



RESOLUTION
(13 - 2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING A
PROFESSIONAL SERVICES CONTRACT, FOR ENGINEERING AND RELATED
PROFESSIONAL SERVICES FOR THE BRIDGE STREET AND CREEKSIDE TERRACE
SEWER REHABILITATION DESIGN PROJECT**

WHEREAS, in 2013 the City Council adopted the City's Sanitary Sewer Master Plan (SSMP); and

WHEREAS, Section 6 of the SSMP details the need for continuing rehabilitation of concrete sewers;
and

WHEREAS, Bridge Street was identified as in need of repair due to existing pipe condition; and

WHEREAS, Adjacent Creekside Terrace sewer was identified by City's Public Works Superintendent
and Engineering Associate as needing rehabilitation; and

WHEREAS, the City received proposals to perform engineering and related professional services in
response to the 2013 Request for Qualifications for Engineering Services; and

WHEREAS, the direct appointment procedure detailed in OAR 137, Division 48 was followed as
specified in the City's Contracting Rules; and

WHEREAS, All County Surveyors & Planners Inc. was selected based on expertise, project
understanding, responsiveness, previous work samples and other relevant factors; and

WHEREAS, All County Surveyors & Planners Inc. desires to enter into a contract with the City of
Fairview for professional engineering services for the design of the Bridge Street and Creekside Terrace
Sewer Rehabilitation Design Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS
FOLLOWS:**

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into a
Professional Services Contract with All County Surveyors & Planners Inc. for
professional engineering services for the design of the Village Loop water line
improvement for the City of Fairview for work described in the attached Exhibit "A."

Section 2 This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 18th day of March, 2015.

ATTEST


City Recorder, City of Fairview
Devree Leymaster



Mayor, City of Fairview
Ted Tosterud 3-19-2015



All County Surveyors & Planners, Inc.

PO Box 955

• Sandy, Oregon 97055

• Phone: 503-668-3151

• Fax: 503-668-4730

February 6, 2015

City of Fairview
Attn: Allan Berry, P.E.
1300 NE Village Street
Fairview, Oregon 97024

VIA email: armansp@ci.fairview.or.us

RE: Proposal for Professional Surveying and Engineering Services for the Proposed Bridge Street Sanitary Sewer Improvements in the City of Fairview, Multnomah County, Oregon

Dear Mr. Berry:

Included herein is our proposal to provide surveying and engineering services in support of the above-referenced project. All County Surveyors & Planners, Inc. trusts that this proposal will meet your needs on this project. This proposal shall constitute an agreement for these services when a signed copy is returned to our office (via fax is acceptable).

PROJECT APPROACH

Our staff will work with the City to design the proposed sanitary sewer improvements needed for this project. The first step will be to complete a detailed topographic survey of the site as discussed in Task 1 below. After the base map is completed we will design the new sewer improvements. It is our understanding that the City would like to replace the sewer mains and laterals in the project area using pipe bursting methods. It is our understanding that a portion of the sewer main is under an existing home. We will team up with a Geotechnical Engineer to provide the required report for the work under the existing home, to make sure the proposed construction will not damage the homes' foundation. We will design the proposed improvements associated with this project and prepare the contract documents. We will provide construction management as listed below.

DETAILED SCOPE OF WORK

TASK 1: Topographic Survey

As discussed above, our survey staff will to complete a detailed topographic survey of the site area. See the sketch map below. The survey will include approximately 2,800 feet of street frontage and easement surveys. Right-of-way and property lines will be shown based on Tax Map information, no boundary survey is proposed. This proposal assumes that the City will provide the legal descriptions for the existing sewer easements. The survey will include all of the property inside of the right-of-ways and easements as shown on the sketch map below and will include the following information:

1. Approximate existing right-of-way for both sides.
2. Existing utilities in the area (power, telephone, cable, utility poles, water, sanitary sewer, storm sewer, etc.)

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3. Establish horizontal and vertical survey control for the entire project.
4. Existing topographic information at 25 foot intervals, including but not be limited to top of curb, flow line of curb, sidewalk, quarter point of street, center of street, driveway and edge of asphalt/concrete/gravel locations and elevations. One foot contour elevations will be provided.
5. Existing trees, fence lines, and other features within the project area.
6. Any traffic control for the survey will be considered incidental.
7. Rim and invert elevations for sanitary sewer manholes.
8. Rim and invert elevations for storm manholes and catch basins.

This survey will be used as a base map for the engineering design listed below. We will also call for utility locates on the project and incorporate these into the base map. We propose to bill the fixed fee shown in Exhibit A.

Site Area Sketch Map



TASK 2: Engineering Design

After the survey is completed our engineering staff will begin the design. The design will include the existing sanitary sewer profiles with detailed grades and invert elevations. We will review as-built information and sewer videos to determine the location of all existing laterals. The design will include replacing the mains and laterals from the mainline up to the property line. We will also include a geotechnical report to aid in our design for the portion of sewer under the existing home.

In general, the final engineering plans will consist of the following information:

- Cover sheet and general project information
- Sanitary sewer plans and profiles
- Typical detail sheets
- Erosion control plans

We propose to bill the fixed fee shown in Exhibit A.

TASK 3: Contract Documents and Specifications

Our engineering staff will prepare contract documents and specifications for the project. Our contract documents contain Invitation to Bid, Instructions to Bidders, Time Schedule, Bid form, Agreement form, Prevailing Wage Rates (BOLI), General Conditions and Technical Specifications. Specifications will be provided to the City at 75% for review. We will provide the City with a Word document of the contract documents. We propose to bill the fixed fee shown in Exhibit A.

TASK 4: Bidding and Construction Process

Two advertisements will be placed for the project in the Daily Journal of Commerce for the project on the dates specified within the project schedule. Our staff will answer questions and coordinate any and all addendums needed during the bidding process. Our office will provide copies of plans and contract documents to the bidders at time of bidding. Our company will hold a pre bid conference at the City for all interested bidders. We will also attend the bid opening and read all bids out loud and identify the apparent low bidder. After the bid opening we will prepare a detailed spreadsheet comparing all of the bids and check for math errors. We will also prepare a letter to the City recommending award of the contract to the low bidder. It is our understanding that the City will provide construction inspection. Our engineer will be available for questions or inspections during construction. We propose to bill hourly with an estimated fee shown in Exhibit A.

TASK 5: Record Drawings

After construction our survey staff will measure the invert elevations of all of the new pipes. Our drafting staff will add the as-built elevations to the design plans along with any redline comments from the City inspector or contractor. Record drawings will be produced from this information. One copy of the record drawings will be submitted to the City along with an AutoCAD drawing. We propose to bill the fixed fee shown in Exhibit A.

TIME OF COMPLETION

Following "Notice to Proceed", our office can begin work. In general, we will complete the project according to the schedule shown below:

TASK	TIME SCHEDULE (approximate)
1. Topographic Survey	Three to four weeks after notice to proceed
2. Engineering Design	Four to five weeks after Task 1
3. Contract Documents and Specifications	Concurrent with Task 2.
4. Bidding and Construction Process	As needed min 48hr. notice
5. Record Drawings	Two to three weeks after construction

The above time schedule is based on our current work load and may be subject to change

ADDITIONAL WORK

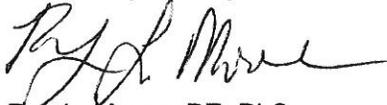
Any additional work not included in the scope of this proposal, which is added by the client or other approval agencies, will be charged at our standard hourly rates. No additional work will be initiated without the prior approval of the client. We do not bill extra for copies, travel, per diem, etc. All costs are included in our hourly billing rates. A list of our current hourly rates is as follows:

TITLE	COST PER HOUR
Principal	\$125.00
Project Surveyor or Project Engineer	\$100.00
Staff Engineer, Staff Surveyor or Project Inspector	\$85.00
AutoCAD Drafting	\$75.00
Administrative Services	\$55.00
Field Survey	\$155.00

Thank you for the opportunity to present you with this proposal for professional surveying and engineering services. We trust that this proposal meets your needs. Should you have any questions regarding this proposal, please contact our office.

Sincerely,

All County Surveyors & Planners, Inc.



Ray L. Moore, PE, PLS,
Engineering Division

EXHIBIT A

FEES

We propose to do the above-listed tasks as shown in the table below.

TASK	FEES
1. Topographic Survey	\$ 9,800.00 fixed
2. Engineering Design	\$ 10,800.00 fixed
2-A Geotechnical Report	\$ 2,500.00 fixed
3. Contract Documents and Specifications	\$ 3,500.00 fixed
4. Bidding and Construction Process	\$ 1,800.00 billed hourly
5. Record Drawings	\$ 500.00 fixed
TOTAL	\$ 28,900.00

The fees for the above items assume all work will be completed by our office. General engineering consulting services beyond the scope of this proposal will be billed at our hourly rate.

OTHER FEES

Fees required by regulatory and approval agencies are not included in the Surveying and Engineering fees above.

I have reviewed this proposal and the General Conditions and find them to be acceptable. I hereby grant All County Surveyors & Planners, Inc. permission to begin work immediately.

Signature of Owner or Representative

Date

Printed Name of Owner or Representative

GENERAL CONDITIONS (January 1, 2006)

ALL COUNTY SURVEYORS & PLANNERS, INC endeavors to meet the needs of the CLIENT and maintain long term relationships based on communication and trust. These General Conditions together with any Agreement and/or Proposal letter comprise a full and complete understanding between the parties and can not be changed without the written consent of all parties. ALL COUNTY SURVEYORS & PLANNERS, INC will perform its professional service in accordance with the degree of care and skill ordinarily performed by similar qualified professionals currently practicing the same type of work under similar conditions. Every effort shall be made to provide up-to-date and accurate information, however:

The CLIENT is responsible for providing a legal description of the property, its general location, and any knowledge they may have about the condition of the property that might affect the outcome of the service provided. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any damage that is not specifically identified to ALL COUNTY SURVEYORS & PLANNERS, INC.

The CLIENT must provide access to the Property. If the CLIENT does not own the Property the CLIENT shall obtain written permission from the owner, for right of entry for the purpose of and prior to our service.

Reports, field data, calculations, designs, maps and other documents (including all computer files) prepared by ALL COUNTY SURVEYORS & PLANNERS, INC as part of the scope of work for the project, shall remain the property of ALL COUNTY

SURVEYORS & PLANNERS, INC and will retain the records. Copies of the records for up to three years after the project is complete, may be purchased by the CLIENT for a reasonable fee (at the discretion of ALL COUNTY SURVEYORS & PLANNERS, INC) . Re-use of any report, field data, calculation, design, map and other document prepared by ALL COUNTY SURVEYORS & PLANNERS, INC outside of the scope of service for the project, shall be at the CLIENTS risk. The CLIENT agrees to defend and hold harmless ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees from any claim or damage arising out of such re-use.

Billings for service will be generally submitted monthly, or at project completion in a format provided by ALL COUNTY SURVEYORS & PLANNERS, INC. Payment is due upon receipt of the invoice. A service charge of one and one-half percent (1 ½%) per month will be added to accounts due over 30 days. Expenses incurred for property liens or collection services, including but not limited to attorney fees, legal cost, service charge, and charges for additional staff time of ALL COUNTY SURVEYORS & PLANNERS, INC shall be paid in addition to the delinquent amount.

ALL COUNTY SURVEYORS & PLANNERS, INC maintains Worker's Compensation, General Liability, Auto Liability, and Employers Liability Insurance as required by State Law. Non-professional Liability claims: In the performance of this Agreement and subject to the limits, terms, and conditions of the property damage and public liability coverage, ALL COUNTY SURVEYORS & PLANNERS, INC agrees to indemnify and hold CLIENT harmless from ALL COUNTY SURVEYORS & PLANNERS, INC proportional share of liability resulting from its negligence or breach of contract which results in damage to the CLIENT. ALL COUNTY SURVEYORS & PLANNERS, INC, its Owners and Employees shall not be responsible for any loss, damage, or liability beyond the amounts, limits, or coverage of its applicable insurance coverage on the date the claim is made. Professional Liability claims: The CLIENT agrees that the maximum aggregate amount of it recovery from ALL COUNTY SURVEYORS & PLANNERS, INC or its Owners and Employees, for professional negligence or breach of contract shall be limited to the amount of the fee for service for that task under this Agreement or, \$50,000 (fifty thousand dollars) whichever is the smaller amount, unless a higher limit is specifically negotiated, and the additional fee for insurance is paid in full.

The CLIENT understands that reports, field data, calculations, designs, maps and other documents supplied to the CLIENT for this and other applications is deemed reliable but does not guarantee an approval of the project by the governing jurisdiction. Many factors are used to determine if an application for land use is approved, and if approved, what conditions of approval may be required. For these reasons, and others, ALL COUNTY SURVEYORS & PLANNERS, INC, shall not be liable for consequential damages, including loss of profits, direct or indirect, from preparation of plans and/or service, whether a project is developed or not.

Any dispute or claim arising out of this Agreement shall be referred to mediation, prior to litigation. The parties must agree to the name of the mediator and if the parties fail to agree, then either party may petition the court to appoint a mediator. The laws of the State of Oregon shall govern the validity and execution of this Agreement and its provisions. In the event that a dispute should arise the prevailing party shall be entitled to attorney's fee, as allowed by law. ALL COUNTY SURVEYORS & PLANNERS, INC shall be entitled to its reasonable personnel costs, for the purpose of review, mediation, depositions, and bill collection, under any dispute of this Agreement.

The terms of this Agreement shall survive the completion of services and the termination of this Agreement for any cause. Any element of this Agreement later held to violate the law shall be deemed void, and the remaining Agreement shall remain valid. The CLIENT and ALL COUNTY SURVEYORS & PLANNERS, INC shall in good faith attempt to replace and invalid provision with one that is valid and which comes as close as possible to expressing the intent of the original provision.