



AGENDA

ASTORIA DEVELOPMENT COMMISSION

September 4, 2018
Immediately Follows Council Meeting

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

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

- a) Astoria Development Commission Meeting Minutes for August 6, 2018

6) REGULAR AGENDA ITEMS

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

- a) Authorization to Award Construction Contract – Bond Street Retaining Wall Project

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

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

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MEMORANDUM • CITY MANAGER

DATE: AUGUST 28, 2018
TO: PRESIDENT AND COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF
SEPTEMBER 4, 2018

CONSENT ITEMS

Item 5(a): Astoria Development Commission Meeting Minutes for August 6, 2018.

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

REGULAR AGENDA ITEMS

Item 6(a): Authorization to Award Construction Contract – Bond Street Retaining Wall Project

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The goal of the Bond Street Retaining Wall Project is to open the street to two-way traffic.

On August 6, 2018, the Astoria Development Commission authorized staff to solicit bids for the project. One bid was received for the project from Big River Construction in the amount of \$584,496. This is the lowest responsible bid.

The Engineer's estimate for this project is \$465,000, including contingency. The bid received exceeded this estimate by almost \$120,000. The higher cost appears to be related to the risk associated with work in a slide area, the retaining wall construction limitations, and a lack of Contractor availability in the required timeframe.

Due to schedule constraints associated with dry weather construction, City Staff recommends awarding the project to Big River Construction. After award, City Staff will work with the project team and Contractor to determine if any cost saving opportunities exists. Funding for this project is available in the Astor West Urban Renewal District Fund.

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$584,496 for the Bond Street Retaining Wall Project.

ASTORIA DEVELOPMENT COMMISSION

City Council Chambers
August 6, 2018

ADC JOURNAL OF PROCEEDINGS

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 8:17 pm.

Commissioners Present: Price, Jones, Brownson, Nemlowill, Mayor LaMear.

Commissioners Excused: None

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Finance Director Brooks, Library Director Pearson, Fire Chief Gascoigne, Police Chief Spalding, Public Works Director Harrington, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COMMISSIONERS:

No reports.

CHANGES TO AGENDA:

No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 5(a) ADC Minutes of 6/4/2018
- 5(b) ADC Minutes of 6/18/18
- 5(c) Lease Agreement with Astoria Downtown Historic District Association for the 2018 Pacific Northwest Brew Cup Beer Festival

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

Sarah Lu Heath, Executive Director, Astoria Downtown Historic District Association (ADHDA), said the Brew Cup was scheduled for September 28 – 30, 2018 at the Barbey Center.

REGULAR AGENDA ITEMS:**Item 6(a): Bond Street Retaining Wall Authorization to Bid**

As a result of a landslide in 2007, Bond Street has been closed to two-way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. In August 2015 a geotechnical analysis was performed to study the feasibility of constructing retaining wall so that the roadway could be restored to two-way traffic. The results of the study concluded that a wall could be built under the right conditions.

A recently completed boundary expansion of the Astor West Urban Renewal District (AWURD) includes the project area.

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

Staff and the consultant have been monitoring the slide activity. The information available indicates that construction late this summer is feasible. Plans and specifications have been completed and Staff has prepared an updated construction cost estimate. The anticipated construction cost is \$465,000 and the funding is available from the Astor East Urban Renewal District fund.

We anticipate a notice-to-proceed for construction in early September. Completion of the retaining wall and associated utilities is targeted for early October, with roadway and sidewalk work being completed by mid-November.

It is recommended that the Astoria Development Commission authorize staff to solicit bids for the Bond Street Retaining Wall Project.

Commission Action: Motion by Commissioner Price, seconded by Commissioner Nemlowill, to authorize staff to solicit bids for the Bond Street Retaining Wall Project. Motion carried unanimously. Ayes: Commissioners Jones, Nemlowill, Brownson and Price, and Mayor LaMear. Nays: None.

NEW BUSINESS, MISCELLANEOUS, PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:20 pm.

ATTEST:

Secretary

APPROVED:

City Manager

DRAFT



CITY OF ASTORIA

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MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: AUGUST 23, 2018
TO: ASTORIA DEVELOPMENT COMMISSION
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT- BOND STREET RETAINING WALL PROJECT

DISCUSSION/ANALYSIS

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The goal of the Bond Street Retaining Wall Project is to open the street to two-way traffic. The project will include installation of a retaining wall, and improvements to utilities, curb, sidewalk, ADA ramps, pavement and striping.

On August 6, 2018, the Astoria Development Commission authorized staff to solicit bids for the project. One bid was received for the project from Big River Construction in the amount of \$584,496. This is the lowest responsible bid.

The Engineer's estimate for this project is \$465,000, including contingency. The bid received exceeded this estimate by almost \$120,000. The higher than anticipated cost appears to be primarily related to the risk associated with work in a slide area, the retaining wall construction limitations, and a lack of Contractor availability in the required timeframe.

Due to schedule constraints associated with dry weather construction, City Staff recommends awarding the project to Big River Construction. After award, City Staff will work closely with the project team and the Contractor to determine whether any cost saving opportunities exist. Funding for this project is available in the Astor West Urban Renewal District Fund. The City Attorney has reviewed the attached contract and has approved it as to form.

RECOMMENDATION

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$584,496 for the Bond Street Retaining Wall Project.

By: Jeff Harrington
Jeff Harrington, Public Works Director

Prepared by: Nathan Crater
Nathan Crater, City Engineer

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between Big River Construction, Inc., 1050 Olney Ave., Astoria, Oregon 97103, hereinafter called "CONTRACTOR" and the Astoria Development Commission, hereinafter called "COMMISSION." Acting on behalf of the Astor West Urban Renewal District, an Oregon urban renewal agency, hereinafter called "DISTRICT."

WITNESSETH:

That the said CONTRACTOR and the DISTRICT, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The CONTRACTOR agrees to perform the work of:

BOND STREET RETAINING WALL PROJECT

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The CONTRACTOR agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – 75 days from Notice to Proceed
- Final Completion – 90 days from Notice to Proceed

If said CONTRACTOR has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is \$584,496. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The CONTRACTOR and the COMMISSION agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

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

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

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

B. The undersigned **CONTRACTOR** hereby represents that no employee of the **DISTRICT** of Astoria, or any partnership or corporation in which a **DISTRICT** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **COMMISSION'S** prior written consent. Unless otherwise agreed by the **COMMISSION** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **COMMISSION** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR'S** rights or delegation of the **CONTRACTOR'S** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **DISTRICT** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **COMMISSION** otherwise agrees in writing.

B. **CONTRACTOR** may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If **CONTRACTOR** violates this prohibition, the **DISTRICT** will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - NONWAIVER

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

10.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

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

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the **DISTRICT** on account of any labor or material furnished.

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

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR'S** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY OCCUPATION TAX

Prior to starting work, **CONTRACTOR** shall pay the **CITY** occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the **CITY** occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

