

**CITY OF COOS BAY CITY COUNCIL**  
**Agenda Staff Report**

MEETING DATE	AGENDA ITEM NUMBER
December 1, 2015	

TO: Mayor Shoji and City Councilors

FROM: Jennifer Wirsing, Wastewater Project Engineer

THROUGH: Rodger Craddock, City Manager *pee*  
Jim Hossley, Public Works Director *of*

ISSUE: After the Fact Emergency Storm Culvert Repair of 6<sup>th</sup> Avenue Crossing

**BACKGROUND:**

There is an existing 18 inch by 48 inch wooden box culvert that is located under 6<sup>th</sup> Avenue between the Pepsi Cola Distributer and O'Neil's Overhead Doors and Continuous Gutters. The culvert crossing conveys storm water runoff, from the developed area east of 6<sup>th</sup> Avenue, in a westerly direction to Isthmus Slough. The City does not have as-built information for this culvert but, based on the type of culvert material, it is assumed to be a minimum of 75 years old.

On November 12, 2015 a sinkhole was observed by the City's wastewater collections crew along the eastern shoulder near the vicinity of the culvert crossing. After further investigation, it was determined that there was a void in the top of the wooden box culvert, thus causing the sinkhole at the surface. On November 13, 2015 City staff consulted with The Dyer Partnership and hired Knife River to perform an emergency repair. Material was removed from the eastern shoulder so that the top of the box (and the void) was exposed. A steel plate was installed on the existing sides of the box and over the void. The plate was covered and shoulder backfilled with gravel. This repair is being monitored daily and staff is coordinating with The Dyer Partnership and the resource agencies to determine an ultimate solution for this culvert crossing. The contract for designing the ultimate solution will come to Council for consideration in the future.

Based on Section 11 (titled Emergency Contracts) of the City's Purchasing Rules it states that the Director may declare an emergency with the price under \$50,000 and provide findings, which are described below, to make a prompt execution of the contract. For the city to expedite the repair, the city's contract rules Ordinance No. 365 does allow for a contracting method that is different than the normal approach. For projects under \$50,000, Section 11, (a) of the contracting rules applies and is provided below:

**Section 11. Emergency Contracts.**

(a) Emergency Contracts Under \$50,000. The Board may let public contracts without competitive procurement if an emergency exists. For the purposes of this rule, an emergency consists of circumstances creating an unforeseen and substantial risk of loss or damage to property, a significant interruption of governmental services or a threat to public health or safety which requires prompt execution of a contract to remedy the condition.

(1) The Director may declare an emergency, which shall authorize the City to enter into an emergency contract with a price under \$50,000. The Director must make written findings describing the emergency conditions necessitating prompt execution of the contract.

(2) Any contract awarded under this exemption shall be awarded within 60 days following declaration of the emergency unless an extension is granted by the Board.

In accordance with (a) (1) above, the findings describing the emergency conditions necessitating the prompt execution of the contract are as follows:

The main entrance to and from Eastside is 6<sup>th</sup> Avenue. If this culvert were to fail, truck traffic would be significantly impacted. Also if this culvert and the McCullough Bridge were closed at the same time, it would hinder access to and from Eastside significantly. Additionally the failure of this culvert could also cause flooding damage to the upstream properties.

The void in the box was causing damage at the surface that if it was not repaired could have the potential for failure of the crossing. As such immediate repair of the crossing was critical to prevent further damage. The City's regular/standard procurement method would have delayed the emergency repair and potentially caused more damage.

**ADVANTAGES:**

Repairing this culvert had the potential to prevent any further damage to the box culvert, existing road, the channel, and upstream properties. Repair of this culvert prevented detours for truck traffic to and from Eastside.

**DISADVANTAGES:**

This repair is just temporary in nature and it is not known how long this repair will last. Ultimately the wooden box culvert must be replaced.

**BUDGET IMPLICATIONS:**

Due to the emergency nature of the project, it was determined to contract with Knife River, on a time and material basis. The Dyer Partnership was on site at all times to observe and direct work. Due to the holiday (and elk hunting season), an invoice for this work has not been issued. However, based on discussion with the representatives from Knife River it is anticipated that costs will not exceed \$10,000. The source of funds for this contract is the Wastewater Expenditures Fund, Collection Systems/Sanitary Department, and Wastewater Emergency Repairs (29-810-530-3010).

**ACTION REQUESTED:**

If it pleases the Council, approve the award of the emergency repair (after the fact) for the storm culvert repair project along 6<sup>th</sup> Avenue to Knife River for an amount not to exceed \$10,000 pursuant to the Emergency Contract rules found in Section 11 of City of Coos Bay Ordinance No. 365