

**City of John Day**  
Request for Proposals – Design and Engineering Services  
4<sup>th</sup> Avenue Repair Project  
February 12, 2020

City of John Day (“City”) is soliciting proposals (“Proposal(s)”) from qualified consultants interested in providing certain engineering, design, and related services for and on behalf of City, all as described in this Request for Proposals (this “RFP”). City is issuing this RFP in accordance with the informal selection procedures under OAR 137-048-0210.

As discussed below, work performed under the Agreement (as defined below) is funded (a) with Federal Emergency Management Agency (“FEMA”) funds through an agreement administered by the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management (“OEM”), and (b) with funds from the Small City Allotment Program administered by the State of Oregon, acting by and through its Department of Transportation (“ODOT”).

**I. Introduction and Funding**

City is issuing this RFP to select a consultant to provide certain engineering, design, and related services concerning the 4<sup>th</sup> Avenue/Airport Road repair project (the “Project”). Pursuant to a certain Grant Agreement Oregon Department of Transportation – Small City Allotment Program “4<sup>th</sup> Avenue Slide Repair City of John Day” (Contract No. 33832) (the “ODOT Agreement”) between City and State of Oregon, acting by and through 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, by and through 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.

**II. Project Description and Background**

City is included in a federal disaster declaration due to flooding, landslides, and mudslides which occurred in April 2019. A flood event in April 2019 caused considerable damage to 4<sup>th</sup> Avenue in City, eroding the stream bank along Canyon Creek and causing it to encroach and limit the road to one lane of traffic. To cover the costs for engineering design and construction of all the needed improvements, City applied for and was subsequently granted FEMA and ODOT funding, as described above. The estimated cost for repairs due to damages caused by the flooding, landslides, and mudslides is \$550,000 for the reconstruction of 4<sup>th</sup> Avenue.

Construction is anticipated to begin upon completion of the engineering and the design portion of the Services contemplated under this RFP. Construction is anticipated to be completed on or before June 30, 2021.

**III. Scope of Services**

Subject to the terms and conditions contained in this RFP, the ODOT Agreement, and the OEM Agreement, the selected consultant (the “Consultant”) will provide all engineering, design, and related services necessary for the proper design and engineering of the Project, including, without limitation, the following tasks and services (collectively, the “Services”):

A. Performing all design and engineering services in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, all applicable requirements of Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) (collectively the “ADA”), and all applicable requirements contained in the ODOT Agreement and the OEM Agreement.

B. Performing and completing the services and tasks described on the scope of services attached as Exhibit A. Prior to completing any final engineering or construction level documents for the above-described damage, the Consultant will complete the project level initiation documents as an initial task. Specific information required for design and for understanding the geomorphic nature of Canyon Creek include, without limitation, soil characteristics, channel geometry, and vegetation cover, obtained through the following field studies, investigations, and actions: (a) geotechnical investigation and report, identifying subsoil conditions; (b) topographical survey of the area of damage, as well as Canyon Creek cross sections; (c) hydraulic analyses of Canyon Creek in the area of documented damage; (d) preliminary design (35% level drawings and details); and (e) preparation and submission to the U.S. Army Corps of Engineers (USACE) and Department of State Lands (DSL) a Joint Permit Application (JPA).

C. Performing such other engineering and/or design services City determines necessary or appropriate for the completion of the Project.

City anticipates that the Services will commence on or about April 1, 2020 and will be completed no later than June 30, 2021. The Consultant will work with, and report directly to, the city manager.

#### **IV. Proposal Format**

The following requirements as to the form, content, and manner of submitting Proposals must be strictly observed; variance from these requirements may result in rejection of the Proposal as unresponsive. Proposals must not exceed ten (10) pages, excluding the cover letter and insurance information (one page is considered to measure 8-1/2 x 11, with 11-point font size minimum).

A consultant interested in performing the Services must submit a signed and dated Proposal to City containing the information identified below. Proposals will first be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting the minimum requirements will be forwarded to the John Day Public Works Committee for review and evaluation.

A. Minimum Required Qualifications. Failure to comply with one or more of the following criteria may result in rejection of the Proposal:

1. At least one copy of the submitted Proposal must bear an original signature on the cover letter. A duly authorized representative empowered to bind the consultant must sign the Proposal.

2. The Proposal must not include any cost sheets or fee-related information.

3. The Proposal must demonstrate that the proposer (a) has all valid applicable Oregon licenses, including, without limitation, all applicable licenses to practice engineering in the State of Oregon and City, (b) is in good standing with the Oregon State Bar of Examiners for Engineering and Land Surveying, as applicable, and (c) is not on the General Services Administration (GSA) list of parties

excluded from federal procurement or non-procurement programs.

4. Sufficient evidence to demonstrate the proposer's compliance with the following minimum levels of insurance: (a) general liability insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with limits of no less than \$1,000,000 combined single limit; (c) errors and omissions insurance with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5. Each Proposal must include a signed certificate of non-discrimination pursuant to ORS 279A.110, substantially in the form attached hereto as Exhibit B. The Proposal must indicate whether the proposer is a certified small firms, minority-owned firm and women-owned firm, and/or emerging small business.

B. Scored Criteria. Each Proposal that meets the minimum required qualifications will be evaluated on the following criteria (a total of 100 points is available for the scored criteria):

1. Professional Qualifications of Project Team (20 points). Provide an overview of the proposer and qualifications for providing the Services. List key team members who will be assigned to the Project (including the project manager), their roles and responsibilities, and their qualifications and experience. Provide a resume for each key team member. Identify any subconsultants needed to complete the Services (and indicate which portions of the Services).

2. Experience (40 points). Provide at least three examples of services rendered on projects completed in the last five years that best characterizes and demonstrates the proposer's experience providing services similar to the Services. Also demonstrate experience within the framework and requirements of grant funded projects. For each project included, provide information about timeline/completion date of similar projects. Describe the proposer's engineering and design experience with community facilities in small, rural Oregon communities. Describe the proposer's previous history working with, or in, City and your team's past performance history with City.

3. Availability (30 points). Indicate the amount and type of resources and number of experienced staff (including sub-contractors) available to perform the Services, including, without limitation, recent, current, and project workloads related to staff and resources for the duration of the Project. Demonstrate ability to provide responsive services to assist City based on the amount and type of staff resources available to perform the Services. The proposer must identify a basic timeline to accomplish the tasks outlined in this RFP, including completion of major milestones.

4. References (10 points). Provide references and recommendations from at least five current or former clients. References should establish the proposer's demonstrated ability to successfully and reliably complete similar projects.

## V. Proposal Submission

To be considered, please submit six copies of the Proposal to Nicholas Green, City Manager, via email at [green@grantcounty-or.gov](mailto:green@grantcounty-or.gov), or by mail or hand delivery to City of John Day, 450 East Main Street, John Day, Oregon 97845. **Proposals must be received by 4:00 p.m., Pacific Time on Tuesday, March 3, 2020.** Proposals received after the deadline time/date will not be considered. Mis-deliveries, late, and/or faxed submittals will be considered nonresponsive. Please clearly label the outside of the envelope (or

fill-in the email subject line with) “John Day 4<sup>th</sup> Avenue Repair Design Services Proposal.”

## **VI. Selection Process; Contract Award**

A. Proposals meeting the minimum required qualifications will be evaluated and scored by the John Day Public Works Committee based upon the criteria and points assigned in this RFP. City will rank all Proposals according to the criteria set forth in this RFP, and select the three highest ranked proposers.

B. City will direct contract negotiations with the highest-ranked proposer toward obtaining written agreement on (a) the selected proposer’s performance obligations and performance schedule, (b) payment methodology and maximum amount payable to the selected proposer that is fair and reasonable to City, and (c) all other provisions City deems in City’s best interests. Notwithstanding anything contained in this RFP to the contrary, in accordance with ORS 279C.110(5), “[t]he compensation level paid must be reasonable and fair to the [City] as determined solely by the [City].”

C. If negotiations with the highest-ranked proposer fail to result in a contract, City reserves the right, pursuant to OAR 137-048-0210(6), to formally terminate negotiations and enter into negotiations with the second-ranked proposer and, if necessary, the third-ranked proposer and so on, until the negotiations result in a contract. If subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, City may terminate this RFP.

D. If a contract is awarded, City and the Consultant will enter into City’s form professional services agreement substantially in the form attached hereto as Exhibit C (the “Agreement”). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the Agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, and City’s right to terminate the Agreement.

## **VII. Protest Procedures**

Proposers may submit to the city manager a written protest of the RFP, contractual terms or specifications, or consultant selection. To be considered, a protest must (a) identify the proposer’s name and reference to this RFP, (b) contain evidence that supports the grounds on which the protest is based and specify the relief sought, including, without limitation, a statement of the proposed changes to the process or RFP provisions, requirements or terms, and/or conditions that the proposers believes will remedy the conditions upon which the protest is based, (c) be signed by the proposer’s authorized representative, and (d) be submitted, in writing, to the city manager at the address(es) set forth in this RFP. Any protest of this RFP or any consultant selection must be submitted in accordance with OAR 137-048-0240. A timely submitted protest will be resolved within a reasonable time following City’s receipt of the protest.

## **VIII. Additional Information**

A. Incorporation of OEM Agreement and ODOT Agreement. The Agreement will be subject to all applicable provisions, requirements, and conditions of the OEM Agreement and the ODOT Agreement, which are incorporated herein by this reference. If any term or provision of the Agreement conflicts with the OEM Agreement and/or ODOT Agreement, the terms of the OEM Agreement and/or ODOT

Agreement, as applicable, will control.

B. Certification of Compliance with Tax Laws. By submitting a Proposal, the signatory must certify that the proposer is not, to the best of the proposer's knowledge, in violation of any Oregon tax law. For purpose of the certification, "Oregon tax law" means a state tax imposed under ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

C. Confidential Information.

1. Subject to ORS 279C.107, any Proposal submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" if and to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information to comply with the terms and conditions of this RFP, each proposer must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

2. City will take reasonable measures to hold in confidence all such labeled information; provided, however, City will not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

3. In submitting a Proposal, each proposer agrees that City may (a) reveal trade secret and/or other confidential materials and/or information contained in the proposal to City staff and to any City consultant, and (b) post the Proposal on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each proposer agrees to defend, indemnify, and hold City and each City officer, employee, and representative harmless for, from, and against all costs, damages, and expenses incurred in connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information. Any proposer that designates its entire Proposal as a trade secret may be disqualified.

D. Expenses; City Rights. Consultants responding to this RFP do so at their own expense; City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Proposal. Notwithstanding anything contained in this RFP to the contrary, if in City's best interest, City reserves the right to, in accordance with applicable law, (a) amend and/or revise this RFP in whole or in part, (b) cancel this RFP, (c) extend the submittal deadline for responses to this RFP, (d) waive minor informalities and/or errors in the Proposals, and/or (e) reject all Proposals for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from any proposer and/or require supplemental information from any proposer. This RFP does not obligate City to award a contract and/or to procure the Services. City reserves the right to enter into one or more contracts concerning the Services.

If you have any questions regarding this RFP, please contact Mr. Green via email (provided above) or telephone (541)575-0028.

Exhibit A  
Scope of Services

In addition to any other Services provided under this RFP, the Consultant will perform the following tasks and services for and on behalf of City:

**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 subconsultants; (d) providing invoices; and (e) assisting City in coordinating with the various agencies involved. As part of ongoing project coordination and management, the 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.

Deliverables Task 1:

Meeting agendas and notes  
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 sufficient 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.

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:

Topographic survey and right-of-way mapping

### **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 determine 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 subcontractors 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:

Draft and Final Geotechnical Report

**Task 4 – Hydraulic Analyses of Canyon Creek**

The Consultant will conduct a hydraulic analysis 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:

Hydraulic analyses technical memorandum

**Task 5 – Preliminary Design (35% 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 analysis and viable 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; (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 35% 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 35% 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 35% 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 cost estimate, 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. The vacant adjacent property may require a temporary construction easement to mitigate the erosion damage.

Deliverables Task 5:

35% Design plans and Opinion of Probable Construction Cost  
Structure Type Selection Memorandum

**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:

Draft and Final Joint Permit Application (JPA)

**Task 7 – Engineering Design**

a. The Consultant will prepare plans, specifications, and estimates (“PS&E”) for the Project based upon the 35% 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 60%, 90%, and final design stages. The City will have the opportunity to comment on the 60%, 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 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:

60%, 90% and Final PS&E documents

Structure Type Selection Memorandum and Calculations

**Task 8 – Bidding Assistance**

a. The Consultant will prepare bid documents for issuance to contractors for bidding, including, without limitation, Plans, Specifications, and Special Provisions. The Consultant will provide these bid documents to City for issuance to perspective contractors.

b. The Consultant’s 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:

Delivery of 60%, 90% and Final PS&E documents

**Task 9 – Construction Support Services and Site Observations**

The Consultant will provide construction support services throughout the construction of the Project, which will include, without limitation, coordinating communication between the selected contractor, City, and other parties throughout the course of the Project. The Consultant will assist City in responding to landowner questions/comments. Many of the items listed below under construction management will involve the input and feedback of City and others.

a. Pre-construction Review of Contractor Documents. The Consultant will review the selected contractor’s initial construction schedule for completeness, adherence to project requirements, and ease of monitoring progress, then review subsequent contractor submittals, as well as review the cost breakdowns requested for lump sum items to establish the basis for payment calculation for those items.

b. Pre-construction Meeting. The Consultant will conduct a pre-construction meeting at City with a visit to the project site. This will include, without limitation, the following: (1) preparing and distributing the agenda, meeting minutes, and a task list to project staff; (2) summarizing work and

expectations of City, including contract requirements and coordination required for the completion of the work, roles and responsibilities, schedule of work, submittals, work hours, notifications, safety, coordination with utilities, materials testing, etc.; and (3) reviewing traffic control and staging plan provided by the contractor.

c. Environmental Compliance Coordination. The Consultant will complete the following:

1. Compile permit and regulatory documents and distribute to contractor(s).
2. Respond to environmental compliance and permitting related questions during the construction period.
3. Oversee permit compliance requirements and assist the contractor in interpreting permit conditions and construction windows.
4. Conduct environmental awareness training with the contractor.
5. Schedule and coordinate biological clearance surveys.

d. Construction Period Tasks. The Consultant will complete the following:

1. Review the contractor's monthly payment requests, resolve differences in payment quantities, and prepare and submit monthly payment recommendations to City.
2. Maintain project records and files.
3. Attend project meetings at the project site, preparing the agenda and meeting minutes.
4. Coordinate and manage submittal and shop drawings reviews, including maintaining a submittal log.
5. Review and respond to submittals and shop drawings, utilizing a contractor-supplied web-based tracking system such as Procore or Submittal Exchange.
6. Review and respond to contractor submittals, based upon the plans and specifications.
7. Monitor the contractor's construction schedule and progress for adherence to project schedule, coordinate with the contractor on maintaining activities, notify the contractor and City of any schedule concerns, and review any schedule revisions, negotiating time extensions if necessary.
8. Coordinate with the contractor to provide City staff with sufficient advance notice for any construction activities that may affect or require City resources or coordination.
9. Manage Requests For Information ("RFI") and Contract Change Order(s) ("CCO(s)"), including, without limitation, the following: (a) managing contractor correspondence, including RFIs, Potential Change Orders ("PCO(s)"), and CCOs, including technical/engineering assistance

and review, maintaining of logs, preparing and transmitting responses, and coordinating with other parties to develop responses; and (d) submitting a copy of CCO memoranda and CCOs to the City.

10. Attend on-site meetings to address construction issues, preparing agendas and meeting minutes.

e. On-site Observation. As part of this task, the Consultant will provide:

1. On-site construction observation to document contractor general conformance with the project plans and specifications;

2. Observation reports, including digital photo logs of progress.

3. Maintaining of routine communication with the contractor and City staff.

4. Maintaining of a set of red line plans depicting changes noted by the contractor.

5. Collection and maintenance of material tags and testing tags/reports as required for contract compliance.

6. Review of traffic control and water management.

7. Rejection or recommendation of deductions for materials not meeting the project requirements.

8. Spot elevation checks of grading and rock installation for conformance with plans and specifications.

9. Rock and retaining system placement observations.

10. Final slope stabilization applications, such as seeding and plantings, observations.

Deliverables Task 9:

Monthly and quarterly payment review and recommendations

Project and site meeting agendas and meeting minutes

CCO memoranda and CCOs

Observation reports, including digital photo logs, material tags, and testing tags/reports

**Task 10 – Project Closeout and Post-construction Documents**

The Consultant will assist City with project closeout tasks, including, without limitation, final documentation, notice of completion, and record drawings. The Consultant will prepare final project closeout documents, including, without limitation, the following: (1) complete project photo log in CD format; (2) approved submittals; (3) inspection/observation logs; (4) notice of termination; (5) meeting notes; (6) notice of completion and other documents for approval by City (submitted to the contractor); (7) review of contractor mark-ups and construction plan mark-ups for completeness; and (8) record drawings (as-builts) to City, incorporating Contractor mark-ups, change orders, or other changes

deemed necessary and provide hard copies as requested and electronic CAD files in AutoCAD format.

Deliverables Task 10:

Record Drawings

Notice of Completion

All final documentation listed above

**Task 11 (Optional Services) – FEMA Hazard Mitigation Grant Administration**

Subject to City's discretion, City may request that Consultant assist City with the overall administration of the FEMA Hazard Mitigation grant, closely coordinating with City, OEM, and FEMA to ensure grant requirements are met. The Consultant would complete the progress reports required under the grant and submit them to City for review and submittal to OEM. The Consultant would also provide assistance to support City in developing regular reimbursement requests.

In turn, City would supply Consultant with an accounting of City project costs for development of the reimbursement requests. The Consultant would incorporate engineering costs, and develop a reimbursement package for City to submit to OEM. The Consultant would also assist City in the development of Project Worksheets for submittal to OEM and FEMA as the project progresses and each phase of work is defined.

Finally, the Consultant would complete the grant closeout documentation with support from City. City will track and keep documentation of match costs for the project and the source of match costs, which OEM will review at project closeout. City will provide documentation on the financial management systems used for the grant project, including a description of the financial management system maintained that accurately identifies grant expenditures, supporting cost documentation (including original records, invoices, receipts, and proof of payment), and timesheets for City staff hours counted towards the Project.

Exhibit B  
Certificate of Non-Discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency will not discriminate against minorities, women, and/or emerging small business enterprises and/or a business enterprise that is owned or controlled by or that employs a disabled veteran in the awarding of contracts.

By signature of the authorized representative of the proposer below, the proposer hereby certifies to City of John Day that the proposer has not discriminated against minorities, women, and/or emerging small business enterprises and will not discriminate against minorities, women, and/or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining any subcontracts; and, further, that if awarded the contract for which this proposal is submitted, will not so discriminate.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Exhibit C  
Professional Services Agreement

[attached]