

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated July 6th, 2020, but made effective for all purposes as of May 1, 2020 (the "Effective Date"), between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and GHD Inc. ("Consultant"), a California corporation, whose address is 4550 Kruse Way, Suite 300, Lake Oswego, Oregon 97035.

RECITALS:

A. City desires to contract with Consultant to perform certain engineering, design, and related services concerning the 4th Avenue/Airport Road repair project (the "Project").

B. Subject to the terms and conditions contained in this Agreement, Consultant will perform the Services (as defined below) for and on behalf of City. Pursuant to a certain Grant Agreement Oregon Department of Transportation – Small City Allotment Program "4th Avenue Slide Repair City of John Day" (Contract No. 33832) (the "ODOT Agreement") between City and State of Oregon, acting by and through the Oregon Department of Transportation ("ODOT"), City is receiving funding from the Small City Allotment Program administered by ODOT to complete the Project. In addition, pursuant to a certain State of Oregon Office of Emergency Management Infrastructure Contract 4452-DR-OR (the "OEM Agreement") between City and the State of Oregon, acting by and through the Office of Emergency Management ("OEM"), City is receiving FEMA funding to complete the Project. FEMA is contributing 80% of project costs through the OEM Agreement. Funds from the ODOT Agreement will be used toward the Project thereby contributing to the 20% OEM Agreement match requirement. Therefore, the Services will be performed subject to and in accordance with all applicable ODOT Agreement and OEM Agreement requirements.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Consultant Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following professional engineering, design, and related services for and on behalf of City (collectively, the "Services"): (a) those engineering, design, and related services described in attached Schedule 1.1; and (b) all other necessary services customarily provided by Contractor in connection with its performance of those services described in Schedule 1.1 and/or otherwise required under the OEM Agreement and/or ODOT Agreement within scope of agreed upon services. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager, and (z) perform the Services to the best of Consultant's ability. Consultant acknowledges and agrees that City may cause or direct other persons or Consultants to provide services for and on behalf of City that are the same or similar to the Services provided by Consultant under this Agreement.

1.2 Schedule of Services. The Services will be completed expeditiously and in a timely manner. Notwithstanding anything contained in this Agreement to the contrary, all Services will be completed in accordance with the schedule of services provided on the attached Schedule 1.2. Consultant and City will routinely consult with each other to ensure effective and efficient provision of the Services and minimize expense.

1.3 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, (a) City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations described under Section 4.4, and (b) this Agreement is made subject to the terms and conditions contained in the OEM Agreement and ODOT Agreement.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, City will pay Consultant for the Services at the hourly rates identified in the fee schedule attached as Schedule 2.1. Consultant will submit monthly invoices to City concerning any Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Consultant (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after (y) City has reviewed and approved the applicable Invoice, and (z) City has received sufficient funds under the ODOT Agreement and/or OEM Agreement to pay the amount under the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed \$266,147.00.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Consultant will provide, at Consultant's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. Notwithstanding anything contained in this Agreement to the contrary, City will not reimburse Consultant for any expenses incurred by Consultant to perform the Services and/or in connection with this Agreement.

3. Relationship.

3.1 Independent Consultant; Taxes; Licenses. Consultant is an independent Consultant of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment

insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

3.2 No Agency Relationship. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon and California laws. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. By signing below, Consultant certifies that Consultant (and Consultant's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Services under this Agreement. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, and/or order to which Consultant is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Consultant will perform the Services to the best of Consultant's ability, diligently, in good faith, in a professional manner, free from errors and omissions, and consistent with the terms and conditions contained in this Agreement, the OEM Agreement, and the ODOT Agreement. The Services will be performed in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a

severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Consultant immediately upon City's demand.

4.4 Compliance With Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City and an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, the ODOT Agreement, the OEM Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will fund the defense of-, indemnify, and hold City, and each present and future City employee, officer-, and representative (collectively, "City's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses, including, without limitation, attorney fees, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Consultant's acts and/or omissions (and/or the acts and/or omissions of Consultant's shareholders, officers, agents, employees, directors, representatives, and/or Consultants); (b) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports; Documents. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. Upon written request by Consultant, City will grant Consultant a revocable license to use all studies, reports, data, documents, and/or materials of any kind produced under this Agreement. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and

attorney fees. Consultant will include on the title page of any document or report, which is funded in its entirety by the Federal Emergency Management Agency (FEMA).

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. Consultant's records will be maintained in accordance with sound accounting practices. Consultant's records concerning the Services, including, without limitation, Consultant's time and billing records, will be made available to City for inspection, copying, and/or audit immediately upon City's request. Consultant will permit City and/or City's Representatives or retained contractors to perform site reviews of all services and facilities of Consultant immediately upon City's request.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the city manager's prior written consent, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city manager of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city manager of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Consultant, and mitigate the disclosure. Upon the earlier of City's request or the termination of this Agreement, Consultant will immediately return to City all documents, instruments, and/or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until completion of the Services (which in no event will be later than June 30, 2021), unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

5.2 Termination by Mutual Agreement or City's Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Consultant, and/or (b) by City for convenience and without cause by giving Consultant thirty (30) days' prior written notice of such termination.

5.3 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent Consultant relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Consultant fails to comply with any applicable law related to Consultant's independent Consultant relationship with City; (c) continuous or repeated problems occur in connection with the performance of the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.4 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Consultant will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant.

5.5 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign any of Consultant's rights and/or obligations under this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and

prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[end of agreement – signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date first written above but made effective for all purposes as of the Effective Date.

CITY:
City of John Day,
an Oregon municipal corporation

CONSULTANT:
GHD Inc.,
a California corporation



By: Nick Green
Its: City Manager

By: Steve Allen
Its: Principal

Dated: _____

Dated: July 6, 2020

Schedule 1.1
Scope of Services

Consultant will perform the following Services for and on behalf of City concerning the Project:

Task 1 – Project Management, Meetings, and Coordination

The Project will require regular communication and close coordination with all team members, City, and other project stakeholders and require the following tasks: (a) reviewing the project status on a regular basis; (b) providing progress updates to City; (c) managing project budgets, schedules, and potential sub-Consultants; (d) providing invoices; and (e) assisting City in coordinating with the various agencies involved as outlined in the scope below. As part of ongoing project coordination and management, Consultant will facilitate and participate in regular meetings (or conference calls) with City and other stakeholders to provide updates on project status, review project designs, and receive input and direction.

- a. Consultant will attend one kick off meeting either by a videoconference or an in person meeting at the city, which will be contingent on the Covid-19 protocols as set by the consultant related to travel.
- b. Consultant will attend one 50% design review meeting either by a videoconference or an in person meeting at the city, which will be contingent on the Covid-19 protocols as set by the consultant related to travel.
- c. Consultant will attend one 90% design review meeting either by a videoconference or an in person meeting at the city, which will be contingent on the Covid-19 protocols as set by the consultant related to travel.

Deliverables Task 1:

Meeting agendas and Meeting Minutes
Monthly invoices

Task 2 – Topographic Survey and Right-of-Way Mapping

- a. The Consultant will perform field surveys and provide associated office support to locate horizontal and vertical details for all the permanent features and topography of the Project site.
- b. Data will be NAD83 horizontal and NAVD88 vertical. Coordinates will be expressed on the Oregon Coordinate Reference System standard, Dayville-Prairie City Zone. The Consultant will establish four horizontal and vertical control monuments outside the work area to accommodate construction staking.
- c. The topographic survey will incorporate all surface features, including, without limitation, spot elevations, grade breaks, drainage swales, existing utilities, utility inverts, and any other visible physical features that could impact the design. Trees with a diameter at breast height (DBH) of 4 inches or more will be located.
- d. Survey limits will extend a minimum of 100 feet along the road from the slide limits. Areas adjacent to the slide will include a minimum of 30 feet beyond the greater limits of the slide or centerline of road. The remaining road areas will be surveyed at a minimum of 15 feet from centerline. Both sides of the channel as well as the creek bed will be surveyed to the top of bank.

c. This task does not include a boundary survey. City right-of-way will be shown on the topographic survey based on deed information provided by the Grant County Surveyor. The Consultant will label adjoining landowners based on Grant County Assessor's Parcel Mapping and/or other information provided by the County Assessor's office.

Deliverables Task 2:

One hard copy and pdf file for Topographic survey and right-of-way mapping to a scale of 1"=20' stamped and signed by a licensed land surveyor

Task 3 – Geotechnical Investigation and Report

a. The Consultant will evaluate subsurface soil and groundwater conditions underlying the subject segment of 4th Avenue and readily accessible areas on the subject slope to assess the stability of the slope as a basis for developing geotechnical engineering design recommendations. This task involves the following:

1. Reviewing selected subsurface soil and groundwater information, geologic maps, and other readily available geotechnical-related information pertinent to the site.
2. Completing field reconnaissance consisting of traversing accessible areas of the slope below 4th Avenue near the distressed area, using hand equipment to perform shallow subsurface investigation, constructing a field-developed cross-section, and marking the locations of proposed boring.
3. Coordinating and managing the field investigation, including public utility notification, and scheduling of sub-Consultants and Consultant field staff (and the Consultant will call in public locates as required by law).
4. Conducting one (1) day of drilling, including, without limitation, completion of two (2) drilled borings along 4th Avenue (the actual location of the boring will be selected after reviewing the results of geologic field reconnaissance. The boring will be completed with a truck mounted drill rig; final depth will be determined in the field based on subsurface conditions. Drilling will include rock coring, where rock is encountered; soil cuttings and drill fluids will be drummed and removed from the site).
5. Obtaining samples at representative intervals from the explorations, observing groundwater conditions, and maintaining detailed logs in general accordance with the ASTM Standard Practices Test Method D 2488;
6. Conducting laboratory testing on selected samples from the explorations (while actual laboratory tests will depend on conditions encountered, it is likely the Consultant will need to conduct moisture content and density, fines content, and unconfined compression tests).
7. Completing a slope stability analysis of the subject slopes to evaluate both static and seismic stability.
8. Preparing a Draft and Final Geotechnical Engineering Report (see below) and discussing preliminary results and geotechnical recommendations with the whole project team,

providing consultation to refine the mitigation solution, as needed.

b. Draft and Final Geotechnical Report. The Consultant will prepare a Draft Geotechnical Report describing the surface and subsurface earth materials and conditions encountered, a site plan showing exploration locations and other pertinent features, a summary of boring logs and laboratory test results, evaluations of alternate repair solutions, and geotechnical recommendations for permanent road repair and slope stabilization (or more feasible alternatives), possibly including gravity walls, tie-back or soil-nailed walls, soldier pile or sheet pile walls, or a mechanically stabilized embankment. The Final Geotechnical Report will be submitted after receiving comments from City on the Draft Geotechnical Report.

Deliverables Task 3:

One Draft Geotechnical report delivered via email for review and discussions for selecting the final slope stabilization option

Provide one Final Geotechnical Report hard copy and pdf file via email

Task 4 – Hydraulic Analyses of Canyon Creek

The Consultant will conduct a limited hydraulic analysis of a portion of Canyon Creek to support the streambank stabilization design at the Project site. The Consultant will use the latest information available from FEMA, including, without limitation, flowrates obtained from previous studies (e.g., 2-, 10-, and 100-year) and the existing HEC-RAS hydraulic model provided by City. Topographic survey information collected as part of the previous task will be added to the existing HEC-RAS model to simulate existing baseline hydraulic conditions. The Consultant will utilize the HEC-RAS model to inform stabilization design approaches, such as configurations of vertical walls, rock slope protection, and other measures. The Consultant will then compare the existing and proposed model results to identify and evaluate the potential hydraulic and geomorphic responses of Canyon Creek to the proposed project, such as scour and/or elevated water levels, as well as counter measures to avoid negative impacts. A brief, technical memorandum will summarize the methods and results of the hydraulic analyses to support the streambank stabilization design.

Deliverables Task 4:

Final Hydraulic analysis Technical Memorandum hard copy and pdf file via email

Task 5 – Preliminary Design (50% Design)

a. The Consultant will develop preliminary design plans for the project, leading the structural and civil engineering components of the design, as well as engineering for the slope stability options. The Consultant will review available drawings, photos, and studies, including geotechnical report and topographic survey, and conduct a site visit to observe existing conditions and review the proposed repairs.

b. It is assumed that one of the following support systems will be used for the final design: (1) soldier pile wall with precast concrete lagging; (2) soldier pile wall with timber lagging; (3) tie-back wall with shotcrete retention walls; and (4) ultra-block gravity wall system. Other systems may be recommended based on the results of the pre-design analysis.

c. The preferred wall design selected by City will be developed to a 50% level. The

Consultant will design the Project using English Standard units in AutoCAD, at an appropriate scale, under AutoCAD standards, including project folder structures, layer names, line styles and font resources, color tables, etc. The preliminary design plans are expected to include, without limitation, the following: (1) cover sheet, sheet index, and maps; (2) survey control plan; (3) typical sections; (4) roadway plan and profile; (5) wall system general plan; and (6) such other sheets, information, and designs City deems necessary or appropriate to convey the design intent.

d. The Consultant will provide an opinion of probable construction costs for the 50% design using standard engineering estimating procedures for each design submittal. The opinion of cost features the anticipated cost for the items of work included with the project based on bid results from previous projects or published unit costs available from ODOT.

e. In addition to the 50% design package, the Consultant will prepare a "Structure Type Selection" memorandum, with narrative description of the selected wall system, a summary of the project seismic design criteria, the initial structure opinion of probable construction cost, and the wall General Plan (plan and profile drawing, and a typical cross section).

f. Right-of-Way Appraisals and Acquisitions. There are no right-of-way appraisals, or land acquisitions expected for the Project or included in this scope of services. The vacant adjacent property may require a temporary construction easement to mitigate the erosion damage.

Deliverables Task 5:

50% Design plans and Opinion of Probable Construction Cost

Preliminary Retaining Structure Type Selection Memorandum hard copy and pdf file via email

Task 6 – USACE and DSL Joint Permit Application ("JPA")

a. Site Visit and Field Work. The Consultant will perform a field visit to the Project site to perform a determination of the ordinary high-water mark, which will be identified in the field based on physical indications of wet-season water levels. The identified boundary will be staked or flagged in the field and recorded using a mapping-grade GPS receiver. Wetlands are not expected to be present as the creek corridor and roadway are adjacent to each other.

b. Endangered Species Act ("ESA") Compliance. Subject to and in accordance with applicable law, the Consultant will prepare an ESA compliance document (e.g., a Biological Assessment ("BA") Report) sufficient for completing an ESA consultation. The document will follow typical BA protocol regarding the provision of sufficient information for the National Marine Fisheries Service ("NMFS") to determine what effect the project may have on listed species under their respective jurisdictions. The Consultant will provide City and NMFS with the information necessary for them to complete an ESA consultation in support of the Clean Water Act Section 404 permit application.

c. Section 106 Compliance. As of the date of this RFP, an archaeological survey for the project is not required and is not included in this scope of services.

d. Joint Section 404/Removal-Fill Permit Application. As the Project will require excavation of material from and placement of fill material into waters of the United States or the State of Oregon, the Consultant will prepare a JPA package to address impacts on such areas, which will include a completed USACE and DSL JPA Form and all necessary supporting information, including, without

limitation, the following:

1. Detailed Project description.
2. Statement of purpose and need, along with supporting information that documents the perceived need.
3. Set of detailed project drawings that show the Project location, existing conditions, and both plan and cross-sectional views of the proposed impact and mitigation sites.
4. Area of all wetlands and non-wetland other waters that would be both temporarily and permanently impacted by the proposed work.
5. Volume of excavation that would occur within wetlands and non-wetland other waters and the type of material that would be removed.
6. Volume and types of fill material that would be placed in wetland and non-wetland other waters to complete the proposed work.”
7. Summary of the wetland delineation (if deemed necessary) and a copy of the complete “Final Wetland Delineation Report.
8. Wetland functions and values assessment conducted using the Oregon Hydrogeomorphic-based Assessment approach.
9. Stream functions assessment using the preliminary version of the “Stream Functions Assessment Method” jointly developed by USACE, DSL, Region 10 of the EPA, and the Willamette Partnership.
10. Alternatives analysis that meets the requirements of Section 404(b)1 of the Clean Water Act.
11. Signed affidavit by the local planning offices certifying that the Project complies with the local land use code/plan.

When the JPA is submitted to the USACE and DSL, these documents are intended to be complete application package. Prior to submitting the JPA, the Consultant will supply City with the draft JPA for review. Comments supplied by the City will be included in the final JPA. The final JPA will be submitted to USACE and DSL for review by the Consultant.

Deliverables Task 6:

Wetland and Ordinary High Water Mark Determination Report

Wetland Delineation Report (only required if wetlands are found during the OHWM determination, this is provided as an optional service)

Draft Joint Permit Application for City review via emailed pdf file

Final Joint Permit Application issued to USACE and City via hard copy and pdf file via email

Task 7 – Engineering Design

a. The Consultant will prepare final plans, specifications, and estimates (“PS&E”) for the Project based upon the preliminary 50% design plans. The primary objective of the final design will be to develop a set of PS&E suitable for bidding and construction. The Consultant will prepare the PS&E package based on the standards of practice in the industry and in accordance with this scope of services.

b. Construction Plans. The Consultant will provide progress PS&E documents at 90%, and final design stages. The City will have the opportunity to comment on the 90% and final, design submittals. Final design documents will be ready to issue for bidding and construction.

c. The Consultant will design using English Standard units in AutoCAD at an appropriate scale utilizing AutoCAD standards, including project folder structures, layer names, line styles and font resources, color tables, etc. All plans must be stamped and signed by a licensed professional engineer and will be used as part of the construction documents. Construction plans are expected to include, without limitation, the following contents and information: (1) cover sheet, sheet index, and maps; (2) survey control plan; (3) typical sections; (4) roadway plan and profile; (5) construction details; (6) cross sections; (7) erosion control plan; (8) retaining wall layouts; (9) retaining wall details; and (10) such other sheets and/or information City deems necessary or appropriate.

d. Technical Specifications. Using the 2018 ODOT “Boilerplate Special Provisions,” the Consultant will prepare technical specifications consisting of special provisions to amend and supplement the 2018 Oregon Standard Specifications for Construction issued by ODOT.

e. Opinion of Probable Construction Costs (Estimates). The engineer’s opinion of probable construction costs (estimates) will be prepared using standard engineering estimating procedures for each design submittal, typically based on the ODOT average bid item prices. The opinion of probable cost will include the anticipated cost for the items of work included with the Project based on bid results from previous projects or published unit costs available from ODOT.

Deliverables Task 7:

90% Plans, Specifications and Opinion of Probable Cost Estimate via pdf file via email

Final Plans, Specifications and Opinion of Probable Cost Estimate via pdf file via email

Final Retaining Structure Type Selection Memorandum and Calculations

Task 8 – Bidding Assistance

a. The Consultant will prepare the following bid documents for issuance to contractors for bidding: Plans, Specifications, and Special Provisions. The Consultant will provide these bid documents to City for issuance to perspective contractors and advertisement to local and state procurement websites.

b. The Consultant bid period services will be limited to the following: (1) respond to technical questions from contractors; (2) attend one pre-bid meeting/conference at City; (3) prepare draft addenda during bidding and answer contractor questions; and (4) review contractor bids.

Deliverables Task 8:

One bid set of Bid Documents including Plans, Specification, and Bid Tab via pdf file via email

Provide and issue up to two Bid Addendums via pdf file via email.

Task 9 – Construction Support Services and Site Observations (Not Included)

A scope and fee for construction support services and site observations is not included in this scope of services. A scope and fee will be provided later for review upon completion of the final design and issuance of the environmental permitting, as it is dependent on the final design and construction methods.

Task 10 – Project Closeout and Post-construction Documents (Not Included)

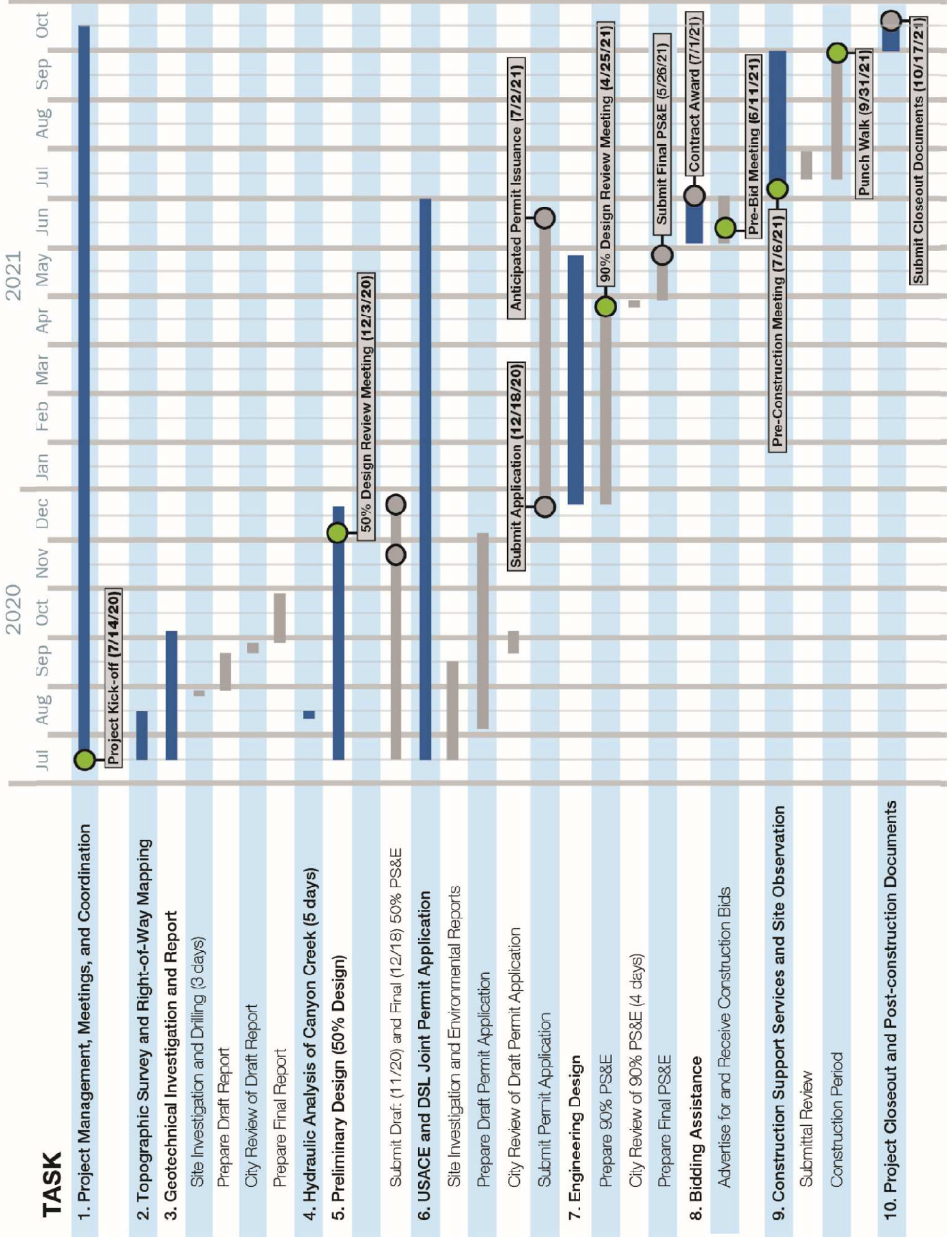
A scope and fee for construction support services and site observations is not included in this scope of services. A scope and fee will be provided later for review upon completion of the final design and issuance of the environmental permitting, as it is dependent on the final design and construction methods.

Schedule 1.2
Schedule of Services

See attached Schedule:



City of John Day 4th Ave/Airport Road Repair Project Schedule



Schedule 2.1
Fee Schedule

Task 1 – Project Management, Meetings and Coordination	\$13,120
Task 2 – Topographic Survey and Right of Way Mapping	\$18,170
Task 3 – Geotechnical Investigation and Report	\$34,360
Task 4 –Hydraulic Analysis of Canyon Creek	\$12,110
Task 5 – Preliminary Design (50% Design)	\$44,590
Task 6 – USACE and DSL Joint Permit Application	\$31,777
Task 7 – Engineering Design (90% and Final Design)	\$84,190
Task 8 – Bidding Support	\$12,430
Task 9 – Construction Support Services and Site Observations	TBD
Task 10 – Project Closeout and Post-construction Documents	TBD
Task 11 – Travel and Expenses	\$15,400
PROJECT TOTAL	\$266,147
Task 12 – Wetland Delineation (Option if needed)	\$6,902