

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 90-1215
EXECUTION OF A CONTRACT WITH)
DAVID C. SMITH & ASSOCIATES FOR) Introduced by Rena Cusma
PHOTOGRAMMETRIC SERVICES AT) Executive Officer
ST. JOHNS LANDFILL)

WHEREAS, Landfill closure requires filling to
engineered final contours; and

WHEREAS, It is necessary to have a design tool to
measure remaining refuse capacity, plan when the engineered final
contours will be reached, and monitor settlement; and


WHEREAS, David C. Smith and Associates has been
selected by an evaluation committee as the preferred vendor after
responding to a Request for Proposals;

WHEREAS, The recommendation of the evaluation committee
was submitted to the Executive Officer for consideration and was
forwarded to the Council for approval, now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District
authorizes the Executive Officer to execute a contract in an
amount not to exceed \$58,908. with David C. Smith and Associates
to perform photogrammetric services at St. Johns Landfill.

ADOPTED by the Council of the Metropolitan Service District
this 22nd day of February, 1988.



Tanya Collier, Presiding Officer



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

GRANT/CONTRACT NO. 901-157 BUDGET CODE NO. 530 312310 524190 - 75000
 FUND: Operating DEPARTMENT: Solid Waste (IF MORE THAN ONE) 530 314200 524190 75000*
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

- OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
- COMPLETE SUMMARY FORM.
- IF CONTRACT IS —
 - SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
 - OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
- PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Photogrammetric Services (aerial photography, topographic mapping, and volume computations) at St. Johns Landfill

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES David C. Smith & Assoc. + Metro

5. EFFECTIVE DATE _____ TERMINATION DATE 12/92
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 60,000.00
 PREV. AMEND _____
 THIS AMEND _____
 TOTAL \$ _____

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 19890-90 \$ 20,000
 B. BUDGET LINE ITEM NAME cont. svc. AMOUNT APPROPRIATED FOR CONTRACT \$ 200,000*
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF _____, 19____ \$ _____

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

DAVID C. Smith & Assoc. \$ 58,908 MBE
 SUBMITTED BY AMOUNT
HAMMON, JENSEN, WALLEN & ASSOC. \$ 86,380 MBE
 SUBMITTED BY AMOUNT
InterMountain Photogrammetry \$ 90,500 MBE
 SUBMITTED BY AMOUNT

9. NUMBER AND LOCATION OF ORIGINALS _____

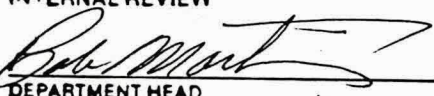
10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND _____ AMOUNT \$ _____
 TYPE OF BOND _____ AMOUNT \$ _____

14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | | | |
|------|--------------------------------------|---------|---------------------------|------------------------------|
| NAME | <u>BERGMAN Photographic Services</u> | SERVICE | <u>Aerial Photography</u> | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |
| NAME | _____ | SERVICE | _____ | <input type="checkbox"/> MBE |

15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____

16. COMMENTS:
 * For FY 89-90 this project is budgeted in operations management
 It will be moved to Engineering + Analysis, System Engineer
 for FY 90-91 + FY 91-92.

GRANT/CONTRACT APPROVAL

INTERNAL REVIEW  DEPARTMENT HEAD _____ FISCAL REVIEW _____ BUDGET REVIEW _____	CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____ 1. _____ COUNCILOR 2. _____ COUNCILOR 3. _____ COUNCILOR	COUNCIL REVIEW (IF REQUIRED) _____ DATE
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 90-1215, FOR THE PURPOSE OF AUTHORIZING
EXECUTION OF A CONTRACT WITH DAVID C. SMITH & ASSOCIATES FOR
PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: February 9, 1990

Presented by: Councilor
Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 5 to 0 to recommend Council adoption of Resolution No. 90-1215. Voting: Councilors Hansen, Bauer, Buchanan, DeJardin and Wyers. This action taken February 6, 1990.

Committee Discussion/Issues: The purpose of the proposed photogrammetric services is to measure the remaining refuse capacity and settlement at St. Johns Landfill. The work includes aerial photography, topographic mapping and volumetric computations.

Metro received proposals from three vendors: David C. Smith & Associates (Portland); Inter-Mountain Photogrammetry, Inc., (Eugene); and Hammon, Jensen, Wallen & Associates, Inc., (Oakland).

The proposals were evaluated by a committee which recommended that a contract be awarded to David C. Smith & Associates. The proposals costs were as follows: Smith, \$58,908; Hammon, \$86,380; and Inter-Mountain, \$90,500.

In addition to cost, the committee considered proposal completeness, clarity and understanding, compliance with the RFP, project organization, project workplan and project staffing experience.

Councilor Bauer asked if there would be "ground control" included in the photogrammetric work. The Solid Waste staff assured the Committee that ground control would be provided in the project.

There being no issues raised or further questions, the Committee voted unanimously to recommend Councilor adoption of Resolution No. 90-1215.

GH:RB:pa

A:\RB.150

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 90-1215, FOR THE PURPOSE OF AUTHORIZING EXECUTION OF A CONTRACT WITH DAVID C. SMITH & ASSOCIATES FOR PHOTOGRAMMETRIC SERVICES AT ST. JOHNS LANDFILL

Date: January 23, 1990

Presented by: Bob Martin
Jim Watkins

FACTUAL BACKGROUND AND ANALYSIS

I. Purpose of Contract

The purpose of this contract is to provide photogrammetric services - such as aerial photography, topographic mapping, and volumetric computations to determine the remaining capacity - at St. Johns Landfill.

II. Introduction

Since 1980, Metro has used photogrammetric services at St. Johns Landfill as a design tool to measure remaining refuse capacity, to plan when the engineered final contours will be reached, and to monitor settlement. Since November 1986 these services were provided by EMCON Associates as part of Contract #86-10-177SW (which also provided independent landfill inspections). This contract was recently completed.

The attached is a three-year contract for photogrammetric services to provide regular and consistent information regarding the landfill's remaining refuse capacity and refuse settlement. This is especially important as St. Johns Landfill gets closer to closure.

III. Contractor Selection Process

On January 8, 1990, proposals were received from three vendors: David C. Smith & Associates (Portland), Inter-Mountain Photogrammetry, Inc. (Eugene), and Hammon, Jensen, Wallen & Associates, Inc. (Oakland).

Evaluation was by a committee consisting of Metro staff as follows: Jim Watkins, Engineering and Analysis Manager in the Solid Waste Department; Joanna Karl, Senior Solid Waste Engineer; and Dave Drescher, a regional planner in the mapping section of the Transportation Department.

The committee recommends David C. Smith & Associates based upon criteria weighted at: 15% for the proposal's completeness, clarity and understanding, and compliance with

the RFP; 5% for the project organization; 30% for the project workplan and approach; 15% for the project staffing experience; and 35% for the project cost. The greatest difference between proposers was reflected in the proposal costs: David C. Smith & Associates, \$58,908; Hammon, Jensen, Wallen & Associates, \$86,380; and Inter-Mountain Photogrammetry, \$90,500.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 90-1215.

Attachment 3. PERSONAL SERVICES CONTRACT

Contract No. _____

PERSONAL SERVICES CONTRACT

THIS AGREEMENT dated this ____ day of _____, 19____, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and _____, hereinafter referred to as "CONTRACTOR," whose address is _____, for the period of _____, 19____, through _____, 19 ____, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H:

WHEREAS, This Agreement is exclusively for Personal Services; NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.310 to 279.320.

Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws Chapter 684.

4. To maintain records relating to the Scope of work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees 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, with any patent infringement arising out of the use of CONTRACTOR's designs or other materials by METRO and for any claims or disputes involving subcontractors;

6. To comply with any other "Contract Provisions" attached hereto as so labeled; and

7. CONTRACTOR shall be an independent contractor for all purposes, shall be entitled to no compensation other than the compensation provided for in the Agreement. CONTRACTOR hereby certifies that it is the direct responsibility employer as provided in ORS 656.407 or a contributing employer as provided in ORS 656.411.

In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with METRO to the effect that CONTRACTOR services are those of an independent contractor as provided under Chapter 864 Oregon Laws, 1979.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of _____ AND ____/100THS (\$_____) DOLLARS and in the manner and at the time designated in the Scope of Work; and
2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;
2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to

the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement may be amended only by the written agreeemnt of both parties.

CONTRACTOR NAME

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

SCOPE OF WORK

The following provisions for each flyover event (excepting Tasks 1 and 3):

- TASK 1. The Contractor shall identify a single person as project manager to work with Metro. The Contractor shall be responsible for any subcontractor work and shall be responsible for the day-to-day direction and internal management of the Contractor and subcontractor effort.
- TASK 2. Verify locations of pre-established permanent ground reference points at the St. Johns Landfill and/or establish new ones as necessary in order to determine available landfill space by photogrammetry.
- TASK 3. Fly and photograph the landfill quarterly for the first two (2) years of the contract, and semi-annually the third year of the contract. These flyover dates shall not be later than January 28, April 28, July 28, and October 28 as follows unless weather conditions make this impossible:
- YEAR 1: Jan 1990, Apr 1990, July 1990, and Oct 1990
YEAR 2: Jan 1991, Apr 1991, July 1991, and Oct 1991
YEAR 3: Apr 1992, and Oct 1992
- TASK 4. Produce and deliver to Metro 9" x 9" stereoscopic contact prints and negatives at 1"/500 foot scale. Also produce and deliver one (1) 30" x 36" color photographic print of the entire St. Johns Landfill.
- TASK 5. Deliver one full size (Scale: 1"=100' with 2' contours) and one 8-1/2" x 17" mylar of a topographic map of the full landfill to Metro. Also deliver one computer "floppy" disk of the data used for the topographic mapping. The following data shall be included in the margin of each map: "St. Johns Landfill", date, map scale, north arrow, accuracy note, and bar scale.

The topographic maps shall be consistent with previous topographic maps. If a different coordinate system is used from the system in our existing maps (E9,000-E14,500 and N1,000-N4,500 in 500' intervals), a conversion shall be shown on each topographic map, as well as within the written data report described in Task 8.

- TASK 6. Deliver one (1) topographic map of the landfill to Metro staff (for review and designation of active and inactive fill areas). Delivery should be approximately fourteen (14) days before each flyover event is scheduled in order to provide adequate time for staff to make the designations and return the topographic maps.
- TASK 7. Digitize final grades provided by Metro for designated portions of the landfill. The designation will be based on a distinction between areas of active fill and post-closure settlement, as determined by Metro prior to each flyover event (Task 6). Compute the remaining volumes of the designated landfill portions. (Note: In the event of an incremental approval of the landfill's final contours, Metro may change the final grades a number of times throughout the three-year contract.)
- TASK 8. Deliver three (3) copies of a written data report to Metro, summarizing the remaining landfill volumes. Include a brief discussion of the computational method being used, the overall accuracy of the resulting volumes, and any specific problems encountered. Append to the report all digitized cross sections of the existing and final grades, field survey records, control descriptions, computations, and related materials. Also, deliver one (1) digitized record on computer "floppy" disk for present and final grades.
- TASK 9. All materials described in Tasks 4, 5, and 8 shall be delivered to Metro on or before March 1, June 1, September 1, and December 1 respectively.
- TASK 10. Metro may require that Tasks 7 and 8 - the volume computation and written and computerized data reports - be delayed or deleted after completing the flyover (for example, due to final engineering design and pending approval of new final grades for the St. Johns Landfill). Such notification by Metro will be given the Contractor at least fourteen (14) calendar days before the final day for flying and photographing the landfill. Metro also reserves the option to cancel an entire flyover event. If the entire event is to be canceled, notification by Metro will be given the Contractor at least thirty (30) calendar days before the final day for flying and photographing the landfill.