monthly invoices and progress reports (assumed to be no more than twelve)

Task 1.2 Project Meetings

OBEC staff will lead project meetings to discuss project details, review comments and updates and provide a written summary and create an action item list as necessary. For budgeting purposes, it is assumed that two OBEC staff members from the Medford office will attend up to 3 separate coordination/review meetings to discuss the project with the City staff and coordinate design details at a kick-off meeting and after each design milestone.

TASK 2 LOCATION SURVEYING AND MAPPING

This is an English unit Project. All Consultant deliverables must be reviewed and approved by OBEC's Professional Land Surveyor ("PLS"), registered in the State of Oregon.

OBEC has previously surveyed the northerly half of Hersey Street from its intersection with N. Main Street to its intersection with Oak Street. OBEC used the Oregon Coordinate Reference System - Grants Pass- Ashland Zone, based on the NAD83 (2011) Epoch 2010 datum. TerraSurvey performed a topographic survey along the northerly side of Hersey Street from its intersection with Oak Street easterly to its intersection with N. Mountain Avenue back in 2008. TerraSurvey used an assumed coordinate system. Their survey was used to design some street improvements and the project has been built which has changed some of the site conditions from the 2008 survey. OBEC will verify the accuracy of that survey data and tie some key points to adjust TerraSurvey's data to the OBEC datum, and to locate new features.

OBEC will collect topographic data along the southerly half of Hersey Street between N. Main and Oak Street. OBEC will check the accuracy of TerraSurvey's survey data from 2008 and in-fill their data with new topographic data from Oak Street to N. Mountain Avenue. OBEC shall also collect topographic data along the southerly side of Hersey Street between Oak Street and N. Mountain Avenue. The incorporation of this survey data will be completed under Task 2.3.

Task 2.1 Horizontal and Vertical Control Network

OBEC will establish a horizontal and vertical control network and set survey control points to tie (survey) found monuments within the Project limits. The horizontal datum used by the Consultant must be the Oregon Coordinate Reference System – Grants Pass-Ashland Zone, based on the NAD83 (2011) Epoch 2010 datum. The vertical datum used by Consultant must be City of Ashland NGVD 29(56). Consultant shall establish primary geodetic control monuments, (such as 5/8" iron rod with plastic cap or other permanent markers) and maintain line of sight throughout



the entire Project limits. These control monuments must be placed in locations by Consultant, such that they can be utilized during construction.

Consultant shall run digital level loops to control points that are utilized in preparing the Digital Terrain Model ("DTM"). Strategic points used to develop survey DTM in non-critical areas must be no more than one (1) "shot" out from a network control point.

Deliverable(s)/Schedule:

- Horizontal and Vertical Control points will be incorporated into the Horizontal Control, Monument Recovery and Retracement Survey in Task 2.4.

Task 2.2 Monument Recovery

OBEC shall perform a search of survey records on file with County and City, to perpetuate the location of monuments that may be disturbed or destroyed during a future construction project. Consultant shall research deeds and surveys of record, including but not necessarily limited to, property surveys, county road surveys, original county road resolutions, section corner surveys, and DLC surveys. OBEC shall provide tax assessor maps, property deed search, and copies of all pertinent documents to the City.

OBEC shall survey found property corners, Government Corners, other survey monuments, property line fences and lines of occupation within the limits of the Project. OBEC shall provide at least one (1) PLSS (Public Land Survey System corner tie.

OBEC shall keep copies of the research data collected such as surveys, deeds, assessors' maps, county road maps, government corner surveys, etc., in the Project file.

Deliverable(s)/Schedule:

- Recovered monuments incorporated into Horizontal and Vertical Control points will be incorporated into the Horizontal Control, Monument Recovery and Retracement Survey in Task 2.4.
- Electronic copies of all research data collected.

Task 2.3 Location Survey, Base map and Digital Terrain Model

OBEC shall contact the Oregon Utility Notification Center (OUNC) and order utility locates for the entire project area. OBEC shall perform a topographic survey within the limits described above. OBEC shall produce a topographic base map and the Digital Terrain Model (DTM) to be used for the design of this project. The project shall be drafted using a scale of 1"=50'.

Deliverable(s)/Schedule:

- Topographic base map and DTM shall be submitted to the City within ten (10) weeks of Notice to Proceed (NTP).
- Electronic copy of the field notes.



Task 2.4 Existing R/W and Boundary Resolution

OBEC shall resolve the centerline and right of way lines of Hersey Street. OBEC shall obtain listing kits for the properties that adjoin the right of way lines of Hersey Street. OBEC shall use the recovered monuments and research records to aide in the retracement of Hersey Street. OBEC shall submit the final "Horizontal Control, Monument Recovery and Retracement Survey" to the Jackson County Surveyor's office for recording.

Deliverable(s)/Schedule:

- Submit an electronic copy of the recorded "Horizontal Control, Monument Recovery and Retracement Survey" to the City within 16 week of NTP.

Task C2.5 Right of Way Engineering (Mapping and Descriptions) (CONTINGENCY TASK)

Once the Preliminary Design has been approved by the City, OBEC shall prepare descriptions and exhibits for any right of way acquisition or easement acquisitions needed for the project upon request.

Task C2.5.1 Legal Descriptions and Exhibit Maps (CONTINGENCY TASK)

Upon request by the City, OBEC shall prepare legal descriptions and exhibit maps for up to five (5) parcels for the purpose of fee acquisition and/or easements for the Project.

Deliverable(s)/Schedule:

- Electronic and hard copy (8-1/2"x14") legal descriptions and exhibit maps to the City within eight (8) weeks of the following release of this contingency task .

Task C2.5.2 Bulletin Exhibit Maps (CONTINGENCY TASK)

Upon request by the City, OBEC shall prepare bulletin exhibit maps for up to ten (10) parcels for the purpose of temporary construction easements. No easement descriptions will be prepared and OBEC will not stake these easements in the field.

Deliverable(s)/Schedule:

- Electronic and hard copy (8-1/2"x14") legal descriptions and exhibit maps to the City within eight (8) weeks of the following release of this contingency task.

Task C2.5.3 Acquisition Staking (CONTINGENCY TASK)

OBEC shall stake the limits of the proposed property acquisitions in the field for up to five (5) parcels prepared in Task C2.5.1. OBEC will stake the parcels **one time only**.

Deliverable(s)/Schedule:

- Consultant shall place physical stakes or paint marks within one (1) week of notification by the City.



TASK 3 ENVIRONMENTAL COORDINATION/SUPPORT

Task 3.1 Coordination, Accumulation and Review of Data

Consultant shall obtain and review existing environmental information related to the Project site. Consultant shall coordinate and communicate with City, resource agencies, and project team to begin environmental tasks, verify schedule, identify process and procedures, and update resource agencies about the project. Consultant shall verify that assumptions made in this SOW are valid and shall investigate any data gaps.

Deliverable(s)/Schedule:

- Coordination emails and phone log documentation upon request

Task 3.2 Wetland/Waters Determination and Memorandum

Consultant shall complete a wetland field determination and OHWM demarcation for the Project Study Area (PSA).

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps (NWI/LWI)), as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Place flags in the field to show wetland and upland sample plot locations, and the wetland boundaries. Label and number the flags to identify their function.
- Ensure that field methods used and data collected meet the USACE and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the OHWM elevation of all jurisdictional surface waters. Assess the OHWM elevation using City accepted field indicators.
- Determine active channel width (ACW) of all waters identified in the PSA. ACW shall be determined based on current ODFW and NMFS practices.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);



- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions

Deliverable(s):

- Draft and Final Wetland Determination Technical Memorandum

Schedule:

- One month following completion of the field survey

Task 3.3 ESA No Effect Memo and Rare Plant Survey

Consultant shall conduct a field survey of the PSA for the presence of ESA listed plant, fish and wildlife species and their potential suitable habitat. Consultant shall contact the Oregon Biodiversity Information Center to obtain data regarding listed threatened and endangered plant and animal species as well as those proposed for listing under the federal and state ESA that may occur within the Project area.

Consultant shall confirm that Federally-listed plant, fish and wildlife species and their habitat will not be affected by the Project. Consultant shall communicate with local Oregon Department of Fish and Wildlife ("ODFW"), NMFS and/or United States Fish and Wildlife Service ("USFWS") staff and shall conduct agency database searches to acquire ESA information for the Project area.

After all pertinent information is gathered and analyzed, Consultant shall prepare a No Effect Memoranda ("NE Memo") for the Project area. Consultant shall coordinate with design staff and City to develop appropriate measures for avoidance of effects on the listed species covered in the NE Memo if avoidance measures are necessary to obtain a "no effect" determination. Consultant shall develop appropriate avoidance measures to comply with the Migratory Bird Treaty Act and include those avoidance measures in the project specifications.

It is anticipated that the Project will not result in any effects to listed fish, wildlife and botanical species. Coordination with resource agency staff will occur by telephone and e-mail; no additional site visits or meetings will be required.

Deliverable(s)/Schedule:

- Draft and Final ESA No Effect Memorandum

Task 3.4 Floodplain Permit

Consultant shall coordinate with City Planning staff to identify all requirements for local floodplain permit that will be necessary for sidewalk work within the floodway. Consultant shall prepare one (1) permit application and supplemental materials for submittal to the City Planning



staff. Once submitted, Consultant shall be available to address comments during the City's Planning Department's permit review period if needed.

Deliverable(s):

- Draft and Final Floodplain Permit application

Schedule:

- One month following approval of the Advance plans

Task 3.5 DEQ 1200-C Permit

Consultant shall develop a complete 1200-C Application package meeting Oregon Department of Environmental Quality (DEQ) standards. Consultant shall submit the 1200-C permit to DEQ for approval. City is responsible for all fees and obtaining the land use signature for permit submittal.

Deliverable(s):

- Draft and Final DEQ 1200-C permit application

Schedule:

- One month following approval of the Advance plans

Task C3.6 Wetland Delineation Report (CONTINGENCY TASK)

Upon request by the City, Consultant shall prepare a Wetland/Waters of the U.S. Delineation Report (Wetland Delineation Report) in accordance with the Department of State Lands (DSL) standards. Consultant's report shall include all wetland data sheets obtained in the field. Consultant shall prepare appropriate graphics to accompany the report and shall include a site location map, Local Wetland Inventory (LWI) map, soil survey map, and representative photographs. Consultant's Wetland Delineation Report shall also include wetland delineation boundary mapping (figures) as finalized by Consultant. City will be responsible for all fees associated with DSL review and approval.

Deliverable(s):

- Draft and Final Wetland Delineation Report

Schedule:

- Two months following release of this contingency task

Task C3.7 Joint Permit Application (CONTINGENCY TASK)

Upon request by the City, Consultant shall prepare a Joint Permit Application (JPA) and Wetland/Waters Functional Assessment for a USACE Section 404 Nationwide Permit, Oregon Department of Environmental Quality (DEQ) Section 401 Water Quality Certification and a DSL General Permit (GP), to authorize work within jurisdictional waters and wetlands within the PSA.



Consultant shall provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Consultant shall conduct a pre-application meeting at the offices of the USACE and DSL (or on-site) to review the Project plans and to assess initial Agency comments on the Project. Consultant shall prepare drawings, maps, photographs, project descriptions, and additional information for inclusion in the JPA. The JPA shall also include a functional assessment of delineated wetland and waters features within the PSA. It is assumed that the wetland and waters functional assessment can be completed using Best Professional Judgment (BPJ) and a formal, stand alone, wetland/waters functional assessment will not be required.

Consultant shall provide engineering plans, concept drawings, site plan details, and project description information as required to quantify and document wetland and waters impacts for the JPA. Consultant shall prepare permitting documents for County signature and shall submit required application materials directly to Agencies.

Consultant shall address comments and questions from the DSL, USACE, DEQ, and NMFS to facilitate the permitting process. It is assumed that any mitigation required will be minimal and can be satisfied by purchasing wetland/waters mitigation credits from a wetland bank and/or payment in lieu, no on-site compensatory wetland mitigation coordination and planning will be required. No formal, standalone, wetland/waters mitigation plan will be required. The City is responsible for obtaining land use department signatures and payment of all fees associated with submittal and review of the JPA.

Deliverable(s):

- Draft and Final JPA. Final to be submitted to DSL, USACE, and DEQ.

Schedule:

- Three months following release of this contingency task

Task C3.8 SLOPES Programmatic BiOp Documentation (CONTINGENCY TASK)

Upon request by the City, Consultant shall use the USACE SLOPES V programmatic biological opinion (BO) to evaluate the effects of the project on Endangered Species Act (ESA) listed fish species that may be impacted by the project. Consultant shall prepare programmatic SLOPES V documentation to obtain the Section 404 permit from the USACE. Consultant shall coordinate with USACE, NMFS, DSL, ODFW, and DEQ to obtain the information required by USACE and NMFS to complete the programmatic documentation. It is anticipated that one on-site visit with NMFS and the USACE will be required for this task and the project will be designed to meet all applicable SLOPES design standards and requirements.

Deliverable(s):

- Draft and Final SLOPES Compliance Report



Schedule:

- Three months following release of this contingency task

Task C3.9 ODFW Fish Passage Plan (CONTINGENCY TASK)

Upon request by the City, Consultant shall evaluate fish passage for one crossing according to ODFW criteria and prepare one ODFW Fish Passage Plan. The Fish Passage Plans must identify and address ODFW fish passage concerns and requirements per the ODFW Fish Passage Plan form. Consultant shall coordinate with ODFW and obtain their concurrence/approval. It is anticipated that one on-site will be required with ODFW and the project will be designed to meet ODFW fish passage design criteria.

Deliverable(s):

- Draft and Final ODFW Fish Passage Plan

Schedule:

- Three months following release of this contingency task

Task C3.10 Physical and Environmental Constraints Permit (CONTINGENCY TASK)

Upon request by the City, Consultant shall prepare one City Physical and Environmental Constraints (P&E) permit application meeting all applicable submittal requirements. Consultant shall prepare for and attend one meeting with City land use department to obtain permit requirements, discuss submittal requirements, and obtain relevant information associated with the P&E permit application. Consultant shall be available to answer questions and provide additional information to city planners following submittal of the permit application. City will be responsible for all fees associated with the review and approval of this permit application.

Deliverable(s):

- Draft and Final Physical and Environmental Constraints permit application.

Schedule:

- Three months following release of this contingency task

TASK 4 PUBLIC INVOLVEMENT

Task 4.1 Public Involvement Support & Meetings

OBEC will support the City with the public involvement process that will inform and seek feedback from businesses and residents on Hersey Street within the project limits. In cooperation with the City, OBEC will perform the following public involvement services:

- Develop presentation materials appropriate for public meetings



- Attend and participate in conducting two (2) public meetings / workshops with local businesses and residents
- Document feedback from businesses and residents to be incorporated into the design as agreed to by the City
- Schedule and attend one-on-one follow-up meetings with businesses most severely impacted by construction

It is assumed that City staff will provide a suitable location for all public meetings and advertise them as appropriate. For budgeting purposes, it is assumed that OBEC's Project Manager and Roadway lead or Construction Project Manager shall attend the Open House that will last no more than three (3) hours, not including travel time.

Deliverable(s)/Schedule:

Consultant shall prepare the below materials (2 sets, one for each meeting) after the Preliminary design submittal for display at a public meeting:

- roll maps including R/W acquisition and aerial graphics
- project drawings/details (utilizing plan sheets created in tasks 10 and 11)
- public comment log

TASK 5 UTILITY COORDINATION

Task 5.1 Utility Location and Coordination

OBEC shall review utilities identified to be within the project limits, initiate contacts with utilities, and coordinate relocations needed for construction of the Project. This work includes, but is not limited to, coordinating and collecting utility-provided three-dimensional location of any underground utilities that may be in conflict with the Project work, and coordinating with the utility owners to resolve those potential conflicts.

OBEC shall schedule, attend and document on-site meetings with potentially affected utilities. The meetings shall be conducted on the Project site after impacts have been identified. For budgeting purposes, attendance at a maximum of two (2) site meetings is anticipated, each of which may last up to three (3) hours including travel time.

For each private utility found in potential conflict with the proposed design, OBEC shall prepare a Utility Conflict Notification Letter informing the utility of the potential conflict and the need to relocate/adjust the utility facility and required timing of relocation. OBEC shall work with each private utility to verify a relocation plan that is not in conflict with the Project. Once OBEC has confirmed the relocation plan with each utility, a Timing Requirements Letter will be sent to the each affected utility. When Consultant has made proper arrangements with each utility owner, to either clear the right of way of their utility facilities prior to construction, or for relocation to occur during construction so as to not delay the contractor, OBEC shall provide the City with a written summary.



OBEC shall coordinate locations and relocations with the City on any City-owned utilities that are within the project limits.

Assumption:

- **No reimbursable utility relocations**

Deliverable(s)/Schedule:

- Electronic copy of Utility Conflict / Project Notification letters to the City as per project schedule
- Electronic copy of approval of each utility's relocation plan and Timing Requirements letters as per the project schedule

TASK 6 GEOTECHNICAL GEOLOGIC / PAVEMENT DESIGN SERVICES

Task 6.1 Site Reconnaissance, Exploration and Testing Work Plan

Consultant shall conduct a field reconnaissance visit for planning the necessary field investigation work and to assess the temporary traffic control needs for the field investigation.

Deliverable(s)/Schedule:

Consultant shall provide:

- Work plan and traffic control plan for the field investigation work

Task 6.2 Field Exploration and Laboratory Testing

Consultant shall perform the pavement and geotechnical explorations and laboratory testing as needed in order to evaluate the subsurface conditions and to develop pavement and geotechnical designs. The anticipated field exploration and laboratory testing program is provided below.

Geotechnical and Pavement Borings: We will conduct up to Ten (10) geotechnical and/or pavement borings. At each location conducted in paved areas, a core sample of the bound layers of the pavement will be retrieved using a diamond-bit core drill. The pavement layers and subgrade soil, where encountered, will be visually classified; the depth and thickness of pavement layers will be measured; and grab samples of subgrade soil, where encountered, will be retrieved for laboratory water content determination and visual reclassification. The core samples will be inspected for cracking, delamination, and indications of asphalt stripping damage.

We will characterize the soil and groundwater conditions at each of the borings in order to assist us in developing recommendations for subsurface drainage, earthwork and soil improvement or modification. Each of the geotechnical and pavement borings will be logged to a maximum depth of 5-ft. below the surface.



We have assumed that all borings will be drilled with a hollow stem or solid-stem auger drilling technique and that rock-coring will not be performed.

Laboratory Testing: Water contents, sieve analyses, expansive index tests, and Atterberg limits tests shall be conducted by Consultant on soil samples obtained from the borings in order to classify the soils and estimate their engineering properties.

Assumptions:

- Water contents will be conducted on grab samples obtained at approximately 1-ft. intervals. Up to three (3) Atterberg limits tests or sieve analysis tests, and up to four (4) expansive index tests will be performed.
- The depth of the exploration below the bound layers will be patched using excavated materials compacted by a vibratory hammer and the core hole through the bound layers will be patched using *Instant Road Repair*, a high performance polymer modified asphaltic patching material, compacted by vibratory hammer. A Consultant representative will conduct and direct the pavement coring work.

Task 6.3 Geotechnical Design Services

Task 6.3.1 Geotechnical Design Services

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical recommendations for construction of drainage improvements. The geotechnical design must include development of typical drainage details, location, and extent of the drainage improvements.

Task 6.3.2 Geotechnical Design Report

Consultant shall prepare a "Geotechnical Report" summarizing the subsurface soil and groundwater conditions, and design, and construction recommendations. The Geotechnical Report must summarize the field observations, subsurface conditions, laboratory test data, analysis results, construction issues and geotechnical recommendations for soil improvement and new drainage improvements.

Task 6.4 Pavement Design Services

Consultant shall provide all equipment, labor, materials and traffic control required for the field investigation and the development of any new construction, reconstruction, or rehabilitation pavement designs as described herein. All work related to completing the pavement design(s) shall be conducted in accordance with the latest edition of the ODOT Pavement Design Guide.



Assumptions:

- The street segment in this SOW for pavement design along with the design work scope is shown in Table 6.4.1.

Table 6.4.1 Project Segment and Pavement Design Work Scope

Project Street	From	To	Centerline length (ft.)	Assumed Design Alternatives to be provided
Hersey St	N. Mtn. Ave.	N Main St	5,312	20 and 40 Year Design Periods Pavement Rehabilitation Pavement Reconstruction Full Depth Reclamation

Since it is not known at this time whether full depth reclamation (FDR) is a feasible alternative, we have included the laboratory testing for this alternative as a contingency task. However, we will obtain sufficient sample during our field investigation to complete the laboratory testing, if FDR appears to be viable and the contingency task is authorized.

Task 6.4.1 Pavement Testing

Consultant shall conduct falling weight deflectometer (FWD) testing between the limits shown in Table 6.4.1. The FWD testing shall be conducted at 100-ft intervals in both directions (approx. 106 tests). The FWD shall meet the calibration requirements given in the ODOT Pavement Design Guide.

Assumptions:

- FWD testing work shall be conducted during Monday through Friday between the hours of 9 AM and 4 PM.
- Consultant shall provide traffic control for lane closures in accordance with the Oregon Temporary Traffic Control Handbook.

Task 6.4.2 Pavement Analysis

Consultant shall perform an engineering analysis of the data in accordance with the requirements of the ODOT Pavement Design Guide for the development of the pavement design(s) identified in Table 6.4.1.



Task 6.4.3 Pavement Design Report

Consultant shall prepare a pavement design report to document all phases of the pavement design process, provide the recommended design alternative(s), as well as the materials and specifications for construction.

Assumptions:

- Consultant shall utilize a qualified traffic counting service in order to obtain a 24 hour classified traffic count. The truck traffic shall be classified by the FHWA axle category.
- The City shall provide an estimate of the annual growth rate in truck traffic. If no growth data is available an assumed annual growth rate of 2% will be used.
- The pavement design is for Asphalt Concrete Pavement ("ACP") based on the alternatives shown in Tables 6.4.1 (as feasible).
- The pavement shall be designed in accordance with the 1993 AASHTO design methodology.
- Consultant shall provide material recommendations for all pavements within the project boundaries, subgrade preparation in new pavement areas (as applicable) and mitigation of deleterious soil or fill conditions, if appropriate.

Deliverable(s)/Schedule:

Consultant shall provide:

- A draft pavement report will be submitted for review by the City.
- A final stamped pavement design report in PDF format will be provided that incorporates the review comments by the City.

Task 6.5 Meetings

Consultant shall attend a design review meeting to discuss the findings and recommendations of the Geotechnical and Pavement Designs.

Assumptions:

- Meeting will be held at City's Ashland office

Task C6.6 FDR Laboratory Testing (CONTINGENCY TASK)

If FDR appears to be a feasible pavement design alternative and the City authorizes this task, then laboratory testing will be conducted in order to estimate the design cement content. The laboratory testing will be completed in general accordance with the Portland Cement Association (PCA) design procedures *Soil-Cement Laboratory Handbook*, except that acceptance criteria will be based on compressive strength test results, i.e. rather than freeze-thaw tests. A moisture-density (compaction) test will be performed on up to two samples in accordance with ASTM D558 Moisture-Density Relations of Soil-Cement Mixtures in order to estimate the optimum moisture



content and maximum dry density of the soils. Compressive strength testing will be conducted on up to two (2) different soil types in order to estimate the range of soil cement requirements. For each soil sample, two soil-cement specimens at three different cement contents (12 total samples) will be prepared and cured at 100% humidity for seven days, soaked in water for at least four hours, and tested for compressive strength in accordance with ASTM D1633 Compressive Strength of Molded Soil-Cement Cylinders.

TASK 7 HYDROLOGIC, HYDRAULIC AND STORMWATER ANALYSES

The major objectives of this task are to gather information about the project area and review the existing City's GIS layout and OBEC's topo provided in Task 2.3. OBEC will visit the project site to observe existing conditions and features, taking photos and measurements as needed, and make a basic inventory of existing improvements within the project area for cost estimating purposes.

OBEC shall analyze exiting storm systems on Hersey Street from N. Main and N. Mountain Avenue for the 25 year (24hr) storm event (per City Standards) and if needed provide recommended alternatives. OBEC shall evaluate the extent of the improvements needed, identify associated impacts, and present recommendations for solutions in a memo format.

Task 7.1 Site Reconnaissance

Consultant's stormwater expert shall visit the Project site to inspect existing drainage conditions. The inspection must assess existing drainage patterns, identify existing storm sewer facilities within or near the Project site, and determine potential solutions for installing new storm drainage facilities. A photographic log shall be developed.

Deliverable(s)/Schedule:

Consultant shall include:

- Summary of site conditions into Stormwater Management Report under Task 7.3.

Task 7.2 Stormwater Runoff Analysis

Consultant shall calculate the volume of stormwater runoff from proposed semi-pervious and impervious surfaces within the Project limits and consider appropriate stormwater collection, treatment and management methods per the City of Ashland Stormwater Design Standards and the Rogue Valley Stormwater Quality Design Manual. It is assumed that stormwater runoff and all collected flows will be directed to existing or future storm drain infrastructure adjacent to the Project area. Analysis of downstream storm drain capacity is not included in this scope.

Deliverable(s)/Schedule:

Consultant shall include:

- Results of stormwater analysis into Stormwater Management Plan under Task 7.3.



Task 7.3 Stormwater Management Plan

Consultant shall summarize findings and recommendations in a Stormwater Management Plan. This plan must delineate the areas of runoff, characterize runoff conditions, discuss existing soil infiltration rates, and recommend areas where runoff can infiltrate, bio-swales can be installed, and/or where stormwater improvements will direct runoff into the City's storm system. Maps must be included in the report that delineates the drainage patterns and infiltration areas.

Deliverable(s)/Schedule:

Consultant shall provide:

- Draft Stormwater Management Plan to be incorporated into Preliminary Design Package under Task 10.1.
- Final Stormwater Management Plan to accompany Advance Plans Package under Task 11.1.

Task 7.4 Hydraulic Report and No-Rise Certification

OBEC shall utilize previously completed site-specific hydraulic model for sidewalk construction within the floodway. The site-specific hydraulic model must contain three (3) conveyance alternatives: (1) the "natural" channel, (2) the existing culvert, and (3) the existing culvert with new sidewalk construction conditions. Consultant's model analyses must determine water surface profiles, velocities, channel characteristics, and changes in backwater elevations.

Consultant shall prepare a no-rise analysis for the proposed improvements to the Hersey Street sidewalk that fall within the regulated floodway of Ashland Creek. Consultant shall verify a no-rise in the 100-year base flood elevation in Ashland Creek.

Consultant shall summarize findings and recommendations from task 7.4 in a Hydraulic Report in accordance with the current *ODOT Hydraulics Manual*. Consultant's Hydraulic Report must describe the impacts of sidewalk construction on hydrology and hydraulics including design recommendations for grading and surfacing. Consultant's Hydraulic Report must include the following: site hydrology, flood history (if known from Project information), flood flows, velocities and water surface elevations, and summary output from the HEC-RAS hydraulic analysis. The report must include a certificate stamped by the engineer stating that Project improvements will result in a no-rise condition to the 100-year base flood elevation in Ashland Creek.

Consultant shall respond to review comments with a letter of response, and revised or amended Hydraulic Report as required.

Deliverable(s)/Schedule:

Consultant shall include results of hydraulic analysis in deliverables for Task 7.4 – Hydraulic Report

- Consultant shall prepare and submit Hydraulics Report and No-Rise Certificate to the City within four (4) weeks of Preliminary Plans submittal for Task 10.1.



TASK 8 TRAFFIC ENGINEERING AND MANAGEMENT

Task 8.1 Traffic Analysis

Consultant conduct traffic operations analysis at the Hersey Street/Oak Street intersection for both existing and future 2040 PM peak hour conditions to verify lane configuration and identify operational deficiencies. Consultant shall make one site visit during PM peak hour conditions to observe traffic operations. Future traffic volumes will be developed from travel demand forecasts provided by the Rogue Valley Council of Governments or the current version of the City's Transportation System Plan. Consultant shall collect the following traffic data for use in the analysis:

- One (1) bi-directional 24-hour traffic volume and truck classification count along Hersey Street within the project limits.
- AM and PM peak hour turn movement counts at the intersection of Hersey Street/Oak Street

The most recent five years of available collision data for the Project limits will be obtained from ODOT's database, and analyzed as part of this task. The results of the analysis will be summarized in a technical memorandum.

No traffic signal warrant analysis is included as part of this task.

Deliverable(s)/Schedule:

Consultant shall provide:

- Draft and Final Traffic Analysis memorandum
- One site visit during PM peak hour conditions
- Attendance via phone at one comment review meeting

8.2 Lighting Analysis, Lighting, Signing, and Striping Design

Consultant shall complete a lighting analysis for the project corridor using AGI32 Lighting Analysis software. The focus of the analysis will be to evaluate existing light levels at intersections/crossing locations, and look at the possibility of upgrading existing roadway lighting to LED. Consultant shall review existing luminaire information in the field. Light levels will be per the minimum recommended light levels published in the Roadway Lighting IESNA RP-08 guidelines. Preferred luminaire model, mounting height, and arm length will be coordinated with the City. This task does not include an evaluation of illumination alternatives. The results of the lighting analysis will be summarized in a technical memorandum.

Consultant shall prepare combined plans, specifications, and construction cost estimates for the roadway lighting, permanent signing, and pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD and City standards. It is assumed that the plans will include roadway lighting, permanent signing, and pavement marking. Consultant shall incorporate applicable City Standard Drawings into the



drawing set as detail sheets stamped by the Consultant. The following plan sheets are assumed as part of this task:

- Pavement Marking Legend – 1 sheet (NTS)
- Illumination Legend – 1 sheet (NTS)
- Combined Roadway Lighting, Permanent Signing, and Pavement Marking Plans – 10 sheets (1" = 40')
- Permanent Signing Details – 2 sheets (NTS)
- Illumination Details – 2 sheets (NTS)

8.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft and Final Lighting Analysis Memorandum
- Preliminary Permanent Signing and Pavement Marking plans included in the Preliminary Plans submittal for Task 10.1
- Advance Permanent Signing and Pavement Marking plans, specifications, and estimate included in Advance PS&E submittal for Task 11.1
- Final Permanent Signing and Pavement Marking plans, specifications, and estimate with included in Final PS&E submittal for Task 12.1
- One site visit (combined with site visit in Task 8.1)
- Attendance in person at one comment review meeting
- Attendance via phone at one comment review meeting

Task 8.3 Pedestrian Crossing Treatment Recommendation Memorandum

Consultant shall evaluate and make recommendations for pedestrian crossings at up to two (2) locations on Hersey Street within the Project limits. Locations will be coordinated with the City prior to evaluation. Consultant shall evaluate potential enhancements based on information gathered in the field, current City standards, and NCHRP Report 562. Traffic data collected in Task 8.1 will be used in the pedestrian crossing evaluation. No new traffic counts will be collected as part of this task.

Consultant shall summarize findings and recommendations in a brief Pedestrian Crossing Treatment Recommendation Memorandum.

It is assumed that enhancements will be limited to signing and striping only, and any recommendations from the evaluation will be included with the design in Task 8.2.

Deliverable(s)/Schedule:

Consultant shall provide:

- Draft and Final Pedestrian Crossing Treatment Recommendation Memorandum
- One site visit (combined with site visit in Task 8.1)



TASK 9 RIGHT OF WAY ("ROW") ACQUISITION

Task 9.1 Preliminary Activities / ROE

Utilizing the project base maps and cross sections, Consultant will assist in identifying needed right of way for the proposed design. Consultant will attend pre project meetings and pre project property owner meetings and will coordinate with project team on scope of meetings and associated ROW input. Consultant will prepare and present ROW direction to Project Team, as needed and participate in Project Team calls and Assigned Action Items, as needed. Consultant will obtain up to 10 Rights of Entry as needed.

Task C9.2 Cost Estimate (CONTINGENCY TASK)

Consultant will prepare a right of way cost estimate. Consultant will provide a spreadsheet of potential right-of-way acquisitions, listing phone numbers, site addresses and type(s) of acquisitions from each parcel: parcel maps, and right-of-way acquisition and preliminary cost estimates for each parcel.

Task C9.3 Minimum Payment Offers (CONTINGENCY TASK)

Consultant shall identify all property owners, and compile property owner information needed to acquire necessary property rights. This is including but not limited to property owner vesting, phone numbers, email addresses, and mailing addresses.

Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall attempt to arrange contacts with property owners and identify property and Project issues by providing the following services for each file:

- Consultant shall prepare a minimum payment offer letter and associated proposed agreement documents. The minimum payment offer letter must follow the template provided by the City. The proposed agreement documents must include information detailing the terms of the temporary easement and a sketch indicating the limits of the temporary easement. Consultant shall deliver the minimum payment offer letters and associated proposed agreement documents to all owners via certified mail with proof of delivery kept in the parcel file.
- Consultant shall arrange negotiation contacts with property owners and identify property and Project issues for each file.
- Consultant shall contact property owners to provide general information about the Project and answer any questions related to the minimum payment offer terms.
- If property owners are willing to accept the minimum payment offer, Consultant shall ensure the signed agreement documents are sent to the City for final approval and payment.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER with a justification letter and owner supplied supporting documentation to City for approval. If accepted see proceeding bullet.
- IF an acceptable agreement is not reached, Consultant shall document this decision in the file and notify City that the standard ROW acquisition process must be used.



- Consultant shall prepare and maintain a Report of Personal Interview for each file.

Task C9.4 Appraisal and Appraisal Review (CONTINGENCY TASK)

Consultant shall use appraisers who are licensed or certified in the State of Oregon and competent in eminent domain appraising.

Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel."

Consultant shall provide not fewer than 15 days' written notice to owners of the planned appraisal inspections. The property owner and designated representative, if any, shall be invited to accompany the appraiser on any inspection of the property for appraisal purposes. Consultant shall send this notice via certified mail with proof of delivery and kept in the parcel file.

Consultant shall perform independent reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to City for final approval.

City will establish just compensation for each property owner and will notify the Consultant.

Task C9.5 Acquisition Services (CONTINGENCY TASK)

Consultant shall identify all property owners, and compile property owner information needed to acquire necessary property rights. This is including but not limited to property owner vesting, phone numbers, email addresses, and mailing addresses.

All right of way shall be acquired in the name of City. Consultant shall conduct negotiations, on behalf of the City, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review.

Consultant shall be responsible for working with the title company to clear title encumbrances identified on the Preliminary Title Report or making the offer subject to clearing title encumbrances. Consultant shall present any requests for taking title subject to one or more outstanding interests to City for approval. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultants shall prepare and present to City the draft Offer Packets. All offers will be made on City letterhead, will include City contact information, and will be signed by City. These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, conveyance documents and exhibits (to be approved by the City's legal department), copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).



If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall obtain escrow services from a local title company for permanent acquisitions and coordinate closing transactions between the title company and the City. Consultant shall forward all signed Temporary Construction Easements to the City for processing.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) with a justification letter and owner supplied supporting documentation to City for approval. If accepted see above.
- IF an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall continue documenting the Report of Personal Interview for each file. The Report of Personal Interview must include contact with property owners, owner's attorneys and occupants; efforts to achieve amicable settlements; owners' suggestions for changes in plans; responses to owners' counterproposals etc.

Task C9.6 Condemnation Process Assistance (CONTINGENCY TASK)

After good faith effort has been made to acquire ROW at the City's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- With City authorization, send Final Offer letter to the property owner in accordance with the ROW Manual.
- Provide information and clarification to City and City in support of mediation and condemnation proceedings, and assist property owner with any relocation according to the Consultant Services Guide.

Note: City will initiate Condemnation proceedings.

Assumptions:

- The Minimum Payment Offer will be used for temporary construction easements associated with the reconstruction of ADA ramps only.
- The Minimum Payment Offer will be \$500 and will not require valuation services.



- There is no Relocation on this project. If Relocation services are needed the scope and budget will be adjusted accordingly.
- There are up to 10 potential Minimum Payment Offer files and 5 potential permanent easement files that have been identified.
- OBEC to provide title reports.
- Escrow services and title insurance are necessary for Permanent acquisitions only. OBEC Minimum Payment Offer files will require a Trio or information from the Assessor's website only.
- Temporary Construction Easements will not be recorded.
- The City will make payment to property owners and record documents if needed.
- OBEC will complete the legal descriptions.
- Rates subject to annual escalation.

Task 10 PREPARE PRELIMINARY DESIGN PACKAGE

Task 10.1 Prepare Preliminary Plans

Preliminary design of the project shall include location/layout of new curbs, sidewalks including ADA ramps, driveways as necessary, paving limits, and storm drain modifications. The design shall also indicate the location for additional signing and striping necessary to meet current standards for each intersection (see task 8.2 for more details).

Consultant shall produce preliminary plan sheets displaying the design to approximately a 30% level of completeness. Up to 14 plan sheets and 25 ADA ramp detail sheets will be produced in 11" x 17" format with a 40 scale and submitted on paper and electronically (pdf) for review to the City. Construction details, staging plans, and erosion & sediment control plans will not be submitted with the preliminary design package. The design package will be reviewed by the City, and the City will provide written review comments, as necessary.

Deliverable(s)/Schedule:

- OBEC shall provide the City with two (2) paper copies and a PDF of the items above for review and comment.

Task 10.2 Prepare Preliminary Quantities/Cost Estimate

OBEC shall calculate estimated construction quantities and generate a Preliminary Engineer's Cost Estimate to accompany the Preliminary plans for review and comment by the City Staff.

Task 10.3 Preliminary Independent Design Check/Review

According to OBEC policy and procedures, OBEC shall conduct an independent QA/QC review of all design deliverables and quantities prepared and submitted to the City. Documentation of this internal review will be kept in OBEC's project files and will be available to the City upon request.



TASK 11 PREPARE ADVANCED PLANS, SPECS & COST ESTIMATE

Task 11.1 Prepare Advanced Plans

OBEC will prepare and submit Advance (90%) contract plans for review by City Staff. City feedback from the preliminary design will be incorporated into the Advance Plans. OBEC will incorporate City of Ashland standard details into the drawing set, as needed. For budgeting purposes, it is anticipated that the Advance and Final Plans will consist of the following list of 11" x 17" plan sheets:

Title Sheet	1 sheet
Index Sheet	1 sheet
Typical Sections	2 sheets
Construction Details	2 sheets
ADA Ramp Details	25 sheets
Traffic Control Plans/Details	13 sheets
Pipe Data Sheet	1 sheet
General Construction & Utility Plan	10 sheets
Drainage Design & Detail Plans	2 sheets
Illumination, Permanent Signing & Pavement Marking Plans	13 sheets (Task 8.1)
Erosion Control Plan/Details	16 sheets (Task 8.2)
	9 sheets
Total	82 sheets

Deliverable(s)/Schedule:

- OBEC shall provide the City with two (2) paper copies and a PDF of the above items for review and comment per the project schedule. OBEC shall provide responses to the City's preliminary comment log.

Task 11.2 Prepare Advanced Quantities/Cost Estimate

OBEC shall calculate detailed construction quantity estimates and generate a detailed Engineer's Cost Estimate to accompany the Advanced plans.

Task 11.3 Prepare Advanced Specifications

OBEC shall prepare bid book including draft specifications and special provisions for the purposes of bidding. Specifications shall conform to the 2018 Oregon Standard Specifications for Construction.

Task 11.4 Advanced Independent Design Check/Review

According to OBEC policy and procedures, OBEC shall conduct an independent QA/QC review of all design deliverables and quantities prepared and submitted to the City. Documentation of this internal review will be kept in OBEC's project files and will be available to the City upon request.



TASK 12 PREPARE FINAL PLANS, SPECS & COST ESTIMATE

Task 12.1 Prepare Final Plans

OBEC will prepare and submit final contract plans for the purposes of bidding. City feedback from the Advanced plans up to one set of comments will be incorporated into the final plans. All plan sheets will be produced in 11" x 17" format and submitted on Mylar film.

Task 12.2 Prepare Final Quantities/Cost Estimate

OBEC shall calculate detailed construction quantity estimates and generate a detailed Engineer's Cost Estimate to accompany the final plans.

Task 12.3 Prepare Final Specifications

OBEC shall prepare bid book including final specifications and special provisions for the purposes of bidding. Specifications shall conform to the 2018 Oregon Standard Specifications for Construction and the City Standards.

Task 12.4 Final Independent Design Check/Review

According to OBEC policy and procedures, OBEC shall conduct an independent QA/QC review of all design deliverables and quantities prepared and submitted to the City. Documentation of this internal review will be kept in OBEC's project files and will be available to the City upon request.

TASK 13 BIDDING ASSISTANCE

Task 13.1 Pre-bid Meeting

OBEC will conduct one on-site pre-bid meeting to allow contractors to ask questions and fully understand the project requirements.

Task 13.2 Bidder Questions and Addendums

OBEC shall assist the City during the bidding process by answering contractor questions and preparing addenda, as necessary.

Task 13.3 Bid Evaluation

OBEC shall assist the City in securing construction bids for a contractor to perform the relocation work. OBEC will contact contractors approved by the City to invite them to bid. The City will be responsible for advertisement and receipt of all bids. OBEC will produce a bid tabulation and assist the City with evaluation of bids.



Estimated Fee

OBEC proposes to perform this scope of services on a time-and-materials basis for a cost not to exceed \$490,000.44, and contingency tasks if released by the City, in the amount of \$137,525.64 as shown in the attached spreadsheet of estimated labor costs and expenses. These costs are in accordance with and based upon OBEC's 2018 Standard Billing Rates, also attached.

We hope that this proposal provides you with the information you require at this time. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Jaime Jordan". The signature is written in a cursive style.

Jaime Jordan, PE
Project Manager

ESTIMATED COST
 EXHIBIT A

TASK	Project Manager 1	Division Manager 2	Engineer 2	Engineer 5	Utility Coordinator 2	Division Manager 1	Environmental Specialist 1	Division Manager 1	Project Surveyor-Team Lead	Survey Tech 3	Survey Tech 2	Drafting Supervisor	CAD Drafter 4	Construction Project Manager 1	Project Accountant / Project Controller	TOTAL HOURS	DKS	GRI	EPIC	TASK BUDGET
	JLJ	JRB	BMD	BPW	ECF	ARB	JRT	JWC	AJS	EJB	JT	DLJ	YG	SCS	KMO					
TASK 1	Project Management and Coordination																			
1.1	240														20	260	\$0	\$0	\$0	\$42,620.00
1.2	12		16		2								6		4	40	\$0	\$0	\$0	\$4,908.00
TASK 2	Location Surveying and Mapping																			
2.1								1	4	22	18					45	\$0	\$0	\$0	\$4,450.00
2.2								1		22	22					45	\$0	\$0	\$0	\$4,214.00
2.3								2	8	84	64				40	198	\$0	\$0	\$0	\$19,172.00
2.4								8	60	4	4			40		116	\$0	\$0	\$0	\$14,776.00
TASK 3	Environmental Coordination / Support																			
3.1						8	24									32	\$0	\$0	\$0	\$3,592.00
3.2						12	48						6		2	68	\$0	\$0	\$0	\$7,256.00
3.3						8	36								2	46	\$0	\$0	\$0	\$4,866.00
3.4						8	32					12			2	54	\$0	\$0	\$0	\$6,234.00
3.5			6			8	26					12			2	54	\$0	\$0	\$0	\$6,306.00
TASK 4	Public Involvement																			
4.1	16		8												4	58	\$0	\$0	\$0	\$7,826.00
TASK 5	Utility Coordination																			
5.1	2		6		64										4	76	\$0	\$0	\$0	\$9,518.00
TASK 6	Geotechnical Geologic / Pavement Design Services																			
6.1																0	\$0	\$1,020.00	\$0	\$1,020.00
6.2																0	\$0	\$8,200.00	\$0	\$8,200.00
6.3																0	\$0	\$0.00	\$0	\$0.00
6.3.1																0	\$0	\$2,390.00	\$0	\$2,390.00
6.3.2																0	\$0	\$2,355.00	\$0	\$2,355.00
6.4																0	\$0	\$0	\$0	\$0.00
6.4.1																0	\$0	\$0	\$0	\$0.00
6.4.2																0	\$0	\$1,500.00	\$0	\$1,500.00
6.4.3																0	\$0	\$2,760.00	\$0	\$2,760.00
6.5																0	\$0	\$4,830.00	\$0	\$4,830.00
6.5.1																0	\$0	\$1,560.00	\$0	\$1,560.00
TASK 7	Hydrologic, Hydraulic and Stormwater Analyses																			
7.1				4												4	\$0	\$0	\$0	\$572.00
7.2				40												40	\$0	\$0	\$0	\$5,720.00
7.3				20												24	\$0	\$0	\$0	\$3,426.00
7.4				16												16	\$0	\$0	\$0	\$2,288.00
TASK 8	Traffic Engineering and Management																			
8.1																0	\$8,085.00	\$0	\$0	\$8,085.00
8.2																0	\$55,300.00	\$0	\$0	\$55,300.00
8.3																0	\$55,300.00	\$0	\$0	\$55,300.00
TASK 9	Right-of-Way Acquisition																			
9.1																0	\$0	\$0	\$0	\$3,500.00
TASK 10	Prepare Preliminary Design Package																			
10.1	32		420	60												746	\$0	\$0	\$0	\$79,758.00
10.2	2		12	4								24	210			18	\$0	\$0	\$0	\$2,096.00
10.3	6	4	6	8		2						2			2	30	\$0	\$0	\$0	\$4,514.00
TASK 11	Prepare Advanced Plans, Specs. & Cost Estimate																			
11.1	16		460	80								16	160			732	\$0	\$0	\$0	\$77,796.00
11.2	1		12	6												19	\$0	\$0	\$0	\$2,214.00
11.3	2		8	6	32											48	\$0	\$0	\$0	\$6,050.00
11.4	6	4	4	8		2						2		6	2	34	\$0	\$0	\$0	\$5,324.00
TASK 12	Prepare Final Plans, Specs. and Cost Estimate																			
12.1	12		190	32								12	80			326	\$0	\$0	\$0	\$35,038.00
12.2	2		8	4												14	\$0	\$0	\$0	\$1,700.00
12.3	2		4	4	16											4	\$0	\$0	\$0	\$3,460.00
12.4	2	2	4	2								2			2	18	\$0	\$0	\$0	\$2,644.00
TASK 13	Bidding Assistance																			
13.1	6		8	2											4	22	\$0	\$0	\$0	\$3,094.00
13.2	8		6		6										8	28	\$0	\$0	\$0	\$4,044.00
13.3	2														12	14	\$0	\$0	\$0	\$2,352.00
TOTAL HOURS	369	10	1178	296	120	48	166	12	72	132	108	84	558	48	52	3253				
AVERAGE HOURLY RATES	\$168.00	\$219.00	\$99.00	\$143.00	\$127.00	\$188.00	\$87.00	\$188.00	\$143.00	\$99.00	\$84.00	\$143.00	\$99.00	\$168.00	\$11.500					
TOTAL LABOR ESTIMATE	\$61,992	\$2,190	\$116,622	\$42,328	\$15,240	\$9,024	\$14,442	\$2,256	\$10,296	\$13,068	\$9,072	\$12,012	\$55,242	\$8,064	\$5,980					

MISCELLANEOUS EXPENSES =	\$14,347.44
TOTAL OBEC PROJECT ESTIMATE =	\$490,000.44
Total Estimated Costs =	\$490,000.44

		Design	Construction
Task 2.1	Horizontal and Vertical Control Network	\$39.24	Mileage - 2 trips @ 36 miles * \$0.545/mile
Task 2.2	Monument Recovery	\$39.24	Mileage - 2 trips @ 36 miles * \$0.545/mile
Task 2.3	Location Survey, Base Map, and Digital Terrain Model	\$156.96	Mileage - 8 trips @ 36 miles * \$0.545/mile

ESTIMATED COST
 EXHIBIT A

TASK	Project Manager 1	Division Manager 2	Engineer 2	Engineer 5	Utility Coordinator 2	Division Manager 1	Environmental Specialist 1	Division Manager 1	Project Surveyor - Team Lead	Survey Tech 3	Survey Tech 2	Drafting Supervisor	CAD Drafter 4	Construction Project Manager 1	Project Accountant / Project Controller	TOTAL HOURS	DKS	GRI	EPIC	TASK BUDGET	
	JLJ	JRB	BMD	BPW	ECF	ARB	JRT	JWC	AJS	EJB	JT	DLD	YG	SCS	KWLO						
																Task 2.4	Existing R/W and Boundary Resolution	\$1,275.00	Recording Fee		
Totals																		\$1,510.44		\$0.00	

CONTINGENCY TASKS	Project Manager 1	Division Manager 2	Engineer 2	Engineer 5	Utility Coordinator 2	Division Manager 1	Environmental Specialist 1	Division Manager 1	Project Surveyor - Team Lead	Survey Tech 2	Survey Tech 2	Drafting Supervisor	CAD Drafter 4	Construction Project Manager 1	Project Accountant / Project Controller	TOTAL HOURS	DKS	GRI	EPIC	TASK BUDGET
TASK C2.5 Right-of-Way Engineering (Mapping & Descriptions) (CONTINGENCY TASK)																				
C2.5.1 Legal Descriptions and Exhibit Maps (CONTINGENCY TASK) - Assumed 5 parcels									5	40			20			0	\$0	\$0	\$0	\$0.00
C2.5.2 Bulletin Exhibit Maps (CONTINGENCY TASK) - Assumed 10 parcels									10	40			20			65	\$0	\$0	\$0	\$8,640.00
C2.5.3 Acquisition Staking (CONTINGENCY TASK) - Assumed 10 parcels																70	\$0	\$0	\$0	\$9,580.00
TASK C3 Environmental Coordination / Support																37	\$0	\$0	\$0	\$3,643.00
C3.6 Wetland Delineation Report (CONTINGENCY TASK)	2					12	40									0	\$0	\$0	\$0	\$0.00
C3.7 Joint Permit Application (CONTINGENCY TASK)	2		6			16	52						24		2	80	\$0	\$0	\$0	\$0.00
C3.8 SLOPES Programmatic B/Op Documentation (CONTINGENCY TASK)	2		4			8	32						28		2	106	\$0	\$0	\$0	\$8,678.00
C3.9 ODFW Fish Passage Plan (CONTINGENCY TASK)	2		2			6	30								2	48	\$0	\$0	\$0	\$5,250.00
C3.10 Physical and Environmental Constraints Permit (CONTINGENCY TASK)	2		4			10	40						8		2	66	\$0	\$0	\$0	\$4,502.00
TASK C6 Geotechnical Geologic / Pavement Design Services																0	\$0	\$0	\$0	\$7,114.00
C6.6 FOR Laboratory Testing (CONTINGENCY TASK)																0	\$0	\$0	\$0	\$0.00
TASK C9 Right-of-Way Acquisition																0	\$0	\$3,120.00	\$0	\$3,120.00
C9.2 Cost Estimate (CONTINGENCY TASK)																0	\$0	\$0	\$0	\$0.00
C9.3 Minimum Payment Offers (CONTINGENCY TASK)																0	\$0	\$0	\$3,455.00	\$3,455.00
C9.4 Appraisal and Appraisal Review (CONTINGENCY TASK)																0	\$0	\$0	\$20,065.00	\$20,065.00
C9.5 Acquisition Services (CONTINGENCY TASK)																0	\$0	\$0	\$1,050.00	\$1,050.00
C9.6 Condemnation Process Assistance (CONTINGENCY TASK)																0	\$0	\$0	\$20,040.00	\$20,040.00
																0	\$0	\$0	\$4,600.00	\$4,600.00
TOTAL HOURS	10	0	16	0	0	52	194	15	85	16	16	0	100	0	10	514	NA	NA	NA	
AVERAGE HOURLY RATES	\$168.00	\$219.00	\$99.00	\$143.00	\$127.00	\$188.00	\$87.00	\$188.00	\$143.00	\$84.00	\$84.00	\$143.00	\$99.00	\$168.00	\$11.50					
TOTAL LABOR ESTIMATE	\$1,680	\$0	\$1,584	\$0	\$0	\$9,776	\$16,878	\$2,820	\$12,155	\$1,344	\$1,344	\$0	\$9,900	\$0	\$1,120		\$0.00	\$3,120.00	\$49,210.00	\$110,961.00

MISCELLANEOUS CONTINGENCY EXPENSES =	\$26,564.64
TOTAL OBEC CONTINGENCY PROJECT ESTIMATE =	\$137,525.64

Total Estimated Contingency Costs = \$137,525.64

	Design	Construction
Acquisition Staking (CONTINGENCY TASK) - Assumed 5 parcels	\$39.24	Mileage - 2 Hrs @ 36 miles * \$0.545/mile
Totals	\$39.24	\$0.00

Total Estimated Costs Including Contingencies = \$627,525.00