



AGENDA

ASTORIA DEVELOPMENT COMMISSION

June 18, 2018
Immediately Follows Council Meeting

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) REPORTS OF COMMISSIONERS
- 4) CHANGES TO AGENDA
- 5) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the Commission. Rather than asking for public comment after each agenda item, the President asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

(a) Contract Amendment #2 - Bond Street Retaining Wall Project

- 6) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: JUNE 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF JUNE 18, 2018

REGULAR AGENDA ITEMS

Item 5(a): Contract Amendment #2 - Bond Street Retaining Wall Project

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall that would allow the roadway to be restored to two- way traffic. The results of the study concluded that a wall could be built under the right conditions. Based on the results, the Public Works Department prepared an “order of magnitude” cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

The Astoria Development Commission (ADC) has completed a boundary expansion of the Astor West Urban Renewal District (AWURD), which the Bond Street right-of-way. The expansion was targeted to achieve reopening of Bond Street to two way traffic. The ADC is in a position to proceed with the Bond Street Retaining Wall Project.

In 2017, Staff initiated the design process and hired Cornforth Consultants to provide geotechnical and civil engineering design services for the project. The project was due to a very wet winter (2016/2017). The additional rainfall contributed to groundwater and inclinometer readings that were unfavorable and increased risk to the project. City staff decided to postpone the work until 2018 with the hope of improved conditions.

The inclinometer readings we now have available indicate that construction in late summer is feasible. Cornforth Consultants has prepared a proposal for services to complete final design modifications, bidding and construction assistance, and inclinometer monitoring during and immediately after construction. The estimated not-to-exceed fee for these services is \$46,500

In addition to services from Cornforth Consulting, City staff will need assistance during construction to mitigate for the presence of historic trolley tracks within the project area. Historical Research Associates, Inc. has provided a not-to-exceed estimate of \$5,218 has been provided for this work. The following table summarizes the professional services for this project to date, and those proposed for consideration in this memo.

#	Description	Cost	Contract
1	Cornforth Consultants Design Services Contract	\$74,950	Executed
2	Cornforth Consultants Amendment #1 (inclinometer installation)	\$38,950	Executed
3	<i>Cornforth Consultants Amendment #2</i>	<i>\$46,500</i>	<i>For Consideration</i>
4	<i>Historical Research Associates, Inc. Contract</i>	<i>\$5,218</i>	<i>For Consideration</i>
	Total =	\$165,618	

It is recommended that the Astoria Development Commission execute Contract Amendment #2 with Cornforth Consultants for a total not-to-exceed amount of \$46,500. It is also recommended that the Astoria Development Commission execute a personal services contract for \$5,218 with Historical Research Associates.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JUNE 6, 2018
TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CONTRACT AMENDMENT #2 - BOND STREET RETAINING WALL PROJECT

DISCUSSION/ANALYSIS

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall that would allow the roadway to be restored to two-way traffic. The results of the study concluded that a wall could be built under the right conditions. Based on the results, the Public Works Department prepared an "order of magnitude" cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

The Astoria Development Commission (ADC) has completed a boundary expansion of the Astor West Urban Renewal District (AWURD). The expansion included an area from Columbia Avenue to the City owned slide area, adding roughly 4 acres to the district. This included the Bond Street right-of-way. The expansion was targeted to achieve the reopening of Bond Street to two way traffic and potentially revitalize residential properties. With the recent expansion completed, the ADC is in a position to proceed with the Bond Street Retaining Wall Project.

In 2017, Staff initiated the design process and hired Cornforth Consultants to provide geotechnical and civil engineering design services for the project. The project documents were advanced to final design, but put on hold due to a very wet winter (2016/2017). The additional rainfall contributed to groundwater and inclinometer readings that were unfavorable and increased risk to the project. City staff decided to postpone the work until 2018 with the hope of improved conditions.

Since construction was put on hold, Public Works staff and Cornforth Consulting have been monitoring the slide activity with groundwater depth measurements, inclinometer readings, and visual inspection. We recently completed an effort to install new inclinometers to allow consistent and uninterrupted monitoring of the slide movement. Several existing inclinometers were becoming unusable due to prior movement. The information we have available indicates that construction in late summer is feasible. In order to prepare the project for construction, Cornforth Consultants has prepared a proposal for services necessary to complete final design modifications for the retaining wall, bidding and construction assistance, and inclinometer monitoring during and immediately after construction. The estimated not-to-exceed fee for

these services is \$46,500. The contract amendment and detailed proposal are attached to this memo.


In addition to services from Cornforth Consulting, City staff will need assistance during construction to mitigate for the presence of historic trolley tracks within the project area. Historical Research Associates, Inc. has provided these services to the City in the past and is available to assist with this project. They plan to provide construction monitoring, a letter report and site form to comply with the State Historic Preservation Office requirements. A not-to-exceed estimate of \$5,218 has been provided for this work. A personal services contract, detailed scope of work and fee are attached to this memo.

The following table summarizes the professional services for this project to date, and those proposed for consideration in this memo.

#	Description	Cost	Contract
1	Cornforth Consultants Design Services Contract	\$74,950	Executed
2	Cornforth Consultants Amendment #1 (inclinometer installation)	\$38,950	Executed
3	<i>Cornforth Consultants Amendment #2</i>	<i>\$46,500</i>	<i>For Consideration</i>
4	<i>Historical Research Associates, Inc. Contract</i>	<i>\$5,218</i>	<i>For Consideration</i>
	Total =	\$165,618	

RECOMMENDATION

It is recommended that the Astoria Development Commission execute Contract Amendment #2 with Cornforth Consultants for a total not-to-exceed amount of \$46,500 for geotechnical and civil engineering services for final design, bidding and construction assistance, and inclinometer monitoring associated with the Bond Street Retaining Wall Project. It is also recommended that the Astoria Development Commission execute a personal services contract for \$5,218 with Historical Research Associates, Inc. for archeological services associated with the historic trolley tracks that may be impacted by this project. As there are two contracts, two separate motions will be needed.

By: 
Jeff Harrington, Public Works Director

Prepared by: 
Nathan Crater, City Engineer

ATTACHMENT A



10250 S.W. Greenburg Road, Suite 111
Portland, Oregon 97223
Phone 503-452-1100 Fax 503-452-1528

May 23, 2018

2572

City of Astoria
1095 Duane Street
Astoria, OR 97103
Attn: Nathan Crater, P.E., City Engineer

**Proposal for Geotechnical Services
Bond Street Retaining Wall
Astoria, Oregon**

Dear Mr. Crater:

In accordance with your request, this proposal presents a scope of work and cost estimate to provide geotechnical services for a proposed retaining wall along Bond Street near Hume Avenue.

Background

A landslide occurred upslope of Bond Street in 2007. The landslide deposited debris on the eastbound lane of Bond Street just east of Hume Avenue. To prevent further destabilizing the landslide, the debris fan was left in place and Bond Street was converted to a one-way street utilizing the westbound lane. Large concrete blocks were stacked at the base of the debris fan to retain the toe, constricting the roadway to one lane.

In August 2015, Cornforth Consultants' Landslide Technology division designed a retaining wall for the site. The retaining wall was designed to reestablish the roadway for two-way traffic and to improve the stability of the debris fan toe by improving drainage. Preliminary construction drawings were prepared for an MSE wall that could reuse existing concrete blocks as the facing for the wall. Subsequent landslide instrumentation measurements indicated that a wall utilizing rock-filled wire baskets would likely perform better over the long-term than a wall with a facing consisting of large concrete blocks.

The previously-authorized budget for the project has approximately \$5,000 remaining that had been reserved for bid period assistance.

Scope of Work

We propose to modify the existing construction drawings to substitute a rock-filled wire basket facing system for the currently specified concrete block facing. We would also assist the City during the bid period, provide construction observation, and monitor landslide instrumentation. Individual tasks included the proposed scope of work are outlined in the following sections.

Task 1 - Modify Construction Drawings. This task would include effort required to modify the existing construction documents to replace the currently specified concrete block facing with a more deformation tolerant wire basket facing. Geotechnical plan sheets and special provisions to the Standard Specifications would be provided to the City in pdf and Microsoft Word format, respectively.

Task 2 - Additional Civil Engineering. We would retain Otak's Seaside, Oregon office to assist with the civil design of the project. Otak would prepare a list of bid items and special provisions for civil items in the project. Otak would also provide bid period assistance, review contractor submittals, and provide construction observation services as requested by the City. We have assumed that a small coordination effort would be required to incorporate Otak's work products into the overall project documents.

Task 3 - Instrumentation Readings During Construction. We propose to read the slope inclinometers upslope of the work area four times during the construction of the retaining wall. The schedule for readings would be coordinated with the full-time City inspector to coincide with excavations completed for the wall. Plots of deflection versus depth and displacement versus time would be prepared for the City's records. For costing purposes, we have assumed that two visits would be required solely to read instruments. Two additional readings would be coordinated with site visits to observe construction of the retaining wall (see Task 4).

Task 4 - Bid Assistance and Construction Observation. We propose to review and provide comments on contractor submittals in advance of construction. At this time, we anticipate submittals would primarily consist of retaining wall and backfill material information. Due to the presence of the landslide, we will ask the contractor to prepare a narrative describing how excavation and backfill will be performed in a staged manner. In our opinion, this is important to ensure the contractor has the proper equipment and project understanding to complete the work without creating undue risk of upslope movements.

We would also provide part-time construction observation services at key points during retaining wall construction to confirm that work is being completed in accordance with the design intent. We would rely on City inspectors to perform day-to-day inspection and to keep us informed of the progress via e-mail or telephone. We propose to coordinate regularly with them regarding what work is being performed and how it is being completed. This will enable us to time our site visits more efficiently. We intend to use the site visits as an opportunity to show the City's full-time inspector what is expected for wall construction activities. Daily field reports with annotated photographs and a summary of our observations would be prepared for the City's records. Site visits would be coordinated with the full-time City inspector. We anticipate that site visits would be beneficial during initial excavation, wall drain construction, and wall backfilling operations. We have budgeted to complete four site visits during the wall construction period.

Task 5 - Post-Construction Instrumentation Readings. We propose to collect readings on landslide instrumentation four times to document landslide movement with time. The first

readings would be collected at the end of May 2018, and subsequent readings would be collected on a quarterly basis.

Task 6 - Project Management/Meetings. Project management tasks would include contract management with the City and subconsultants as well as coordination of project staffing.

Cost Estimate


Our estimated fee to complete the scope of work outlined above is a Not-to-Exceed total of \$46,500. This amount would not be exceeded without prior authorization from the City. A breakdown of costs by task is provided in the table below.

Modify Construction Drawings	\$5,500
Additional Civil Engineering Services	\$5,000
Read Instruments During Construction (4 times)	\$8,000
Bid Assistance & Construction Observation	\$10,000
Quarterly Instrument Readings (4 times)	\$16,000
Project Management & Meetings	\$2,000
Total \$46,500	

We appreciate this opportunity to be of service and trust that this submittal is sufficient for your current requirements. If there are any questions, please call me at 503-452-1100.

Sincerely,

CORNFORTH CONSULTANTS, INC.

By 

Gerry Heslin, P.E.
Vice President

**ASTORIA DEVELOPMENT COMMISSION
CONTRACT FOR PROFESSIONAL SERVICES**

CONTRACT:

This Contract, made and entered into this ___ day of _____ 2018, by and between the Astoria Development Commission, hereinafter called "ADC", and Historical Research Associates, Inc., hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, the ADC requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as ADC does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services for construction document preparation for the Bond Street Retaining Wall Project as defined in Exhibit A.

B. Consultant's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The ADC agrees to pay CONSULTANT a total not to exceed \$5,218 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment.

C. ADC certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the ADC the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security Number, as ADC deems applicable.

4. ADC'S REPRESENTATIVE

For purposes hereof, the ADC'S authorized representative will be Nathan Crater, City Engineer – Public Works Engineering, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173, ncrater@astoria.or.us.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Emily Ragsdale. Address: 1825 SE 7th Avenue, Portland, OR 97214. Phone: 503-247-1319. Email: eragsdale@hrassoc.com.

6. ADC'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the ADC shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the ADC shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT'S services shall be provided under the general supervision of ADC's project director or his designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City of Astoria (City), shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, ADC shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from ADC or third party) as result of said finding and to the full extent of any payments that ADC is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the

CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

ADC may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if ADC breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for ADC.

9. ACCESS TO RECORDS

ADC shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither ADC nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the ADC to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the ADC, City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT ADC and City of Astoria any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the ADC and City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the Client, this indemnification agreement applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This

coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

The Contractor, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

20. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

21. OVERTIME

Consultant's employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

22. USE OF DRAWINGS AND OTHER DOCUMENTS

The ADC shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by ADC.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of ADC.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the ADC and CONSULTANT and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NON-DISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between ADC and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:

Attorney

ASTORIA DEVELOPMENT COMMISSION

BY: _____
ADC Chair Date

BY: _____
ADC Manager Date

[CONSULTANT]

BY: _____
Consultant Date

EXHIBIT A



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Scope of Work: City of Astoria Historic Trolley Track Documentation

Historical Research Associates, Inc. (HRA) is pleased to present this scope of work to the City of Astoria (City) for documentation of historic trolley tracks identified on Bond Street. The City has plans to build/extend a retaining wall on Bond Street east of Hume Avenue. Through a combination of potholing and metal detecting, the City has determined that historic trolley tracks are present below the modern pavement in at least a portion of the project area. These tracks have been previously recorded in other parts of the city as an archaeological site. In order to assist the City in compliance with State law, HRA will monitor construction activities related to the tracks and provide a letter report and updated archaeological site form to the State Historic Preservation Office (SHPO). Communication with the SHPO has indicated this is an acceptable strategy for dealing with the archaeological resource.

Task 1: Construction Monitoring

An HRA archaeologist will monitor the exposure and removal of the trolley tracks during construction, as well as document their character and extent. The archaeologist will take appropriate photographs and measurements and will map the tracks, their surrounding surface, and the project disturbances. The locations of the tracks and project will be recorded using GPS technology.

Task 2: Letter Report and Site Form

HRA will provide a brief letter report that summarizes previously-conducted background research/investigations and details the results of the construction monitoring and recordation and removal of the trolley tracks. The report will include appropriate photographs, measurements, and maps. It will make recommendations as the project's affect to the resource. HRA will also update the archaeological site form using the SHPO's online portal and provide an updated archaeological site form with the letter report.

HRA will submit the draft report to the City for review and comment. Upon receipt of any comments on the draft report and forms, HRA will finalize the documentation into a final report for SHPO submittal. The report will include the SHPO coversheet, all maps, forms, and other appropriate attachments. HRA will also conduct appropriate communication with the SHPO to facilitate review of the project.

Deliverables

HRA will submit an electronic version (.pdf) of the draft letter report to the City for review. Upon receipt of comments, HRA will submit one hard copy of the final letter report, an electronic version of the final report, and GIS shapefiles to the SHPO.

Schedule

HRA needs at least 48 hour notice (1 week preferred) prior to construction to arrange for the monitor. The draft letter report will be submitted within 4 weeks of the completion of monitoring. The final letter report and deliverables will be submitted to the SHPO within 1 week of comments on the draft report.

Cost and Assumptions

HRA's cost for the completion of the above tasks is no more than \$5,218.00, to be billed on a time and materials basis. A detailed breakdown of costs is provided in Attachment A. HRA's cost proposal is made with the following assumptions in mind:

- HRA will monitor construction for up to two 10-hour days (including travel from/to Portland). Should only one day of monitoring be necessary, all of the allotted hours and certain direct expenses (such as lodging) will not be applicable.
- No additional archaeological features or materials beyond the trolley tracks will be identified or recorded during the monitoring. Should features (such as a historic trash dump) be uncovered, the construction will be required to stop and additional scoping will be necessary.

Deviations from these assumptions may result in the need for a scope and cost amendment.

HISTORICAL RESEARCH ASSOCIATES, INC
Attachment A: Cost Estimate
Astoria Trolley Track Documentation

Labor Category	Rate	Project Administration		Task 1 Construction Monitoring		Task 2 Letter Report and Site Form		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist - E Ragsdale	\$105.00	2	\$210	2	\$210	6	\$630	10	\$1,050
Project Archaeologist - S Davis	\$94.00			20	\$1,880	10	\$940	30	\$2,820
GIS Coordinator - G Frazier	\$96.00					3	\$288	3	\$288
Admin Asst/Production Specialist - J Frank	\$64.00			1	\$64	2	\$128	3	\$192
Editor/Production Assistant - D Vogel	\$83.00					1	\$83	1	\$83
Office Mgr/Admin Asst - M Watson	\$52.00	1	\$52					1	\$52
Project Administrator - B Curtis	\$88.00	1	\$88					1	\$88
Information System Specialist - D Muir	\$118.00	1	\$118					1	\$118
Labor Subtotal		5	\$468	23	\$2,154	22	\$2,069	50	\$4,691
Reimbursable Expense	Rate	Units	Total	Units	Total	Units	Total	Units	Total
Travel									
Per Diem*	\$69.00			2	\$138			2	\$138
Lodging	\$110.00			1	\$110			1	\$110
Vehicle (4 wheel dr)	\$40.00			2	\$80			2	\$80
Vehicle Mileage	\$0.545			196	\$107			196	\$107
Shipping / Postage	\$15.00					1	\$15	1	\$15
Tablet / Day	\$20.00			2	\$40			2	\$40
CD Rom Data/CD	\$5.00					1	\$5	1	\$5
Color Prints	\$0.20					10	\$2	10	\$2
Report Production	\$0.15					20	\$3	20	\$3
Photocopy (in-house)	\$0.10			25	\$3			25	\$3
Administrative Fee	5%				\$24		\$1		\$25
Direct Subtotal					\$501		\$26		\$527
TASK TOTAL			\$468		\$2,655		\$2,095		\$5,218

Direct Costs are estimates.

*Per diem will be paid according to IRS regulations.

Project Total

\$5,218

Submitted on June 5, 2018

Fiscal review:

Bonnie M. Curtis

Bonnie Curtis

Submitted by:

Emily K. Ragsdale

Emily Ragsdale