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Bend, OR 97703  
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(541) 647-1445

May 17, 2024

**Project Number: 240524**

Blair Larsen  
Community & Economic Development Department  
3225 Main Street  
Sweet Home, OR 97386

**Subject: Proposal and Agreement for Civil Engineering Services**  
Sankey Park RFP  
877 14th Avenue  
Sweet Home, OR 97386

Blair:

At the request of Blair Larsen of City of Sweet Home, we are pleased to provide this proposal outlining civil engineering services and associated fees for the subject project, and are excited about the opportunity to be a part of the design team.

Please find enclosed in this proposal the following:

- Section 1: Project Understanding
- Section 2: Scope of Services
- Section 3: Project Fee Summary
- Section 4: Additional Services
- Section 5: Terms and Conditions
- Section 6: Agreement for Civil Engineering Services

If you have any questions regarding the scope, fees, or any other items included in this proposal, please do not hesitate to give me a call.

Respectfully,

A handwritten signature in black ink that reads 'Davis Keeney'. The signature is written in a cursive, flowing style.

Davis Keeney  
**Principal Engineer**  
Ashley & Vance Engineering, Inc.

**SECTION 1 — PROJECT UNDERSTANDING**

Provide civil engineering services for the proposed Sankey Park Phase III Park project located at 877 14th Avenue, Sweet Home, OR 97386. Scope of services include topographical survey, feasibility study, construction documents, offsite construction documents, construction administration, and as-built documents. The proposed site improvements include soft surface trail on the east side of the site, ADA compliant concrete paved pedestrian paths both onsite and offsite, ADA compliant viewing platforms with ADA compliant access to the platforms for the future proposed bandstand, and site lighting along the proposed concrete paved pedestrian paths. Site lighting civil scope includes conduit routing, sizing and trenching, and site light locations. Owner to provide lighting cut sheet for desired product. Final electrical plan to be design-build by the contractor during construction. The bandstand design is not included in this scope of work. Land use planning is not included in this scope of work. 1200-C permitting with the DEQ and CESCL inspection services are not included in this scope of work.

**SECTION 2 — SCOPE OF SERVICES**

The following assumptions clarify and identify the scope of services that Ashley & Vance Engineering, Inc (as the Consultant) will perform in conjunction with this project as described in Section 1.

**1. Project Management**

- Consult with you (as the Owner and Client), the Project Designer (as the Owner's authorized agent), other subconsultants, and the General Contractor.
- Research project feasibility and project constraints.
- Attend meetings.
- Provide application support for items in our scope of work and submittal preparation in all phases.

**2. Provide Feasibility Study (FS) Documents**

- Review topographic survey information, and request additional information if necessary
- Coordinate design and location of proposed site improvements with design team members
- Provide documentation with spot elevation grades for proposed site improvements including vertical control for hardscape surfaces, landscape areas, and preliminary earthwork quantities for planning purposes.

**3. Provide Construction Documents (CD) for Submittal to City**

Provide CD documents consisting of civil plans, details, and technical specifications for the project described in Section 1 on full size plan sheets. Documents shall include:

- Design and applicable detailing as required of final elevations of hardscapes and landscapes
- Design of storm drain facilities to discharge points for Best Management Practices (BMP)
- Technical specifications on Plans
- Erosion Control Plans for local agency review
- Details of final earthwork quantities for permitting purposes

**4. Provide Offsite Construction Documents (OFF) for Submittal to City**

Provide Offsite CD documents consisting of civil plans, details, and technical specifications for the project described in Section 1 on full size plan sheets. Documents shall include:

- Design and applicable detailing as required of final elevations of hardscapes and landscapes
- Design of storm drain facilities to discharge points for Best Management Practices (BMP)
- Technical specifications on Plans
- Details of final earthwork quantities for permitting purposes

**5. Satisfy Public Agency Corrections:** All Corrections shall be addressed in a timely manner.

**6. Construction Administration (CA)**

Provide assistance during the construction phase such as attending meetings and site visits or corresponding via telephone or email in response to Requests for Information (RFI's). One (1) site visit, Three (3) meetings, Ten (10) submittal reviews, and Ten (10) RFI responses are included. Additional time shall be billed according to Section 4.

All services performed outside of those listed above shall be considered Additional Services (refer to Section 4).

This proposal is based on plot, site, and floor Plans provided by the City of Sweet Home, dated/received 04/03/2024. Conditions of Approval/Notice of Additional Requirements have not been received for this project. A current Title Report of the property must be provided for review and all encumbrances identified. The limit of disturbance is anticipated to be one acre or more. Plans and permits will be processed with the City by Ashley and Vance Engineering.

**A topographic and boundary survey must be provided for this project by a licensed land surveyor.** All surveys shall include topography in AutoCAD file format with approved property lines and easements and legal descriptions, show invert elevations for storm drain and sewer service lines and mains, provide surface and aerial utility locations, show trees with diameters at 4.5 feet, and all drip lines. Topography shall extend 25' beyond property line. Survey datum shall be based on local jurisdiction datum (i.e. NAD 83 and NAVD 88.) Surveyor shall also provide a PDF of the signed survey.

**Items specifically excluded from our civil engineering services and proposals:**

- Hazardous waste remediation
- Land use planning
- Retaining wall design with surcharge or is over 3'-0" in height (if required, design shall be included in Structural Engineering scope)
- Swimming pool design
- Building fire protection (sprinkler) design
- Dry utility (electrical, communication, and gas) design, application support, and coordination
- Landscape planting and irrigation plan(s)
- Tree Protection Plans (TPPs) or tree reports or surveys
- Traffic Control Plans
- DEQ permitting and CESCL inspection services

**SECTION 3 — PROJECT FEE SUMMARY**

Feasibility Study	\$8,000	Hourly - Estimate
Construction Documents	\$20,000	Hourly - Estimate
Offsite Construction Documents	\$6,000	Hourly - Estimate
Construction Administration	\$4,500	Hourly - Estimate
As-Builts	\$500	Hourly - Estimate
Sub Cons - S&F	\$17,020	Fixed Fee
<b>Total Hourly Estimate:</b>	<b>\$39,000</b>	
<b>Total Fixed Fee:</b>	<b>\$17,020</b>	
<b>Total Fee:</b>	<b>\$56,020</b>	

Hourly phases will be billed monthly on an hourly basis as outlined in Section 4.

The hourly (Hourly - Estimate) amounts shown above are initial hourly estimates only. All work, including anything over the amounts shown above, will be billed on a time and material basis per the hourly rate schedule that is current at the time the work is performed. Description for time charged will be provided on our invoices.

The hourly (Hourly - Not to Exceed) amounts shown above are initial hourly estimates only that will be provided on a not-to-exceed without prior authorization basis. All work will be billed on a time and material basis per the hourly rate schedule that is current at the time the work is performed. Description for time charged will be provided on our invoices.

All invoices are due and payable upon receipt. We accept the following payment forms: cash, check, ACH, wire, debit and credit cards. Payments made with credit cards are subject to a 3% surcharge. A 1.5% monthly finance charge may be assessed for payments greater than 30 days past due. The Consultant may suspend services until account is brought current.

The client agrees to reimburse Consultant for all mileage (at the current IRS standard mileage rate), tolls, all plan production, packaging & shipping costs at a rate of 1.15 times direct cost, payable on a monthly basis as incurred.

**SECTION 4 — ADDITIONAL SERVICES**

Additional Services may include, but are not limited to:

**Duplication of Efforts**            Any revisions to our plans, details, or calculations due to project revisions including value engineering

<b>Additional Scope</b>	Work outside of the original Services such as revisions required by additional site plan or site improvement elements not in documents provided at the time of this agreement and tasks as specified in Section 3
<b>Unforeseen Conditions</b>	Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities
<b>Planning &amp; Permitting</b>	Application preparation for meetings with Public Agency to obtain planning approvals or expedite plan check responses
<b>Construction Support</b>	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax, or email above that described in Section 2.  Additional examples of assistance include, but are not limited to, evaluation of alternate product or systems, review of testing data, required submittals, shop drawings, contractor requests for substitution, as-built plans, etc.  Site visits will be billed as Additional Services including travel time to/from our nearest office with a 5 hours minimum. All such support shall be conducted under the review of the Owner/Owner's authorized agent.
<b>Civil Observations</b>	Observations of specific civil scope items during the course of construction as required by the governing public agency or agencies
<b>Code Upgrades</b>	Revisions required due to code changes that occur during the course of the project
<b>Subconsultant Services</b>	Services required of subconsultants (if used) will be marked up 15%
<b>Invoice Processing with Additional Client Requests</b>	Office/Clerical time (30 minutes minimum) will be invoiced for submitting invoices via a third-party portal, preparing spreadsheets, notarized documents, or any other additional steps required to receive or process invoices. Any fees for third-party portals will be billed as a reimbursable expense.

*Services provided on an hourly basis will be billed on a monthly cycle at the following hourly rates (subject to change):*

Principal Engineer	\$195/hr
Senior Engineer	\$170/hr
Project Engineer	\$145/hr
Design Engineer	\$125/hr
Office/Clerical	\$95/hr

**SECTION 5 — TERMS AND CONDITIONS**

**CORPORATE PROTECTION:** Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit arising from the Consultant's services shall be directed and/or asserted only against the Consultant, a corporation in the State of California, and not against any of the Consultant's employees, shareholders, officers or directors.

**CIVIL ENGINEERING SERVICES:** The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to structural engineering, waterproofing, floodproofing, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field. The work of others is not reviewed, approved or coordinated by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

**EXPIRATION:** This proposal is valid for 60 days from the above date.

**STANDARD OF CARE:** In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

**SUPPORTING DOCUMENTATION:** The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, property surveys, reports, as-builts etc.) necessary for performance of the Consultant's services. The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, other consultants and contractors as well as information from public records without the need for independent verification.

**DOCUMENT OWNERSHIP:** All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse

without prior written approval from the Consultant is prohibited. Any future reuse of documents, if approved by the Consultant, may be subject to additional fees.

**SUCCESSOR AND ASSIGNS:** Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subconsultants and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subconsultants as he or she may deem appropriate to assist in the performance of services hereunder.

**MEANS & METHODS OF CONSTRUCTION:** Consultant will not supervise, direct, or have control over the Contractor's work. Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

**INDEMNIFICATION:** The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others. Consultant has no duty to defend or indemnify Client without a finding of negligence, recklessness, or willful misconduct on the part of the Consultant. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands or lawsuits in connection with or arising out of this project or the services rendered by the Consultant.

**FORCE MAJEURE.** If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdowns, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

**LIMITATION OF LIABILITY:** In no event will Consultant be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by the Engineer under this Agreement. The Consultant's total liability for work performed, which includes any liability for any design defects pursuant to Civil Code § 2782.5, shall never exceed \$50,000 or the amount paid by the Owner for services performed under this Agreement, whichever is greater.

**MEDIATION / DISPUTE RESOLUTION:** Owner and Consultant agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract. If one party initiates any court, legal, or other action to enforce any obligations under this Contract without first attempting mediation, that party shall not be entitled to any costs or attorneys' fees as the prevailing party.

**ATTORNEY FEES:** If the parties become involved in litigation arising out of this contract or the performance thereof, the court shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party.

**TERMINATION:** This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**See next page for Acceptance**

**SECTION 6 — AGREEMENT FOR CIVIL ENGINEERING SERVICES**

**Between Client** Blair Larsen  
Community & Economic Development Department  
3225 Main Street  
Sweet Home, OR 97386

**Billing Contact** Blair Larsen **Phone** (541) 818-8036  
**Billing Email** blarsen@sweethomeor.gov

**And Consultant** Ashley & Vance Engineering, Inc.  
33 NW Franklin Ave, Suite 110  
Bend, OR 97703

**Project Manager** Davis Keeney **Phone** (541) 647-1445 x136  
**Email** davis@ashleyvance.com

**For the Project** Sankey Park RFP  
877 14th Avenue  
Sweet Home, OR 97386

**ACCEPTANCE**

Commencement of Civil Engineering services may begin after the receipt of:

- This signed proposal
- Referenced documents in Section 2
- Initial payment amount indicated in Section 3
- Required information to be provided by Client in Section 6

Payments shall be sent directly to our San Luis Obispo office:

Ashley & Vance Engineering, Inc.  
Attn: Accounting  
1229 Carmel Street  
San Luis Obispo, CA 93401

**I, the Client, have read the above** Section 1: Project Understanding, Section 2: Scope of Services, Section 3: Project Fee Summary, Section 4: Additional Services, and Section 5: Terms and Conditions, incorporated herein by reference **and agree to the terms and conditions set forth by the Consultant in this Proposal and Agreement, and any pertinent Attachments.**

Blair Larsen **(CLIENT)**

Date

Davis Keeney 103606PE **(CONSULTANT)**  
**Principal Engineer**  
Ashley & Vance Engineering, Inc

Date