

# AGENDA ASTORIA DEVELOPMENT COMMISSION

February 6, 2017
Immediately Follows Council Meeting
2<sup>nd</sup> Floor Council Chambers
1095 Duane Street · Astoria OR 97103

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. REPORTS OF COMMISSIONERS
- 4. CHANGES TO AGENDA
- 5. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- (a) ADC Minutes of 12/5/16
- (b) Award Design Contract for Bond Street Retaining Wall Project (Public Works)

#### 6. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the ADC. Rather than asking for public comment after each agenda item, the Mayor 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.

#### 7. EXECUTIVE SESSION

(a) ORS 192.660(2)(e) – Real Property Transactions

THIS MEETING IS 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.



February 2, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: WW BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF FEBRUARY 6,

2017

# **CONSENT CALENDAR**

Item 5(a): ADC Minutes

The minutes of the ADC meeting of December 5, 2016 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

# Item 5(b): Award Design Contract for Bond Street Retaining Wall Project (Public Works)

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. In addition, water and sewer lines have been rerouted above the street. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall. The results of the study concluded that is indeed feasible. 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) recently completed a boundary expansion of the Astor West Urban Renewal District (AWURD). The expansion includes an area from Columbia Avenue to the City owned slide area adding roughly 4 acres to the district. The expansion was targeted to achieve reopening Bond Street to two way traffic and potentially revitalizing residential properties. The ADC is now ready to proceed with the Bond Street Retaining Wall Project. Staff requested Cornforth Consultants prepare a proposal for geotechnical and civil engineering design services for the project. Staff will prepare bid documents, bid the project and provide construction management, with Cornforth providing inspection assistance. Staff will also prepare a traffic calming strategy for the

segment of Bond Street in the vicinity of the project. The engineering fees for the project provided by Cornforth are estimated at a not-to-exceed amount of \$74,950. Cornforth is listed on the ODOT Consultant List for Local Public Agencies so staff recommends executing a professional services contract for the design services per Astoria Code Section 1.967C(3), Award from a Qualified Pool. Funds for this project would come from the AWURD. It is recommended that the Astoria Development Commission execute a contract with Cornforth Consultants for a total not-to-exceed amount of \$74,950 for geotechnical and civil engineering services for the Bond Street Retaining Wall Project.

# **EXECUTIVE SESSION**

# Item 7(a): ORS 192.660(2)(e) – Real Property Transactions

The City Council will recess to executive session to discuss a real property transaction issue.

#### **ASTORIA DEVELOPMENT COMMISSION**

#### **ADC JOURNAL OF PROCEEDINGS**

City Council Chambers December 5, 2016

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 8:33 pm.

Commissioners Present: Price, Herzig, Warr, Nemlowill, Mayor LaMear, Ward 2 Vacant.

Commissioners Excused: None

Staff Present: City Manager Estes, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Police Chief Johnston, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

**REPORTS OF COMMISSIONERS:** No reports.

**CHANGES TO AGENDA:** No changes.

#### CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) ADC Minutes of 9/19/16

5(b) ADC Minutes of 10/3/16

**Commission Action:** Motion by Commissioner Price, seconded by Commissioner Nemlowill, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Warr, Nemlowill, Herzig and Price, and Mayor LaMear. Nays: None.

#### **REGULAR AGENDA ITEMS:**

Item 6(a): Heritage Square EPA Grant – AMEC Contract Amendment #4 Appropriation of Funds (Public Works)

The City of Astoria was awarded a United States Environmental Protection Agency (EPA) brown field pilot grant in 2012 for assessment and cleanup of the Heritage Square site. The City has used Astor East Urban Renewal District funds pay for the grant match and project cost overages to date. Council is now being asked to authorize a contract amendment with AMEC Foster Wheeler for a not-to-exceed amount of \$18,100. There are also additional fees, currently estimated at \$6000, needed for Oregon Department of Environmental Quality (DEQ) oversight for the project. The combined costs for both AMEC and DEQ is \$24,100 and would be funded out of the Astor East Urban Renewal District fund. Staff will be going before the City Council at the December 5th Council meeting for authorization to enter into a contract amendment with AMEC for the additional work. It is recommended that the Astoria Development Commission approve the expenditure of \$24,100 for the additional work for the Heritage Square EPA Grant Project.

**Commission Action:** Motion by Commissioner Price, seconded by Commissioner Warr, that the Astoria Development Commission approve the expenditure of \$24,100 for the additional work for the Heritage Square EPA Grant Project. Motion carried unanimously. Ayes: Commissioners Warr, Nemlowill, Herzig and Price, and Mayor LaMear. Nays: None.

#### ADJOURNMENT:

| There some no ration such assumes, the meeting mad dajourned at once print |              |  |
|--|--------------|--|
| ATTEST:  | APPROVED:    |  |
| Secretary  | City Manager |  |

There being no further business, the meeting was adjourned at 8:35 pm.



February 1, 2017

MEMORANDUM

TO:

ASTORIA DEVELOPMENT COMMISSION

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: AWARD DESIGN CONTRACT FOR 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. In addition, water and sewer lines have been rerouted above the street. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall. The results of the study concluded that is indeed feasible. 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 recently 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 now ready to proceed with the Bond Street Retaining Wall Project.

Staff has requested that Cornforth Consultants prepare a proposal for geotechnical and civil engineering design services for the project. Staff will be preparing bid documents, bidding the project and providing construction management of the project with Cornforth providing inspection assistance to assure that the project is built to their recommendations and in manner that minimizes risk of land movement. Staff will also be preparing a traffic calming strategy for the segment of Bond Street in the vicinity of the project. The engineering fees for the project provided by Cornforth are estimated at a not-to-exceed amount of \$74,950.

Cornforth is listed on the ODOT Consultant List for Local Public Agencies so staff recommends executing a professional services contract for the design services per Astoria Code Section 1.967C(3), Award from a Qualified Pool. Funds for this project would come from the AWURD.

The attached contract has been reviewed and approved as to form by the City Attorney Blair Henningsgaard.

#### RECOMMENDATION

It is recommended that the Astoria Development Commission execute a contract with Cornforth Consultants for a total not to exceed amount of \$74,950 for geotechnical and civil engineering services for the Bond Street Retaining Wall Project

Submitted By \_

Ken P. Cook, Public Works Director

Prepared By Jeff Harrington, City Engineer

# ASTORIA DEVELOPMENT COMMISSION CONTRACT FOR PROFESSIONAL SERVICES

#### CONTRACT:

This Contract, made and entered into this \_\_ day of \_\_\_\_ 2017, by and between the Astoria Development Commission, hereinafter called "ADC", and Cornforth Consultants, 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. <u>CONSULTANT SERVICES</u>

- A. CONSULTANT shall perform professional services for construction document preparation for the Bond Street retaining wall 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 \$74,950 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 Jeff Harrington, City Engineer – Public Works Engineering, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173, <a href="mailto:jharrington@astoria.or.us">jharrington@astoria.or.us</a>.

# 5. <u>CONSULTANT'S REPRESENTATIVE</u>

For purposes hereof, the CONSULTANT'S authorized representative will be Andy Vessely. Address: 10250 SW Greenburg Rd., Suite 111, Portland, OR 97223. Phone: 503-452-1100.

### 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 that 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. <u>CANCELLATION FOR CAUSE</u>

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. <u>ATTORNEY'S FEES</u>

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. <u>INDEMNIFICATION</u>

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. <u>LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT</u> 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. <u>USE OF DRAWINGS AND OTHER DOCUMENTS</u>

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:  |      |                                |      |  |
|---|------|--------------------------------|------|--|
| Digitally signed by  comappleidms.appleiddp.rd.49317566476644.38  67754144546[59324e744d354e773d3d] Discomappleidms.appleid.prid.493175647664 a3867754144546[59324e744d354e773d3d] Date:2017.01.30151323-4800 | AST  | ASTORIA DEVELOPMENT COMMISSION |      |  |
| Attorney  |      |                                |      |  |
|   | BY:  |                                |      |  |
|   | -    | ADC Chair                      | Date |  |
|   |      |                                |      |  |
|   |      |                                |      |  |
|   | BY:  |                                |      |  |
|   |      | ADC Manager                    | Date |  |
|   |      |                                |      |  |
|   | [COI | NSULTANT]                      |      |  |
|   |      |                                |      |  |
|   |      |                                |      |  |
|   | BY:  |                                |      |  |
|   |      | Consultant                     | Date |  |



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

January 17, 2017 P-1358

City of Astoria 1095 Duane Street Astoria, OR 97103

Attn: Jeff Harrington, P.E., City Engineer

Proposal for Construction Document Preparation Bond Street Retaining Wall Astoria, Oregon

Dear Mr. Harrington:

In accordance with your request, this proposal presents a scope of work and cost estimate to prepare plans and technical specifications 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 of the fan and to constrict the roadway to one lane. In August 2015, a retaining wall was designed by Cornforth Consultants' Landslide Technology division. The retaining wall was designed to reestablish the roadway for two-way traffic and to improve the stability of the debris fan toe. The objective of this proposal is to develop construction drawings and technical specifications for the City to put the project out for construction bids.

#### Scope of Work

We propose to develop construction plans and technical specifications for geotechnical aspects of the work. Geotechnical plan drawings would be developed on an existing basemap provided by the City, and would be prepared in Microstation format. Geotechnical drawing files would be converted to AutoCAD and submitted to the City following printing efforts. We propose to retain Otak's Seaside, Oregon office to design civil portions of the work. Civil plan sheets would be prepared in AutoCAD and provided to the City following printing efforts. Tasks included in the proposed scope of work are described in more detail below.

**Project Management/Meetings.** Project management tasks would include contract management with the City and subconsultants as well as coordination of project staffing. We also propose to attend two meetings with the City to present working drawings for City comment.

Materials Source Evaluation. One goal of the project is to reuse the existing large concrete blocks currently retaining the landslide debris fan as the facing for the new retaining wall. Additional blocks will be required, so we would coordinate with the redi-mix plant that produced the original blocks to confirm that the existing blocks will be compatible with blocks that they currently produce. We would also obtain material specifications for drain rock and crushed rock commonly available in the Astoria area to be included in technical specifications.

Construction Drawings. Construction drawings would be prepared for geotechnical aspects of the project. Drawings would be developed on a basemap provided by the City, and would be prepared in Microstation format. Drawings would be printed in pdf format and submitted electronically to the City for printing. Drawing files would be converted to AutoCAD format and provided to the City for future use. We anticipate the following sheets would be required to adequately convey the construction for bidding purposes.

- Title page with vicinity map and index of sheets
- General notes sheet
- Plan view of site and wall
- Elevation view of wall (2 sheets estimated)
- Typical section and actual cross sections
- Isometric views of wall model
- Details (block dimensions, grid connection, facing corner details, backfill details at corners, wall drain detail, grid ovelap detail)

Technical Specifications. We propose to prepare technical specifications for earthwork and wall construction using the City's standard specifications (based on 2015 ODOT). Earthwork specifications would address the need to perform excavation and wall construction in short segments for global landslide stability concerns. Earthwork specifications would include information for excavation, subgrade preparation, backfill placement, and drain construction. Wall construction specifications would address wall materials and sequencing. Specifications would be provided in Microsoft Word format so that the City can include them with City-prepared general provisions.

**Post-Bid Assistance**. We propose to assist the City with reviewing contractor submittals prior to construction. At this time, we anticipate submittals would primarily consist of retaining wall and backfill material certificates. 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.

Civil Design. Civil design drawings would be prepared for 60% design and 100% design submittals. Our civil subconsultant has indicated the following drawings are anticipated to be required for the project:

· Cover sheet with project information, general notes, vicinity map, project map

- Composite site plan (1 sheet) showing proposed roadway, sidewalk, storm utility, water utility, sanitary utility, and referenced components of Geotechnical design.
- Road, signage, striping, and grading plan (1 sheet) finish grade contours at two-foot intervals with spot elevations for asphalt, sidewalk, curb, and proposed utilities.
- Water construction plan and profile (1 sheet) for connection to City of Astoria public water system.
- Storm sewer plan and profile (1 sheet) include public collection and conveyance to City
  of Astoria standards.
- Erosion control plan (1 sheet) meeting the requirements of City of Astoria.
- Construction Detail sheets (2 sheets).

Civil designers would provide preliminary plans as background drawings to coordinate with dry utilities. It is assumed that plans for dry utilities would be provided by others. They would also prepare preliminary quantities for civil design to be used by the City in preparing an estimate.

Construction Assistance. We propose to perform periodic site visits during excavation and 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. Daily field reports with annotated photographs and a summary of our observations during site visits would be prepared for the City's records.

#### Cost Estimate

Our estimated fee to complete the scope of work outlined above is a Not-to-Exceed total of \$74,950. A breakdown of costs by task is provided on Table 1 below.

| Table 1 – Cost Breakdown    |                |  |  |
|-----------------------------|----------------|--|--|
| Project Management/Meetings | \$3,800        |  |  |
| Materials Source Evaluation | \$2,300        |  |  |
| Construction Drawings       | \$26,500       |  |  |
| Technical Specifications    | \$11,800       |  |  |
| Post-Bid Assistance         | \$2,300        |  |  |
| Civil Design                | \$17,000       |  |  |
| Construction Assistance     | \$11,250       |  |  |
|                             | Total \$74,950 |  |  |

<sup>\*</sup>Includes CCI labor and reimbursables

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 Gerry Heslin or Andy Vessely at 503-452-1100.

Sincerely,

CORNFORTH CONSULTANTS, INC.

Andy Vessely, P.E., C.E.G,

President