## BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING RELEASE )	RESOLUTION NO. 98-2677
OF RFP #98R-47-REM FOR ENGINEERING )	•
SERVICES RELATED TO THE STABILIZATION )	Introduced by Mike Burton,
OF THE ST. JOHNS LANDFILL PERIMETER )	Executive Officer
DIKE	

WHEREAS, there is evidence that a section of the perimeter dike around St.

Johns Landfill consists of mixed solid waste and dirt; and

WHEREAS, there is evidence of erosion by surface water of the entire perimeter dike fronting Columbia Slough, and

WHEREAS, it is desirable to minimize risk to the environment by constructing improvements which inhibit the movement of contaminants from the buried solid waste toward surface water and stabilize the perimeter dike against erosion by surface water, and

WHEREAS, it is desirable to procure engineering services necessary to construct improvements to minimize risk to the environment, and

WHEREAS, these environmental improvements to St. Johns Landfill are identified in Metro's adopted Capital Improvement Plan, and

WHEREAS, this resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

1. That the Metro Council authorizes issuance of RFP #98R-47-REM attached hereto as Exhibit "A".

2. That the Metro Council, pursuant to Section 2.04.026(b) of the Metro Code, authorizes the Executive Officer to enter into a contract with the most qualified proposer in accordance with the requirements of the Metro Code.

ADOPTED by the Metro Council this day of Queus, 1998.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

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## Exhibit "A"

## REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES RELATED TO DIKE STABILIZATION AT ST. JOHNS LANDFILL

#### I. INTRODUCTION

The Regional Environmental Management Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for engineering services related to preventing erosion of a dike by surface water and preventing migration of contaminants to surface water. Proposals will be due no later than 4:00 p.m., Wednesday, August 26, 1998 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

## II. BACKGROUND/HISTORY OF PROJECT

The St. Johns Landfill is a closed and covered municipal solid waste landfill. It is located in North Portland and surrounded by the Smith and Bybee Lakes Natural Area, a sensitive wetland. It is bordered on three sides by approximately two miles of Columbia Slough and its North Slough and Blind Slough arms (Fig. 1,2). On the fourth side it is adjacent to Smith Lake.

The solid waste in St. Johns Landfill is enclosed within natural dikes that separate it from surrounding surface water. An engineered silt dike, constructed in 1980, separates the waste in a newer area from Smith Lake and part of the North Slough and Blind Slough arms of Columbia Slough.

Before being filled with solid waste, the older area of the landfill was a marshy lake. This lake was surrounded by a sandy silt dike of varying elevation (Fig. 3,4,5).

Now that a cover cap has been constructed to form a "roof" over the solid waste, Metro is focusing on the perimeter dike because it slows or prevents the movement of contaminants from the solid waste toward surface water. During high water events it also slows the migration of surface water into the solid waste, thus reducing leachate formation.

Metro has two distinct but related concerns about the perimeter dike. First, the protective perimeter dike is being eaten away by Columbia Slough. This is a natural process by which the toe of the slope is eroded or undercut by surface water. The soil above (sometimes held for a time by vegetation roots) eventually falls into the slough, creating a new toe and slope for the process to be repeated. This process is promoted by annual high water events, daily two-foot elevation fluctuation caused by tides, possibly by lateral flow, by wave action, and by burrowing animals. It is resisted but not stopped by vegetation roots which hold the soil. This erosion process is of greatest immediate concern along the solid waste contaminated section of dike discussed above.

Second, there is evidence that a mixed fill of solid waste and dirt was deposited on top of the ten-foot MSL elevation natural dike which fronts part of North Slough (see Fig. 6,7 and the Cornforth Consultants, Inc. report). During high surface water events, solid waste in this area appears to be separated from surface water by a thin layer of dirt.

In 1997, Metro repaired a 100-foot section of dike, part of which slumped into the water, and part of which formed a scarp that was close to failure. At the toe of other dike sections, Metro also constructed three experimental benches/terraces of sand lined with rock. Metro is studying whether these benches, after being vegetated with wetland trees and shrubs, will effectively buttress the slope above and combat the erosion process.

Construction in or affecting surface water will require permits from at least the City of Portland, the Oregon Division of State Lands, and the US Army Corps of Engineers. These agencies desire that construction materials and methods preserve the riparian habitat value in this sensitive natural area and have minimum impact on water quality or fish migration.

For example, according to the Oregon Division of State Lands, "Bio-engineered approaches such as slope pull-back, willow mats, rock barbs, revegetation with localized native plant species, log and boulder deflectors, and other techniques are preferred to riprap. Revetments and other structural techniques should be used in combination with bio-engineered approaches to erosion control."

The City of Portland Planning Bureau will consult the Natural Resources Management Plan for Smith and Bybee Lakes. According to this plan, construction must meet at least the following criteria. First, the activity must have no negative long-term impact on the resource values of the Management Area. Second, the activity must provide a buffer of equivalent quality, density and resource value. Third, the provided construction management plan must minimize impacts on the resource area and provide for complete restoration. Fourth, the activity must conform to the goals of the plan.

In interpreting these criteria, City staff have emphasized the use of native vegetation such as willow, cottonwood, etc. to restore, as much as feasible, a naturally appearing, riparian habitation the bank fronting the slough. Also, materials must be selected and placed to minimize disturbance and turbidity.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

Task 1 -- Site Inspection and Preliminary Report

- A. Contractor shall review data available from Metro and other sources relevant to the condition of the perimeter dikes at the St. Johns Landfill. A preliminary list of available documents is referenced in this RFP.
- B. The Contractor shall conduct a visual inspection of the perimeter dike on foot or by boat, as appropriate. This inspection shall be conducted during a period of low water, during

- September or October of 1998. Metro will provide a boat and operator. Areas of the perimeter dike that are experiencing erosion shall be identified and located on a map. These areas of erosion should be characterized in a way that allows prioritization of any recommended repair work.
- C. Areas of visual leachate seepage from the landfill perimeter shall be noted during the inspection and plotted on a map.
- D. A brief report shall be prepared on the inspection of the perimeter dike and review of available data. The report shall identify alternative approaches to erosion control, and site specific recommendations for the areas of bank erosion identified during the inspection. The report shall estimate the useful life of each alternative.
- E. The report shall also include conceptual level design of each alternative approach to isolate the solid waste located in the dike along North Slough.
- F. The report shall identify the permits and regulatory approvals required for the various design options.

## Task 2 -- Preliminary Design

- A. The Contractor shall prepare a preliminary design and cost estimate of the approved alternative for improvements to isolate the solid waste in the dike along the North Slough from the surface waters. The design shall include any erosion control measures needed. The preliminary design shall be sufficiently detailed to be utilized for regulatory reviews and to obtain permits.
- B. Surveying and geotechnical investigations required in support of the design effort shall be provided by the Contractor.
- C. Preliminary designs, construction priority schedule: , and cost estimates shall be prepared for erosion control or repair of the remainder of the dike along the Columbia Slough, North Slough, and Blind Slough. Metro anticipates that different methods of bank protection will be used at different locations. Preliminary designs will provide sufficient detail to obtain permits and regulatory approvals.
- D. Preliminary design drawings will be provided in both hard copy and in a digital format approved by Metro.

## Task 3 -- Final Design

- A. When requested by Metro, Contractor shall prepare construction drawings and specifications for the proposed improvements. The construction may be phased, resulting in multiple construction contracts.
- B. The drawings and specifications will be provided to Metro in both hard copy and in a digital format acceptable to Metro.

#### Task 4 -- Technical Assistance

- A. When requested, Contractor shall provide technical assistance to Metro in obtaining regulatory approvals for construction. This assistance could include preparation of drawings and exhibits to assist Metro staff in applying for permits to the actual preparation of permit applications.
- B. If requested, Contractor shall participate in meetings with regulatory agencies or make presentations at public hearings.
- C. Contractor shall attend any pre-bid conferences, and may be asked to assist in answering questions from bidders during the pre-bid period.
- D. Construction phase services shall be provided as requested by Metro.

#### Schedule

Metro intends to begin construction of these improvements in July 1999.

## IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

- 1. Design of improvements that protect steep banks from long term erosion by surface water bodies, but preserve riparian habitat as much as feasible.
- 2. Design of improvements such as cut-off walls, etc. at solid waste landfills or hazardous substance clean-up sites which minimize the quantity of contaminants migrating through soil.
- 3. Obtaining authorizations for construction from regulatory agencies including authorization from the US Army Corps of Engineers for in-water construction.

## V. PROJECT ADMINISTRATION

The proposal will be administered by Dennis O'Neil.

#### VI. PROPOSAL INSTRUCTIONS

## A. Submission of Proposals

Three copies of the proposal shall be furnished to Metro, addressed to:

Metro Regional Environmental Management Department 600 NE Grand Avenue Portland, OR 97232-2736

#### B. Deadline

Proposals will not be considered if received after 4:00 p.m., Wednesday, August 26, 1998.

## C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Dennis O'Neil at (503) 797-1650. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after Wednesday, August 19, 1998.

## D. <u>Information Release</u>

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

## E. <u>Minority and Women-Owned Business Program</u>

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

## VII. PROPOSAL CONTENTS

The proposal should contain not more than 5 pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the consultant to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. <u>Transmittal Letter</u>: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. <u>Approach/Project Work Plan</u>: Describe how the work will be completed within the given timeframe. Include a proposed work plan and schedule.
- C. <u>Staffing/Project Manager Designation</u>: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

- Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any subconsultant work and shall be responsible for the day-today direction and internal management of the consultant effort.
- D. <u>Experience</u>: Indicate how your firm meets the experience requirements listed in Section IV. of this RFP. List projects conducted over the past five years which involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

## VIII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. <u>Limitation and Award</u>: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. <u>Billing Procedures</u>: Metro intends to negotiate a lump sum fee with the successful proposer for the work described above as Tasks 1-3, and on a reimbursable basis for Task 4. (Monthly payments will be made based upon the percent of work completed for Tasks 1-4.) A monthly billing, accompanied by a progress report, shall be submitted for review and approval prior to payment. Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement for services can occur.
- C. <u>Validity Period and Authority</u>: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. <u>Conflict of Interest</u>. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## IX. EVALUATION OF PROPOSALS

- A. <u>Evaluation Procedure</u>: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.
- B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

## 60 points Project Work Plan/Approach

- 1. Demonstration of understanding of the project objectives and Scope of Work.
- 2. Design schedule or timeframe and allocation of team members (including any subconsultants) to complete the project in a timely and quality manner).
- 3. Responsiveness to the Scope of Work
- 4. Completeness of response
- 5. Clarity, conciseness, and understandability

## 40 points Project Staffing Experience

- 1. Qualifications of individual members of the project team
- 2. Demonstrated experience with the design and construction of improvements which protect steep banks from erosion by surface water bodies, but preserve riparian habitat
- 3. Demonstrated experience in the design of improvements such as cut-off walls, etc. that minimize contaminant migration through soil
- 4. Demonstrated success in obtaining authorization for construction form regulatory agencies, including the US Army Corps of Engineers

## X. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

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# APPENDIX

Sample Contract
Scope of Work (Exhibit A)
References
Figures 1-7

Project	
Contract No	

# PERSONAL SERVICES AGREEMENT

	of the Sta	AGREEMENT is between Metro, a metropolitan service district organized under the te of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, and referred to herein as "Contractor," located at	
follov		nange for the promises and other consideration set forth below, the parties agree as	
	remain ir	on. This personal services agreement shall be effective and effect until and including, unless extended as provided in this Agreement.	L
and mand p	bit A — naterials : rofession	of Work. Contractor shall provide all services and materials specified in the attache Scope of Work," which is incorporated into this Agreement by reference. All services hall be provided by Contractor in accordance with the Scope of Work, in a competer all manner. To the extent that the Scope of Work contains additional contract valves any provision in the body of this Agreement, the Scope of Work shall control	ces ent
excee	nt(s), ma	nt. Metro shall pay Contractor for services performed and materials delivered in the nner and at the time(s) specified in the Scope of Work for a maximum sum not to  AND/100THS DOLLAR	
(4		<del></del>	
4.	Insura	ice.	
	a. types o	Contractor shall purchase and maintain at the Contractor's expense, the following of insurance, covering the Contractor, its employees, and agents:	
		(1) Broad form comprehensive general liability insurance covering bodily injut and property damage, with automatic coverage for premises, operations, and produliability. The policy must be endorsed with contractual liability coverage; and	
		(2) Automobile bodily injury and property damage liability insurance.	
	b. writter	Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.	
	c. ADDI	Metro, its elected officials, departments, employees, and agents shall be named as ΓΙΟΝΑL INSUREDS. Notice of any material change or policy cancellation shall b	

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation

provided to Metro 30 days prior to the change or cancellation.

coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

- e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.
- f. Contractor shall provide Metro with a certificate of insurance complying with this article and naming Metro as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.
- 5. <u>Indemnification</u>. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.
- 6. <u>Maintenance of Records</u>. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.
- 7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.
- 8. <u>Project Information</u>. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.
- 9. <u>Independent Contractor Status</u>. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

- 10. <u>Right to Withhold Payments</u>. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
- 11. <u>State and Federal Law Constraints</u>. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
- 12. <u>Situs</u>. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.
- 13. <u>Assignment</u>. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.
- 14. <u>Termination</u>. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
- 15. <u>No Waiver of Claims</u>. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

this Agreement constitutes the entire Agreement between the parties, and may only be expressly

modified in writing(s), signed by both parties.			
		METRO	
Ву		By	
Title	30	Title	

Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s),

Date

16.

Date

Metro	Contract No	<b>)</b> .

#### Exhibit A

## Scope of Work

1.	Statem	ent o	f W	ork.
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Contractor shall perform that work and provide those services described in

- 2. Modification of (if applicable)
- 3. Payment, Billing and Term.

Contractor shall provide the above s	services for a maximum price not to exceed	
AND NO/100 DOLLARS (\$	00), based upon Contractor's quotation dated	-
(see attached).	- · ·	

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statement will include an itemized statement of unit prices for labor, materials and equipment, will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved statement.

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices that Contractor utilized as of the date of this Agreement, and which Contractor utilized to submit requests for payment pursuant to this Scope of Work. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

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#### REFERENCES

City of Portland Planning Bureau, Natural Resources Management Plan for Smith and Bybee Lake, 1990.

Cornforth Consultants, Inc., St. Johns Landfill Closure, Leachate Migration, Perimeter Dike, 1990.

Metro, Controlling Seepage from St. Johns Landfill to Surrounding Surface Water, 1995.

Parametrix, Inc., St. Johns Landfill Seep Survey, 1996

Cornforth Consultants, Inc., North Levee Test Pit Investigation, St. Johns Landfill, Portland, Oregon (letter report), 1997.

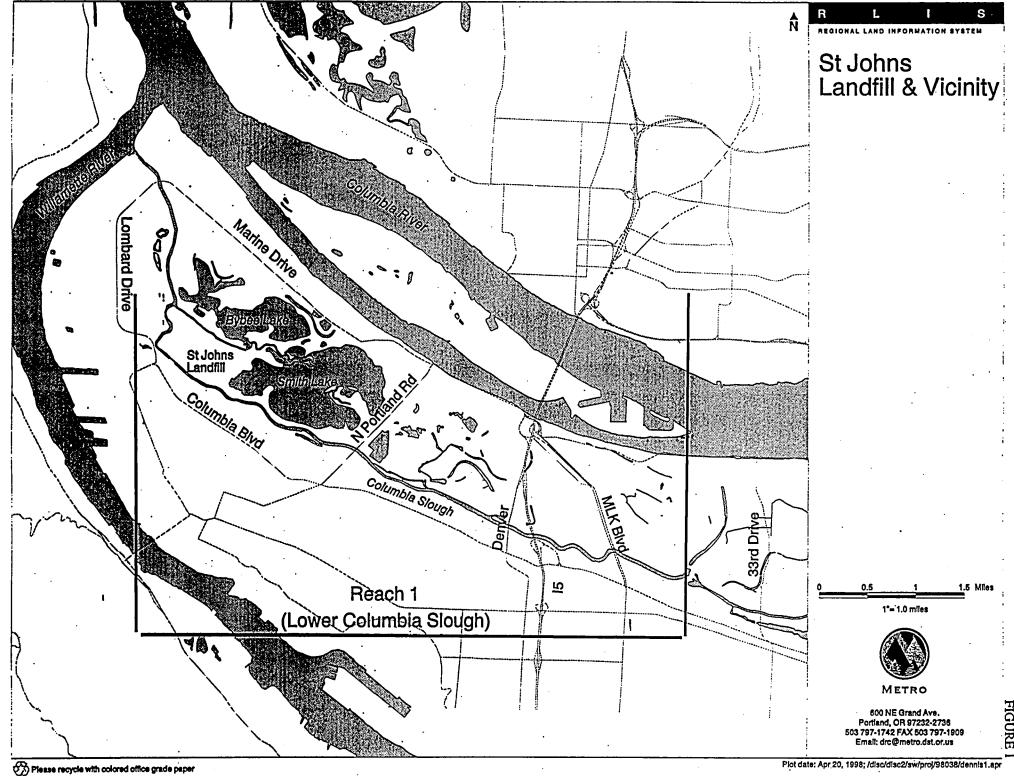
Metro, Joint Application to Division of State Lands and Army Corps of Engineers to construct vegetated sand Benches, 1997.

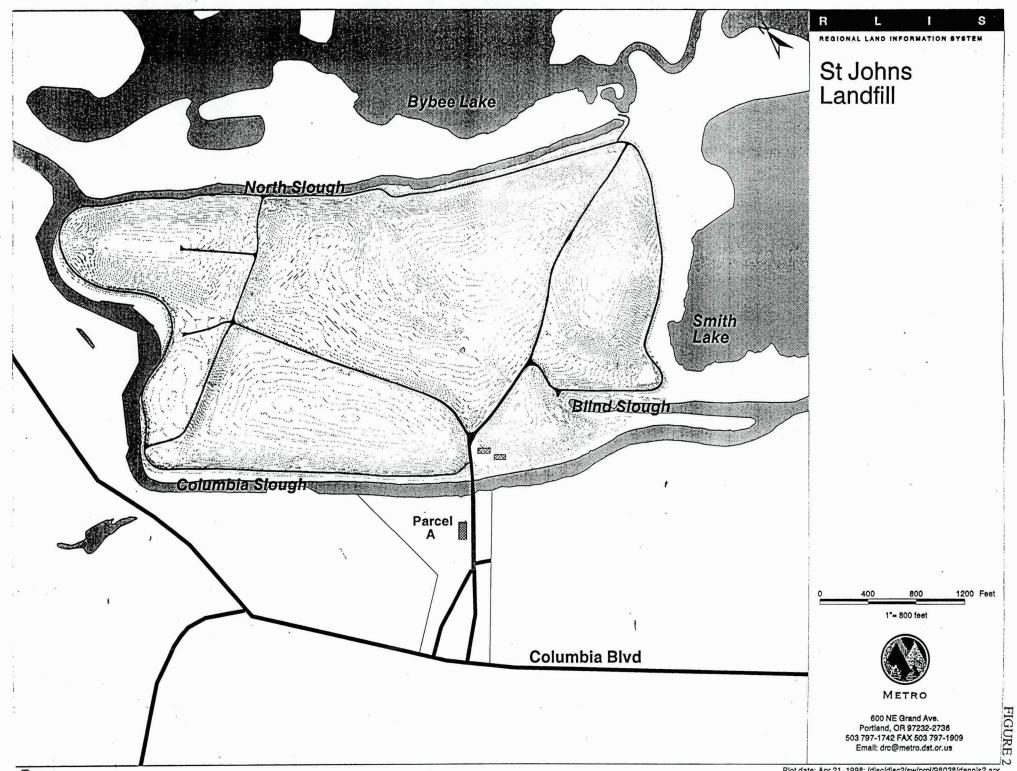
Metro, Joint Application to Division of State Lands and Army Corps of Engineers to reconstruct levee eroded by winter storms, 1997.

City of Portland Planning Bureau, Administrative Findings and Decision on Type II Environmental Review File No LUR 97-00843 EN, 1997.

Cornforth Consultants, Inc., Phase II Investigation of North Levee, St. Johns Landfill, Portland, Oregon, 1998.

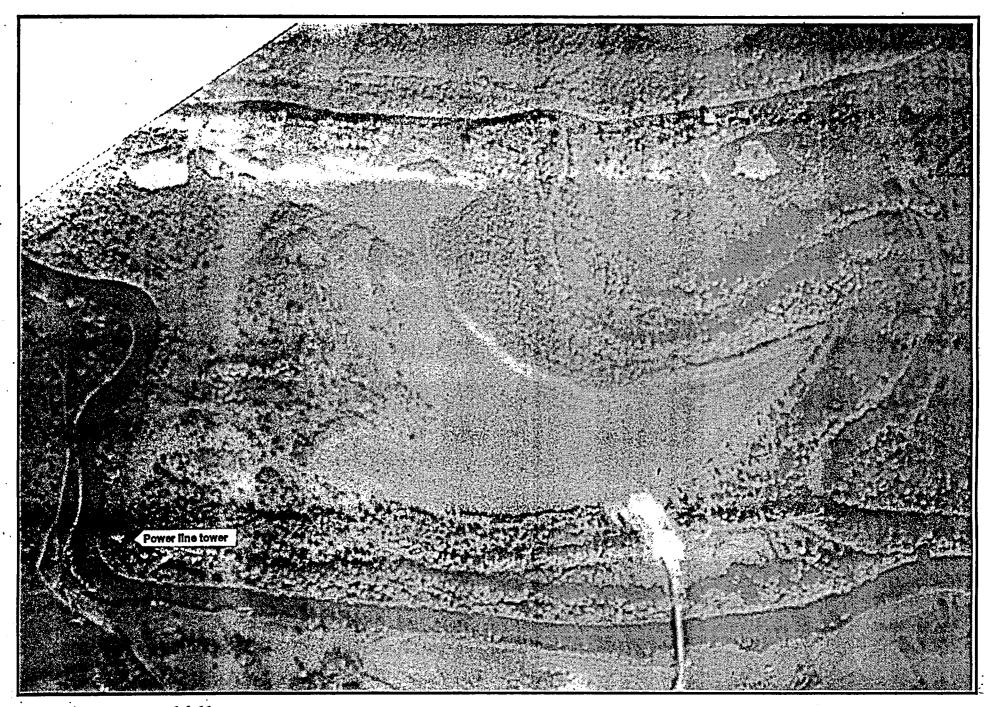
Archeological Investigations Northwest, Inc., Columbia Slough/St. Johns Landfill Cultural Resource Survey, 1998.



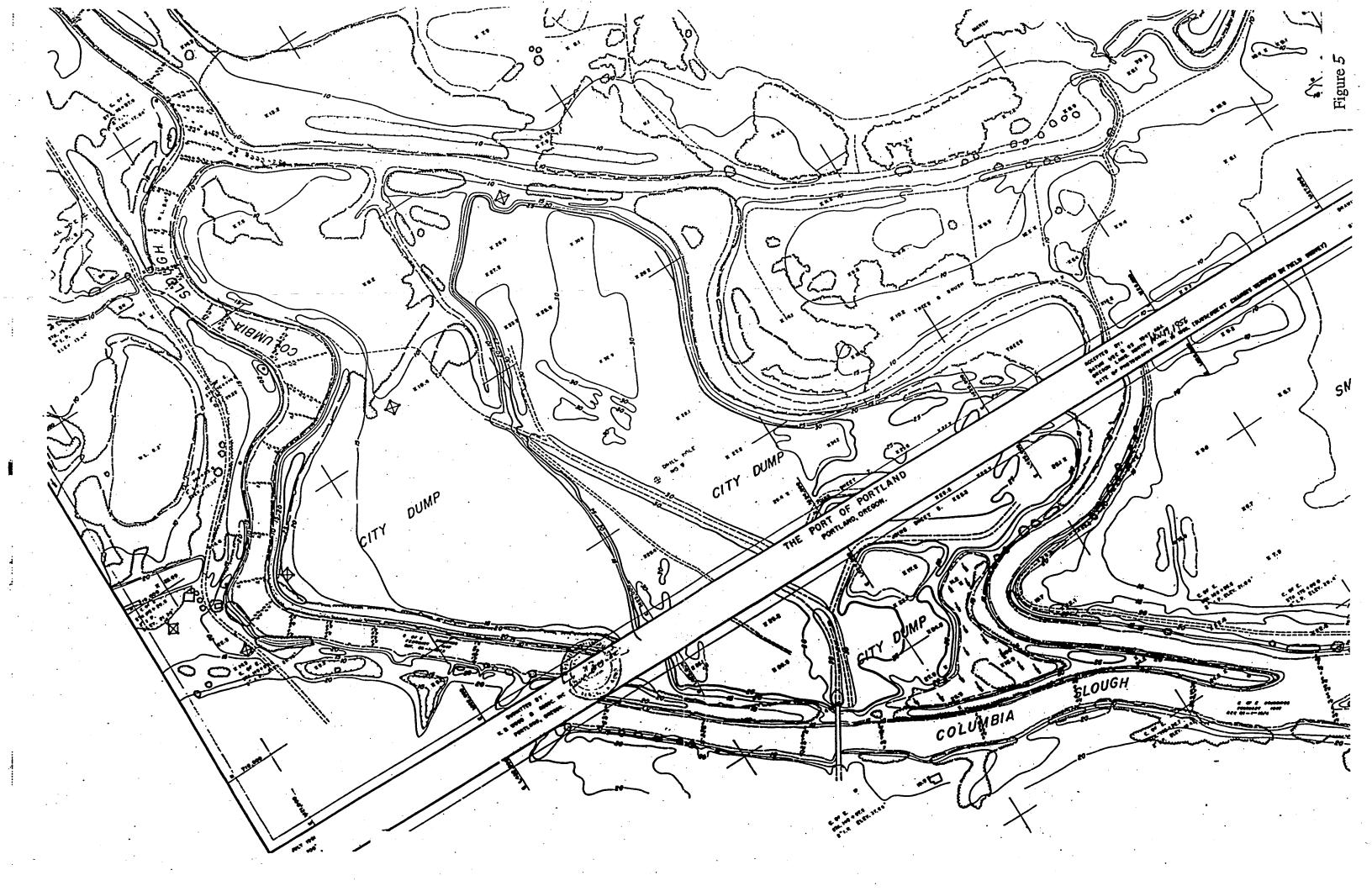


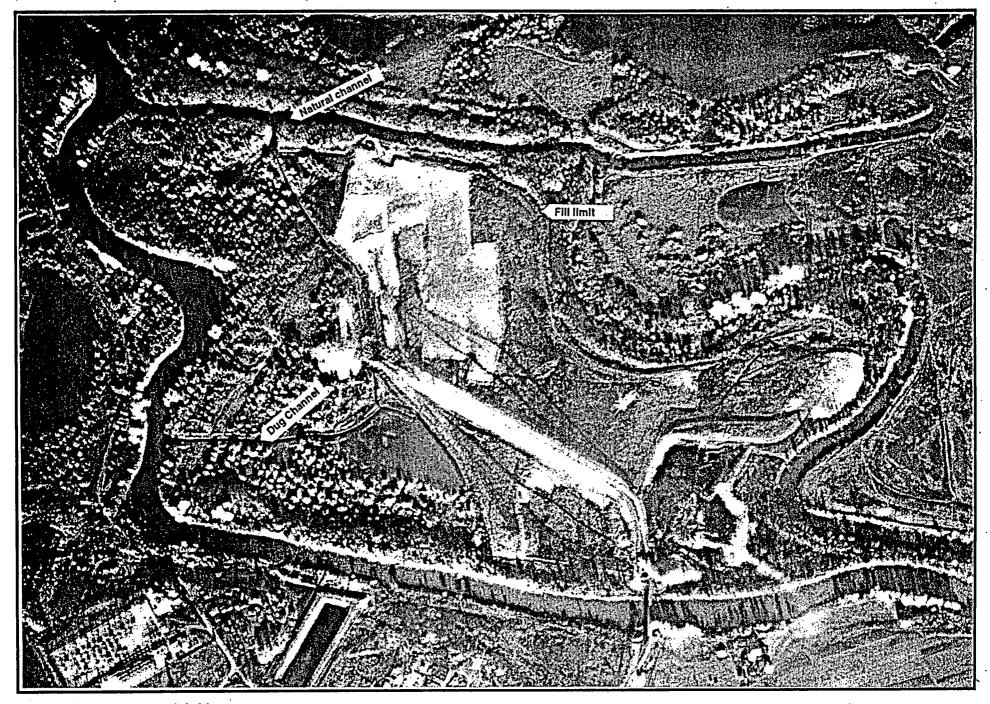


St Johns Landfill

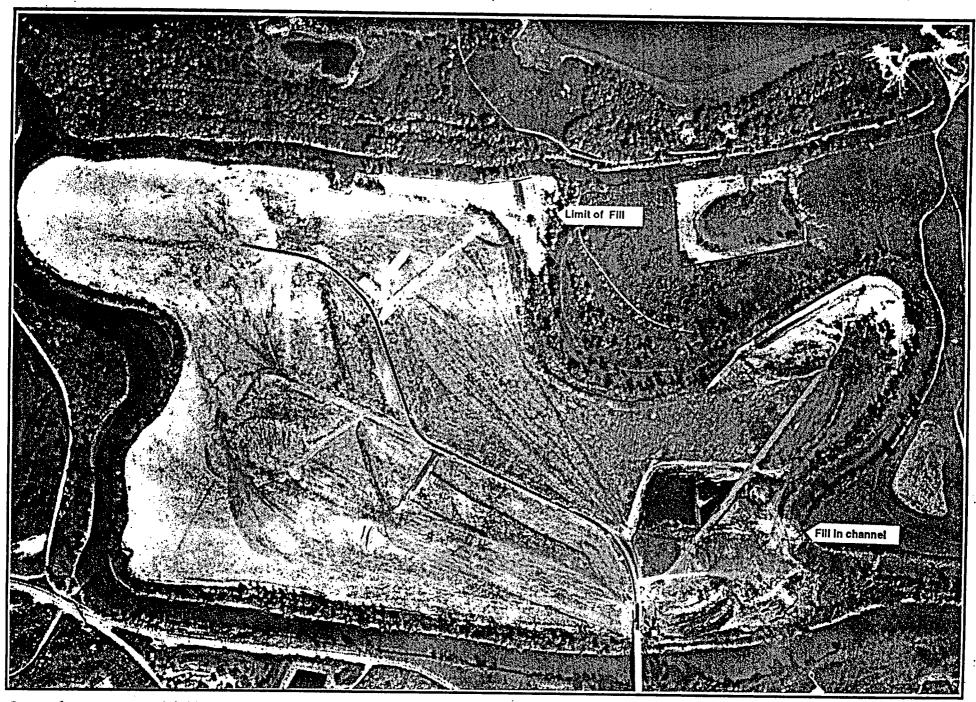


St Johns Landfill





St Johns Landfill



St Johns Landfill

# EXECUTIVE SUMMARY RESOLUTION 98-2677 ENGINEERING SERVICES RELATED TO DIKE STABILIZATION AT ST. JOHNS LANDFILL

#### PROPOSED ACTION

Passage of Resolution 98-2677 would authorize release of a request for proposals for engineering services related to perimeter dike stabilization at St. Johns Landfill. It would also authorize the Executive Officer to execute a contract with the most qualified proposer.

#### WHY NECESSARY

- A natural and manmade dike protects the surrounding surface water from the buried solid waste in St. Johns Landfill.
- One section of the dike is composed of solid waste mixed with dirt.
- The surrounding water is undercutting the perimeter dike and causing it to fall into Columbia Slough.
- This natural erosion process reduces the protective function of the entire dike.
- In time, the erosion process will cause a section of dike containing solid waste to fall into the slough.

#### **ISSUES/CONCERNS**

- To procure construction services beginning in 1999 it is important to select the design engineer during the summer of 1998.
- There is potential conflict between a goal of long lasting, cost-effective protective structures and a goal of preserving riparian habitat value in this sensitive wetland.

#### **BUDGET/FINANCIAL IMPACTS**

- Contracted engineering services for this dike stabilization project are not expected to exceed \$203,000.
- Environmental improvements such as dike stabilization are identified in Metro's adopted Capital Improvement Plan.

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## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 98-2677 FOR THE PURPOSE OF AUTHORIZING RELEASE OF RFP #98R-47-REM FOR ENGINEERING SERVICES RELATED TO STABILIZING THE ST JOHNS LANDFILL PERIMETER DIKE

Date: June 22, 1998 Presented by: Bruce Warner,

Dennis O'Neil

#### PROPOSED ACTION

Adopt Resolution No. 98-2677 which authorizes release of RFP #98R-47-REM and authorizes the Executive Officer to execute a contract for engineering services related to stabilizing the St. Johns Landfill Perimeter Dike.

## FACTUAL BACKGROUND AND ANALYSIS

The St. Johns Landfill is bordered on three sides by approximately two miles of the Columbia Slough and its North Slough and Blind Slough arms. The solid waste in St. Johns Landfill is enclosed within a dike, both natural and man made, which separates it from this surrounding surface water. The dike inhibits movement of contaminants from the solid waste toward surface water.

Metro has two distinct but related concerns about the perimeter dike. First, the entire perimeter dike fronting the slough is being eaten away by surrounding surface water. This is a natural process by which the toe of the slope is eaten away or undercut by surface water. In time, the unsupported slope falls into the Slough. This erosion process is of greatest immediate concern along the solid waste contaminated section of dike discussed above. Second, there is evidence that a section fronting North Slough consists of a mixture of dirt and solid waste deposited years ago on top of a low natural dike. During high water events, only a thin layer of dirt is between the solid waste and the slough.

To investigate and design structural improvements in the dike, it is desirable to retain the services of persons who have specialized expertise in designing structures that inhibit the migration of contaminants through soil, and which combat the surface water erosion process. These structures should preserve, as much as feasible, riparian habitat in the sensitive Smith & Bybee Lakes natural area.

The designers should have experience necessary to help Metro comply with the requirements of several local, state and federal regulatory agencies that may have jurisdiction over this project. The regulatory review process could be complicated by a potential conflict between a goal of long-lasting, cost-effective protective structures, and a goal of preserving riparian habitat in this sensitive wetland.

This RFP solicits proposals for engineering services which include investigation, preliminary design, final drawings and specifications for construction documents, and technical assistance during the regulatory approval process.

## **BUDGET IMPACT**

Contracted engineering services for this project are not anticipated to exceed \$203,000. Environmental improvements such as dike stabilization are identified in Metro's adopted Capital Improvement Plan.

# **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 98-2677.

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