

# Council Business Meeting

March 1, 2022

|                    |  |  |
|--------------------|--|--|
| <b>Agenda Item</b> | Approval of Personal Services Contract for the North Mountain Avenue Rehabilitation Engineering Design   |  |
| <b>From</b>        | Scott A. Fleury, PE<br>Karl Johnson, EIT   | Public Works Director<br>Project Manager |
| <b>Contact</b>     | <a href="mailto:scott.fleury@ashland.or.us">scott.fleury@ashland.or.us</a><br><a href="mailto:karl.johnson@ashland.or.us">karl.johnson@ashland.or.us</a> | 541.552.2412<br>541.552.2415             |

## **SUMMARY**

Before Council, acting as the local contract review board, is a personal services contract for professional engineering and design services for the N. Mountain Avenue Overlay Project with DOWL. This project was released through an open request for qualifications (RFQ) based proposals and DOWL was the only responder to this request. The project has three distinct phases; preliminary design and permitting; final design and bidding; and construction services. Staff has negotiated the scope of work with DOWL for phase one and two, preliminary design and permitting, and final design and bidding services and concurs with the costs for these services. The construction administration portion will be negotiated upon completion of the final design and award of bid to a construction contractor. Tonight's action is for approval of phase one & two for an amount not to exceed \$945,493.81. (Principal project tasks in the amount of \$836,799.07 and contingencies in the amount of \$108,694.74).

## **POLICIES, PLANS & GOALS SUPPORTED**

City Council Goals (supported by this project):

- A: Prioritize the "Essential Services"
  - Streets
- B: Develop and/or enhance the following "Value Services" by leveraging the City's resources
  - Multi-Modal Transportation
  - All-Age Friendly Community

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs,
- Deliver timely life cycle capital improvement projects,
- Maintain and improve infrastructure that enhances the economic vitality of the community,
- Evaluate all city infrastructure regarding planning management and financial resources.

Current Transportation System Plan:

- Make safety a priority for all modes
- Maintain small-town character, support economic prosperity and accommodate future growth.
- Create a system-wide balance for serving and facilitating pedestrian, bicycle, rail, air, transit, and vehicular traffic in terms of mobility and access within and through the City of Ashland.

## **PREVIOUS COUNCIL ACTION**

On March 16, 2021, Council approved the 2021-2040 Capital Improvement Programs (CIP). The N. Mountain Avenue Overlay was included in this document with the following project cost breakdown:

- Design Expenses – FY22 – \$750,000
- Construction Expenses – FY23 – \$2,475,000

With this approval the N. Mountain Avenue Overlay project is scheduled to have the engineering portion and the construction portion of the project completed during the FY22-24 fiscal years.

**BACKGROUND AND ADDITIONAL INFORMATION**

**Request for Proposal**

On July 29, 2021, a Qualifications Based Selection (QBS) Proposal for professional services for the N. Mountain Avenue Overlay Project was advertised on the OregonBuys web-based eProcurement system, in the Daily Journal of Commerce, the Mail Tribune, and posted on the City’s website. This solicitation document was developed internally by staff and approved by the Legal Department prior to release. A qualifications selection process entails selecting a consultant solely on their qualifications to perform the proposals scope of work. Once a consultant is selected a final scope and associated fee is developed through a negotiation process.

On September 2, 2021, the City of Ashland received one (1) proposal to provide professional services for the development of the Ashland Transportation System Plan Update. A scoring team of Karl Johnson, Associate Engineer, Chance Metcalf, Senior Project Manager, Michael Morrison, Public Works Superintendent and Chuck Schweizer, Street Superintendent, completed a comprehensive review of the proposals. The proposals were scored in accordance with the criteria listed in the QBS Proposal document. Scoring was conducted individually and independently by each team member. The results of the scoring are as follows:

| CONSULTANT | TOTAL SCORE | AVERAGE SCORE | RANK |
|------------|-------------|---------------|------|
| DOWL, LLC  | 371         | 92.75         | 1    |

| SCORING CATEGORY   | POSSIBLE POINTS |
|--|-----------------|
| Project Approach   | 20              |
| Project Experience   | 35              |
| Project Team Experience  | 25              |
| Demonstrated Ability to Successfully Complete Projects on Time and Within Budget | 20              |
| <b>Total Points</b>  | <b>100</b>      |

Staff subsequently sent a letter of intent to negotiate with DOWL on September 16, 2021 and DOWL met with staff to finalize the scope of work and cost proposal on multiple occasions. Through the negotiation process DOWL developed and submitted a final scope and fee proposal on January 3, 2022, which was reviewed and approved by staff as meeting the needs for project design and delivery. Staff will provide a formal notice of award to DOWL after Council approval. Staff expects construction to begin on the project in spring of 2023.

**FISCAL IMPACTS**

The 2022-2024 Street Division Biennium Budget includes funds for contracted services (capital improvement program) in the amount of \$3,225,000 for this project. Staff expects this initial construction estimate to fall short of actual construction costs, given inflation and labor shortage issues. The construction phase of the

project will most likely span into the 2023-2025 Biennium and additional funds to complete the project will be budgeted accordingly in the next biennium. Revenues to support this project will come directly from the re-apportionment of Franchise Fee monies into the Street Fund. This project will require a debt service instrument to support the total cost. Starting this project and putting in place a debt mechanism aligns Page 3 of 3 with the previously approved “Reimbursement Resolution 2021-04”, ([Staff Report](#)) that allows the City to begin the engineering phase and obtain full financing prior to construction and reimburse the engineering project costs.

### **STAFF RECOMMENDATION**

Staff recommends Council move approval of the personal services contract for professional engineering and design services for the N. Mountain Avenue Overlay Project for an amount not to exceed \$945,493.81.

### **ACTIONS, OPTIONS & POTENTIAL MOTIONS**

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

1. I move to approve a contract for professional engineering and design services with DOWL for an amount not to exceed \$945,493.81. (Principal project tasks in the amount of \$836,799.07 and contingencies in the amount of \$108,694.74).
2. Direct staff to reconsider a new solicitation for the N. Mountain Avenue Overlay Project

### **REFERENCES & ATTACHMENTS**

1. Personal Services Contract between the City and DOWL

**PERSONAL SERVICES AGREEMENT (GREATER THAN \$35,000.00)**

|   |  |
|---|--|
| <p style="text-align: center;"><b>CITY OF<br/>ASHLAND</b><br/>20 East Main Street<br/>Ashland, Oregon 97520<br/>Telephone: 541/488-5587<br/>Fax: 541/552-6006</p> | <p>CONSULTANT: DOWL, LLC</p> <p>CONSULTANT’S CONTACT: Jaime Jordan</p> <p>ADDRESS: 831 O’Hare Parkway<br/>Medford, OR 97501</p> <p>TELEPHONE: (541) 774-5590</p> |
|---|--|

This Personal Services Agreement (hereinafter “Agreement”) is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and DOWL, LLC, a foreign limited liability company ("hereinafter “Consultant”), for engineering and other services related to the City’s project entitled “N. Mountain Avenue Overlay – I-5 to E. Main”.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the “Effective Date”), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than June 30, 2023.
- 2. Scope of Work:** Consultant will provide engineering, cost estimating, plan preparation, management, coordination and other related services for the City’s project entitled “N. Mountain Avenue Overlay – I-5 to E. Main” as more fully set forth in the Consultant’s Proposal dated January 3, 2022, which is attached hereto as “Exhibit A” and incorporated herein by this reference. Consultant’s services are collectively referred to in this Agreement as the “Work.”
- 3. Compensation:** City shall pay Consultant at the hourly rates and costs as set forth in “Exhibit A” for Consultant’s performance of all Work under this Agreement. In no event shall Consultant’s total of all compensation and reimbursement under this Agreement exceed the sum of **\$945,493.81 (nine hundred forty-five thousand, four hundred ninety-three dollars and eighty-one cents)** without the express, written approval from the City official whose signature appears below, or such official’s successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant’s invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

4. **Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
5. **All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.
6. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,310.46 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.
11. **Termination:**
  - a. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.
  - b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
  - c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective

upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

- i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
  - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
  - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
  - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.

**12. Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the

performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
  - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
  - b. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per claim. This is to cover any damages caused by errors, omissions or negligent acts related to the professional services to be provided under this Agreement. "Tail" coverage will be require at the completion of the Work under this Agreement for not less than twenty-four (24) months following completion of all Work, provided that the continuous "claims made" coverage has a retroactive date on or before the Effective Date of this Agreement.
  - c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
  - d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
  - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
  - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required

by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 16. Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

**17. Consultant's Compliance With Tax Laws:**

17.1 Consultant represents and warrants to the City that:

17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

- 18. Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:



**If to the City:**

Public Works/Engineering  
Attn: Karl Johnson  
20 E. Main Street  
Ashland, Oregon 97520

**With a copy to:**

City of Ashland – Legal Department  
20 E. Main Street  
Ashland, Oregon 97520  
Phone: (541) 488-5350

**If to Consultant:**

DOWL, LLC  
Attn: Jaime Jordan  
831 O'Hare Parkway  
Medford, OR 97501

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL**

BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**23. Certification.** Consultant agrees to and shall sign the certification attached hereto as “Exhibit C” and incorporated herein by this reference.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**CITY OF ASHLAND:**

**DOWL, LLC (CONSULTANT):**

By: \_\_\_\_\_  
Joseph Lessard, City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Purchase Order No. \_\_\_\_\_

\_\_\_\_\_  
Date

**(W-9** is to be submitted with this signed Agreement)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

CITY OF ASHLAND, OREGON

# City of Ashland LIVING WAGE

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



**\$15.96** per hour, effective **June 30, 2021**.

**The Living Wage is adjusted annually every June 30 by the Consumer Price Index.**

## Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$22,310.46** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$22,310.46**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

## For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, Oregon 97520, or visit the City's website at [www.ashland.or.us](http://www.ashland.or.us).

**Notice to Employers:** This notice must be posted predominantly in areas where it can be seen by all employees.

CITY OF  
ASHLAND

**EXHIBIT C**

**CERTIFICATIONS/REPRESENTATIONS:** Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- \_\_\_\_\_ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- \_\_\_\_\_ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- \_\_\_\_\_ (3) Telephone listing is used for the business separate from the personal residence listing.
- \_\_\_\_\_ (4) Labor or services are performed only pursuant to written contracts.
- \_\_\_\_\_ (5) Labor or services are performed for two or more different persons within a period of one year.
- \_\_\_\_\_ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

\_\_\_\_\_  
Consultant's signature

\_\_\_\_\_  
Date



January 3, 2022

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

**Subject: N. Mountain Ave. Overlay Project: I-5 to E. Main Street (City #2021-03, DOWL #2752.80159-01)**

Dear Karl:

### Project Understanding

We understand that pavement restoration on this deteriorating section of N. Mountain Avenue is critical to maintaining north-south connectivity and access to the surrounding commercial, residential, and recreational areas for this City of Ashland (City) "avenue." While the primary improvement will consist of full reconstructions and partial asphalt overlay, the project will also include replacement of non-compliant Americans with Disabilities Act (ADA) sidewalk ramps, upgrading existing crossings and connectivity, and installation of pedestrian-activated signal with a flashing light at Fair Oaks Avenue. In order to bring the at-grade railroad crossing up to current standards, associated design and permitting through Central Oregon Pacific Railroad (CORP) and ODOT Public Transportation Division will be included. Also, at Bear Creek bridge crossing, the existing pedestrian rail will need to be replaced with the latest standard railing for pedestrian and traffic.

We understand the City expects to complete design in August 2022.



## **TASK 1 PROJECT MANAGEMENT AND COORDINATION**

### **Task 1.1 Project Management and Coordination**

The major objectives of this task are to schedule, coordinate, and supervise project work and to establish lines of communications between DOWL and City staff. DOWL shall keep the City project manager informed of the project work progress and aware of changes that may affect the project design, schedule, and related costs.

DOWL will be responsible for the following project management tasks:

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

### **Task 1.2 Project Meetings and Site Visits**

DOWL staff will lead project meetings to discuss project details, review comments and updates and provide a written summary and create an action item list as necessary. For budgeting purposes, it is assumed that two DOWL staff members from the Medford office will attend up to 3 separate coordination/review meetings to discuss the project with the City staff and coordinate design details at a kick-off meeting and after each design milestone. Task shall include travel to the bridge site to perform field measurements of the existing rail and waterline attached to the bridge.

## **TASK 2 LOCATION SURVEYING AND MAPPING**

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

### **Task 2.1 Horizontal and Vertical Control Network**

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

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

***Deliverable(s)/Schedule:***

- Horizontal and Vertical Control points in the field.
- Raw data files.
- PDF copy of the field notes

**Task 2.2 Monument Recovery**

Consultant shall perform a search of survey records on file with County and City, to perpetuate the location of monuments that may be disturbed or destroyed during a future construction project.

Consultant shall research deeds and surveys of record, including but not necessarily limited to, property surveys, ODOT road surveys, original ODOT road resolutions, section corner surveys, and DLC surveys. Consultant shall provide tax assessor maps, property deed search, and copies of all pertinent documents to the City.

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

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

***Deliverable(s)/Schedule:***

- Coordinate file of recovered monuments
- Electronic copies of all research data collected.
- PDF copy of the field notes

**Task 2.3 Location Survey, Base map and Digital Terrain Model**

Consultant shall perform a topographic survey at all intersections, as identified by the figure shown in the Project Understanding. This will include up to 50 feet beyond the curb returns in all directions.

Consultant shall perform topographic survey at the areas shown by the callouts in the figure shown in the Project Understanding

Consultant shall collect roadway cross sections every 100 feet for the length of the project, except in the areas identified by the callouts in the figure shown in the Project Understanding

Consultant shall contact the Oregon Utility Notification Center (OUNC) and order utility locates at these locations. Consultant shall collect structures within the roadway within the project limits that are to be adjusted as part of the paving efforts.

Consultant shall produce a topographic base map and the Digital Terrain Model (DTM) to be used for the design of this project. The project shall be drafted using a scale of 1" = 50'.

***Deliverable(s)/Schedule:***

- Topographic base map and DTM shall be submitted to the City within twelve (12) weeks of Notice to Proceed (NTP).
- Electronic copy of the field notes.

**Task 2.4 Existing R/W and Boundary Resolution**

DOWL shall resolve the centerline and right of way lines of N. Mountain Avenue from the southerly right of way of Interstate 5 to the intersection with Main Street.

DOWL shall obtain listing kits for the properties that adjoin the right of way lines of N. Mountain Avenue. DOWL shall use the recovered monuments and research records to aid in the retracement of N. Mountain Avenue. DOWL shall submit the final "Horizontal Control, Monument Recovery and Retracement Survey" to the Jackson County Surveyor's office for recording.

***Deliverable(s)/Schedule:***

- Submit an electronic copy of the recorded "Horizontal Control, Monument Recovery and Retracement Survey" to the City within twenty (20) weeks of NTP for review.

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

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

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

Upon request by the City, Consultant shall prepare legal descriptions and exhibit maps for up to eighteen (18) parcels for the purpose of fee acquisition and/or easements for the Project.

***Deliverable(s)/Schedule:***

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



### **Task C2.5.2 Bulletin Exhibit Maps (CONTINGENCY TASK)**

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

***Deliverable(s)/Schedule:***

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

### **Task C2.5.3 Acquisition Staking (CONTINGENCY TASK)**

Consultant shall stake the limits of the proposed property acquisitions in the field for up to eighteen (18) parcels prepared in Task C2.5.1. Consultant will stake the parcels **one time only**.

***Deliverable(s)/Schedule:***

- Consultant shall place physical stakes or paint marks within two (2) weeks of notification by the City.

## **TASK 3 ENVIRONMENTAL COORDINATION/SUPPORT**

### **Task 3.1 DEQ 1200-C Permit**

If the Project design results in an overall ground disturbance that is greater than 1 acre, a DEQ 1200-C Permit will be required.

To satisfy DEQ application requirements, a City staff member must create a Your DEQ Online account as a Responsible Official (RO), e-Verify their identity, and link the Consultant to the project to complete the application as a preparer. The City will be responsible for reviewing, certifying, and submitting the 1200-C application prepared by the Consultant on the Your DEQ Online platform.

Consultant shall assemble permit application materials including the application forms, plans, drawings, memos, details, and specifications to support the permit application ("1200-C Permit Application Package"). Consultant shall provide the draft 1200-C Permit Application Package to the City for review. The City will provide 1 set of comments to Consultant. Consultant shall prepare the final 1200-C Permit Application Package incorporating and addressing comments, as appropriate.

City will be responsible for payment of any associated fees. City will acquire Planning Department Signature and City will be listed as the applicant on the 1200-C application.

***Deliverable(s)/Schedule:***

- Draft and Final 1200-C Permit Application Package
- One month following approval of the Advance plans

## **TASK 4 PUBLIC INVOLVEMENT**

### **Task 4.1 Public Involvement Support & Meetings**

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

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

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

***Deliverable(s)/Schedule:***

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

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

## **TASK 5 UTILITY & RAILROAD COORDINATION**

### **Task 5.1 Utility Location and Coordination**

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

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

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

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

**Assumption:**

- No reimbursable utility relocations

***Deliverable(s)/Schedule:***

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

**Task 5.2 Railroad Coordination and Correspondence**

Consultant shall coordinate with CORP to gain approval to upgrade the crossing to current standards and to accommodate bicycle and pedestrian facilities. Railroad track design is not a part of this task. Consultant shall coordinate and meet with CORP staff to gather feedback, incorporate modifications, and gain concurrence for the final at grade crossing design. The Consultant shall coordinate up to one (1) onsite meeting with CORP, ODOT Rail Crossing Safety section and the City with up to two (2) consultant staff members attending the meeting.

**Assumptions:**

- No more than 3 plan submittals to CORP will be necessary (Concept, 30%, 100% signed)

***Deliverable(s)/Schedule:***

- Up to 3 plan submittals to CORP for review and comment, per the project design schedule.
- Copies of meeting notes upon request

### **Task 5.3 ODOT Railroad Crossing Order Application**

There is one railroad crossing within the limits of this Project. The Consultant shall prepare the ODOT Railroad Highway Public Crossing Order application including the exhibits. The Consultant shall coordinate up to two (2) meetings between the City, ODOT Rail Crossing Safety Section staff, and railroad to negotiate the application requirements. Up to two (2) consultant staff members shall attend these meetings.

#### **Assumption:**

- All meetings will be virtual

#### ***Deliverable(s)/Schedule:***

- Draft Crossing Order Application per project design schedule
- Final Crossing order Application per project design schedule
- Meeting minutes upon request

### **Task 5.4 Construction and Maintenance Agreement Support**

Consultant shall assist the City with their role in the preparation of a construction and maintenance ("C&M") agreement between the City and CORP. Consultant shall provide copies of previously approved drawings, attend meetings, and assist CORP and City as needed to resolve comments and track action items. Consultant shall interface with City, CORP and right of way staff to document any new easements that may be needed. Consultant shall coordinate with CORP staff to obtain designs and cost estimates for work to be done by CORP, as well as schedule information on when work will need to be completed. Up to 2 Consultant staff shall attend up to 3 meetings with CORP and City, as needed.

#### **Assumption:**

- All meetings will be virtual

#### ***Deliverable(s)/Schedule:***

- Copies of meeting notes upon request

## **TASK 6 GEOTECHNICAL / PAVEMENT DESIGN SERVICES**

### **Task 6.1 Site Reconnaissance, Exploration and Testing Work Plan**

Consultant shall conduct a field reconnaissance visit for planning the necessary field investigation work and to assess the temporary traffic control needs for the field investigation. Consultant shall visually survey the pavement during the field reconnaissance visit to identify and document areas of distress indicative of structural or subgrade failure that may warrant special treatment or otherwise impact the

rehabilitation recommendations. Photographs of representative pavement condition will be taken at each location.

***Deliverable(s)/Schedule:***

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

**Task 6.2 Field Exploration and Laboratory Testing**

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

**Geotechnical and Pavement Borings:** We will conduct up to two (2) geotechnical borings to investigate subsurface conditions at the proposed location of the crosswalk beacons and up to nine (9) pavement borings to investigate subsurface conditions along the alignment, at the approaches to the bridges over Bear Creek and I-5, and at the approach to the railroad crossing. At each boring location conducted in paved areas, a core sample of the bound layers of the pavement will be retrieved using a diamond-bit core drill. The pavement layers and subgrade soil, where encountered, will be visually classified; the depth and thickness of pavement layers will be measured; and grab samples of subgrade soil, where encountered, will be retrieved for laboratory water content determination and visual reclassification. The core samples will be inspected for cracking, delamination, and indications of asphalt stripping damage.

We will characterize the soil and groundwater conditions at each of the borings in order to assist us in developing recommendations for earthwork and soil improvement or modification. Each of the geotechnical and pavement borings will be logged to a maximum depth of 5 feet below the surface. We have assumed that all borings will be drilled with a hollow stem or solid-stem auger drilling technique and that rock-coring will not be performed.

**Pavement Surface Cores:** Surface cores will be conducted at up to seven (7) locations to evaluate the depth and mode of cracking within the bound pavement layers (i.e., asphalt concrete and underlying cement treated base, if present). The pavement surface cores will be conducted to a maximum depth of 18-inches below the pavement surface.

**Laboratory Testing:** Consultant shall conduct water content tests and Atterberg limits tests or sieve analysis tests on soil samples obtained from the borings in order to classify the soils and approximate their engineering properties.

**Assumptions:**

- The boring explorations shall be conducted during Monday through Friday between the hours of 9 AM and 4 PM.

- Consultant shall provide traffic control for lane closures in accordance with the Oregon Temporary Traffic Control Handbook.
- Permits for field testing will not be required.
- Water content tests will be conducted on grab samples obtained at approximately 1-foot intervals. Up to three (3) Atterberg limits tests or sieve analysis tests will be performed.
- The depth of the exploration below the bound layers will be patched using excavated materials compacted by a vibratory hammer and the core hole through the bound layers will be patched using Instant Road Repair, a high-performance polymer modified asphaltic patching material, compacted by vibratory hammer. A Consultant representative will conduct and direct the pavement coring work.

**Task 6.3 Geotechnical Design Services**

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical recommendations for construction of the crosswalk beacons and soil improvement or modification in areas of reconstruction, as necessary.

**Task 6.4 Pavement Design Services**

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

**Assumptions:**

- The street segment in this SOW for pavement design along with the assumed design alternatives to be provided is shown in Table 6.4.1 below.

**Table 6.4.1 Project Segment and Assumed Pavement Design Alternatives to be Provided**

| <b>Project Street</b> | <b>From</b> | <b>To</b>   | <b>Approximate Centerline Length (feet)</b> | <b>Assumed Design Alternatives to be Provided</b>  |
|-----------------------|-------------|-------------|---|--|
| N Mountain Avenue     | I-5 Bridge  | Main Street | 6,300                                       | Asphalt Concrete Pavement Rehabilitation<br>or<br>Asphalt Concrete Pavement Reconstruction (if required) |

### **Task 6.4.1 Pavement Testing**

Consultant shall conduct falling weight deflectometer (FWD) testing between the limits shown in Table 6.4.1. The FWD testing shall be conducted at 100-foot intervals in each of the through travel lanes in both directions plus up to 11 tests at each bridge approach and at the railroad crossing (total of up to approximately 181 tests). The FWD shall meet the calibration requirements given in the ODOT Pavement Design Guide.

#### **Assumptions:**

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

### **Task 6.4.2 Pavement Analysis**

Consultant shall perform a review of the field data and engineering analysis to develop recommendations for rehabilitation and/or reconstruction, as appropriate. The pavement design analysis shall be conducted in accordance with the requirements of the ODOT Pavement Design Guide for the development of the pavement design(s) identified in Table 6.4.1.

#### **Assumptions:**

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

### **Task 6.5 Geotechnical and Pavement Design Report**

Consultant shall prepare a “Geotechnical and Pavement Design Report” summarizing the findings and recommendations. The report must summarize the field observations, subsurface conditions, laboratory test data, analysis results, construction issues and geotechnical recommendations for foundation design, soil improvement and



recommended pavement design alternatives including materials and specifications for construction.

***Deliverable(s)/Schedule:***

- A draft Geotechnical and Pavement Design Report will be submitted for review by the City.
- A final stamped Geotechnical and Pavement Design Report in PDF format will be provided that incorporates the review comments by the City.

**Task 6.6 Review Meetings**

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

**Assumptions:**

- The meetings will be held via teleconference.

**TASK 7 HYDROLOGIC, HYDRAULIC, AND STORMWATER ANALYSES**

The major objectives of this task are to inspect, review, analyze and propose stormwater treatment facilities. In addition, a no-rise analysis of the N. Mountain Avenue bridge is included as a contingency.

DOWL shall analyze existing storm systems on N. Mountain Avenue from I-5 to E. Main Street for the 25 year (24hr) storm event (per City Standards) and if needed provide recommended solutions.

**Task 7.1 Site Reconnaissance**

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

***Deliverable(s)/Schedule:***

Consultant shall include:

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

**Task 7.2 Stormwater Runoff Analysis**

Consultant shall calculate the volume of stormwater runoff from proposed semi-pervious and impervious surfaces within the Project limits and consider appropriate stormwater collection and, treatment methods per the City of Ashland Stormwater Design Standards and the Rogue Valley Stormwater Quality Design Manual. It is assumed that



stormwater treatment will be provided where practical and feasible and all collected flows will be directed to existing or future storm drain infrastructure adjacent to the Project area. It is assumed that four (4) stormwater treatment facilities will be designed. Analysis of downstream storm drain capacity is not included in this scope.

***Deliverable(s)/Schedule:***

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

**Task 7.3 Stormwater Management Plan**

Consultant shall summarize findings and recommendations in a Stormwater Management Plan. This plan must delineate the areas of runoff, characterize runoff conditions, discuss existing soil infiltration rates, and specify areas where treatment will be provided, and/or where stormwater improvements will direct runoff into the City's storm system. The stormwater management plan will include information as required by the City and as outlined in the DEQ Post-Construction Stormwater Management Plans Submission Guidelines. Maps must be included in the report that delineate the drainage patterns and treatment facilities.

***Deliverable(s)/Schedule:***

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

**Task 7.4 Operation and Maintenance Manuals**

Consultant shall prepare Operation and Maintenance Manuals for each stormwater facility included in the design. It is assumed that four (4) Operation and Maintenance Manuals will be prepared. Operation and Maintenance Manuals will be prepared in accordance with the requirements of the Rogue Valley Stormwater Quality Design Manual.

***Deliverable(s)/Schedule:***

- Draft Operation and Maintenance Manuals to accompany Advance Plans under Task 11.1.
- Final Operation and Maintenance Manuals to accompany Final Plans Package under Task 12.1.

**Task C7.5 Hydraulic Report and No-Rise Certification (CONTINGENCY TASK)**

DOWL shall prepare a site-specific hydraulic model for the construction within the floodway. The site-specific hydraulic model must contain up to four (4) conveyance scenarios: (1) the duplicate effective Flood Insurance Study, (2) the corrected effective/existing condition scenario, (3) the proposed condition scenario and if required

(4) the mitigation scenario. Consultant's model analyses must determine water surface profiles, velocities, channel characteristics, and changes in backwater elevations.

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

Consultant shall summarize findings and recommendations from task 7.5 in a Hydraulic Report in accordance with the current *ODOT Hydraulics Manual*. Consultant's Hydraulic Report must include the following: site hydrology, flood history (if known), flood flows, velocities and water surface elevations, and summary output from the HEC-RAS hydraulic analysis. The report must include a certificate stamped by the engineer stating that Project improvements will result in a no-rise condition to the 100-year base flood elevation in Bear Creek.

Consultant shall respond to review comments and submit a revised or amended Hydraulic Report as required.

Consultant shall prepare a Hydraulic Mitigation Detail sheet to detail proposed hydraulic mitigation measures required at the site.

***Deliverable(s)/Schedule:***

Consultant shall include results of hydraulic analysis in deliverables for Task 7.5 – Hydraulic Report

- Consultant shall prepare and submit a Draft Hydraulics Report and No-Rise Certificate to the City with the Preliminary Plans submittal for Task 10.1.
- Consultant shall prepare and submit a Final Hydraulics Report and No-Rise Certificate to the City with the Advance Plans submittal for Task 11.1.
- Consultant shall prepare and submit a Hydraulic Mitigation Detail sheet with the Advance Plans submittal for Task 11.1.
- Consultant shall prepare and submit a Hydraulic Mitigation Detail sheet with the Final Plans submittal for Task 12.1.

## **TASK 8 – TRAFFIC ENGINEERING AND MANAGEMENT**

### **8.1 Lighting Analysis**

Consultant shall complete a lighting analysis using AGI32 Lighting Analysis software to determine luminaire pole locations, luminaire type, wattages and mounting heights needed to meet standard light levels. The focus of the analysis will be to evaluate light levels at intersections and major crossing locations along N Mountain Ave, which includes the intersection at Nepenthe Rd and up to three (3) crossings. Achieved light levels will meet the minimum recommended light levels published in the Roadway Lighting IESNA RP-08 guidelines. This task does not include an evaluation of illumination alternatives or an analysis of light levels at intersections with any existing lighting.

The results of the lighting analysis will be summarized in email format only, no technical memorandum is included in this task.

***Deliverable(s)/Schedule:***

Consultant shall provide:

- One (1) field visit to verify existing luminaire information

**8.2 Pedestrian Crossing Treatment Evaluation**

Consultant shall evaluate and make recommendations for pedestrian crossing treatments at up to two (2) locations on N Mountain Ave within the Project limits. Locations will be coordinated with the City prior to evaluation. Consultant shall evaluate potential enhancements based on information gathered in the field, City of Ashland standards, and NCHRP Report 562.

Consultant shall make one site visit during the AM and PM peak hours to observe operations at the crossing locations. Future traffic data will be developed from travel demand forecasts provided by the Rogue Valley Council of Governments or the current version of the City's Transportation System Plan.

Consultant shall collect the following traffic data for use in the analysis:

- Four (4) bi-directional 24-hour traffic volume and truck classification count along N Mountain Ave within the project limits. Consultant shall utilize a qualified traffic counting service in order to obtain 24-hour classified traffic counts that include truck traffic to be classified by the FHWA axle category.
- Travel demand forecasts from RVCOG to develop future traffic volumes and determine growth rate for use with the pavement design.

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

Any recommendations from the evaluation will be incorporated into the design (Tasks 8.3, 8.4, and C8.5).

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

***Deliverable(s)/Schedule:***

Consultant shall provide:

- Draft and Final Pedestrian Crossing Treatment Recommendation Memorandum
- One site visit during AM and PM peak hours
- Attendance via conference call at one comment review meeting

**8.3 Signing and Striping Design**

Consultant shall prepare final plans, specifications, and construction cost estimates for the roadway permanent signing and pavement markings associated with the proposed improvements. The design must be completed in accordance with applicable MUTCD

and City standards. Consultant shall incorporate applicable ODOT Standard Drawings into the drawing set as detail sheets stamped by the Consultant.

The following plan sheets are assumed as part of this task:

- Pavement Marking Legend – 1 sheet (NTS)
- Combined Roadway Permanent Signing and Pavement Marking Plans – 6 sheets (1" = 40')
- Permanent Signing Details – 2 sheets (NTS)

***Deliverable(s)/Schedule:***

Consultant shall provide:

- Preliminary Permanent Signing and Pavement Marking plans and cost estimates included in the Preliminary Plans submittal for Task 10.1
- Advance Permanent Signing and Pavement Marking plans, specifications, and estimate included in Advance PS&E submittal for Task 11.1
- Final Permanent Signing and Pavement Marking plans, specifications, and estimate with included in Final PS&E submittal for Task 12.1
- One (1) site visit combined with site visit in Task 8.1
- Attendance via conference call at two comment review meetings

**8.4 RRFB Design**

Consultant shall prepare plans, specifications, and construction cost estimates for the design of the Rectangular Rapid Flashing Beacons (RRFB) within the project limits. The design must be completed in accordance with applicable MUTCD and ODOT standards. All traffic control devices installed in the state of Oregon are required to conform to the MUTCD and the Oregon Supplements as to the MUTCD as established by ORS 810.200 and OAR 734-020-0005.

The following locations are assumed to be included as part of this task:

- Pedestrian crossings (a max of 3) along N Mountain Ave per task 8.3 recommendations:
  - Plan Sheets
    - RRFB Legend – 1 Sheet (NTS)
    - RRFB Plans– 2 Sheets (1" – 10')
    - RRFB Relocation Plan – 1 Sheet (1" – 10')
    - RRFB Detail – 1 Sheet (NTS)

No traffic signal modifications are included as part of this task.

***Deliverable(s)/Schedule:***

Consultant shall provide:

- Preliminary RRFB plans and costs included in the Preliminary Plans submittal for Task 10.1
- Advance RRFB plans, specifications, and estimate included in Advance PS&E submittal for Task 11.1

- Final RRFB plans, details, specifications, and estimate with included in Final PS&E submittal for Task 12.1
- One site visit combined with Task 8.2
- Attendance via conference call at two comment review meetings

### **C8.5 Illumination Design (Contingency Task)**

Consultant shall prepare plans, specifications, and construction cost estimates for the intersection and crosswalk lighting as identified in Task 8.1. Preferred luminaire model, mounting height, and arm length will be coordinated with the City. The design must be completed in accordance with electrical and City standards. Consultant shall incorporate applicable City Standard Drawings into the drawing set as detail sheets stamped by the Consultant.

Consultant shall provide a layout of continuous roadway lighting along N Mountain Ave from Fair Oaks Ave to E Hersey St, for future lighting improvements. Plans will not include electrical conduit, junction boxes, or wiring.

The following plan sheets are assumed as part of this task:

- Illumination Legend – 1 sheet (NTS)
- Illumination Design at Intersections and Pedestrian Crossings – 4 sheets (1" = 20')
- Illumination Details – 2 sheets (NTS)

#### ***Deliverable(s)/Schedule:***

Consultant shall provide:

- Preliminary Illumination plans and costs included in the Preliminary Plans submittal for Task 10.1
- Advance Illumination plans, specifications, and estimate included in Advance PS&E submittal for Task 11.1
- Final Illumination plans, details, specifications, and estimate with included in Final PS&E submittal for Task 12.1
- One site visit combined with Task 8.2
- Attendance via conference call at two comment review meetings

## **TASK 9 RIGHT OF WAY ("ROW") ACQUISITION**

### **Task 9.1 Preliminary Activities / ROE**

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

### **Task C9.2 Cost Estimate (CONTINGENCY TASK)**

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

### **Task 9.3 Twenty-Three (23) Minimum Payment Offers**

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

Consultant shall attend up to five (5) project meetings virtually, and Consultant shall provide weekly progress reports.

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

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

**Task C9.4 Seven (7) Minimum Payment Offers (CONTINGENCY TASK)**

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

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

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

**Assumptions:**

- The Minimum Payment Offer will be \$500 and will not require valuation services.
- There is no Relocation on this project. If Relocation services are needed the scope and budget will be adjusted accordingly.
- There are no Rights of Entry (ROE) needed on this project. If ROE services are needed the scope and budget will be adjusted accordingly.
- A cost estimate is not needed on this project. If cost estimating services are needed the scope and budget will be adjusted accordingly.
- Appraisal services are not needed for this project. If appraisal services are needed the scope and budget will be adjusted accordingly.
- If a property owner does not accept the minimum payment offer and appraisal and acquisition services are needed, the scope and budget will be adjusted accordingly.
- DOWL to provide title reports and/or tris.



- Escrow services and title insurance will be paid for by the City of Ashland.
- The City will make payment to property owners and record documents if needed.
- DOWL will complete the legal descriptions.
- Rates subject to annual escalation.

### **Task C9.5 Appraisal and Appraisal Review (CONTINGENCY TASK)**

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

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

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

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

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

### **Task C9.6 Acquisition Services (CONTINGENCY TASK)**

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

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

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

Consultants shall prepare and present to City the draft Offer Packets. All offers will be made on City letterhead, will include City contact information, and will be signed by City.



These Offer Packets shall include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, conveyance documents and exhibits (to be approved by the City's legal department), copy of appraisal, map of acquisition, instruments of conveyance and W-9 form (if money is exchanged).

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

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

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

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

### **Task C9.7 Condemnation Process Assistance (CONTINGENCY TASK)**

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

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

**Note:** City will initiate Condemnation proceedings.

**Assumptions:**

- The Minimum Payment Offer will be used for temporary construction easements associated with the reconstruction of ADA ramps only.
- The Minimum Payment Offer will be \$500 and will not require valuation services.
- There is no Relocation on this project. If Relocation services are needed the scope and budget will be adjusted accordingly.
- There are up to 10 potential Minimum Payment Offer files and 5 potential permanent easement files that have been identified.
- DOWL to provide title reports.
- Escrow services and title insurance are necessary for Permanent acquisitions only. DOWL Minimum Payment Offer files will require a Trio or information from the Assessor's website only.
- Temporary Construction Easements will not be recorded.
- The City will make payment to property owners and record documents if needed.
- DOWL will complete the legal descriptions.
- Rates subject to annual escalation.

**Task 10      PREPARE PRELIMINARY DESIGN PACKAGE**

**Task 10.1    Prepare Preliminary Plans**

Preliminary design of the project shall include location/layout of new curbs, sidewalks including ADA ramps, driveways as necessary, paving limits, bridge rail replacement, and storm drain modifications. The bridge rail will be designed to meet NCHRP 350 standards. The design shall also indicate the location for additional signing and striping necessary to meet current standards for each intersection (see task 8.2 for more details).

Consultant shall produce preliminary plan sheets displaying the design to approximately a 30% level of completeness. Up to 30 plan sheets and 21 ADA ramp detail sheets will be produced in 11" x 17" format with a 40 scale and submitted electronically (pdf) for review to the City. Construction details, staging plans, and erosion & sediment control plans will not be submitted with the preliminary design package. The design package will be reviewed by the City, and the City will provide written review comments, as necessary.

***Deliverable(s)/Schedule:***

- DOWL shall provide the City a PDF of the items above for review and comment.

**Task 10.2 Prepare Preliminary Quantities/Cost Estimate**

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

**Task 10.3 Preliminary Independent Design Check/Review**

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

**TASK 11 PREPARE ADVANCED PLANS, SPECS & COST ESTIMATE**

**Task 11.1 Prepare Advanced Plans**

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

|  |                      |
|--|----------------------|
| Title Sheet                                | 1 sheet              |
| Index Sheet                                | 1 sheet              |
| Typical Sections                           | 4 sheets             |
| Construction Details                       | 4 sheets             |
| ADA Ramp Details                           | 21 sheets            |
| Traffic Control Plans/Details              | 10 sheets            |
| Pipe Data Sheet                            | 1 sheet              |
| General Construction & Utility Plan        | 14 sheets            |
| Drainage Detail Plans                      | 8 sheets             |
| Bridge Plans/Details                       | 4 sheets             |
| Permanent Signing & Pavement Marking Plans | 9 sheets (Task 8.3)  |
| RRFB Plans/Details                         | 5 sheets (Task 8.4)  |
| Illumination Plans/ Details                | 7 sheets (Task C8.5) |
| Erosion Control Plan/Details               | 10 sheets            |
| Total                                      | 99 sheets            |

***Deliverable(s)/Schedule:***

- DOWL shall provide the City with a PDF of the above items for review and comment per the project schedule. DOWL shall provide responses to the City's preliminary comment log.

### **Task 11.2 Prepare Advanced Quantities/Cost Estimate**

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

### **Task 11.3 Prepare Advanced Specifications**

DOWL shall prepare bid book including draft specifications and special provisions for the purposes of bidding. Specifications shall conform to the 2021 Oregon Standard Specifications for Construction.

### **Task 11.4 Advanced Independent Design Check/Review**

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

## **TASK 12 PREPARE FINAL PLANS, SPECS & COST ESTIMATE**

### **Task 12.1 Prepare Final Plans**

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

### **Task 12.2 Prepare Final Quantities/Cost Estimate**

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

### **Task 12.3 Prepare Final Specifications**

DOWL shall prepare bid book including final specifications and special provisions for the purposes of bidding. Specifications shall conform to the 2021 Oregon Standard Specifications for Construction and the ODOT and City Standards.

### **Task 12.4 Final Independent Design Check/Review**

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

## **TASK 13 BIDDING ASSISTANCE**

### **Task 13.1 Pre-bid Meeting**

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

### **Task 13.2 Bidder Questions and Addendums**

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

### **Task 13.3 Bid Evaluation**

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

### **Estimated Fee**

DOWL proposes to perform this scope of services on a time-and-materials basis for a cost not to exceed \$836,799.07, and contingency tasks if released by the City, in the amount of \$108,694.74 as shown in the attached spreadsheet of estimated labor costs and expenses. These costs are in accordance with and based upon DOWL's 2021 Standard Billing Rates, also attached.

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

Sincerely,

Jaime Jordan, PE  
Project Manager