

# Request for Proposals for Electronic Construction Document Control System Software and Support Services

PREPARED FOR

City of Sweet Home  
Mahler Water Reclamation Facility  
Improvements Project



PREPARED BY



# **Request for Proposals for Electronic Construction Document Control System and Support Services**

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**Prepared for**

**City of Sweet Home  
Mahler WRF Improvements Project**

**Project No. 936-50-21-09**

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# Request for Proposals for Electronic Construction Document Control System and Support Services

The City of Sweet Home (Owner) hereby solicits the submittal of Proposals from companies interested in providing an Electronic Construction Document Control System (ECDCS) for the Sweet Home Mahler Water Reclamation Facility (Mahler WRF) Improvements Project (Project).

## PROJECT OVERVIEW

The Owner anticipates the Mahler WRF Project will be constructed in multiple phases over a period of approximately three (3) years beginning in October 2022. Owner anticipates using the ECDCS for the full project duration. The Mahler WRF Improvements Project will include the following:

- **WRF Liquid Stream Upgrades:** influent pump station (IPS), recycle drain pump station (RDPS), headworks, primary influent control structure (PICS), primary clarifiers, primary scum and sludge pumping, primary effluent control structure (PECS), existing aeration basin rehabilitation and expansion, third aeration basin, mixed liquor control structure (MLCS), 90-foot secondary clarifier with submersible RAS/WAS pump stations (SC90), submersible RAS/WAS pump stations for the existing 60-foot secondary clarifier, tertiary filtration, UV disinfection, utility water upgrades, Parshall Flume for effluent flow metering, associated electrical upgrades, and appurtenances and buildings.
- **WRF Solids Stream Upgrades:** solids blend tank, solids thickening, solids feed pump station, primary anaerobic digester, digester mixing and heating systems, digested sludge storage tank, digested sludge transfer pump station, solids dewatering, dewatered cake storage, and associated appurtenances and buildings.
- **Electrical, Instrumentation and Controls Upgrades:** new electrical service and switchgear, motor control centers (MCCs), standby generator and automatic transfer switch, plant control panel, security and access systems, and associated appurtenances and buildings. Some electrical and controls equipment may be provided as Owner-supplied equipment. Owner's Integrator-of-Record will supply control panels and provide SCADA programming for the project. A new timber-framed Main Electrical and Blower Building will house the electrical switchgear, MCCs and control panels as well as new aeration blowers.
- **Plant Control and Maintenance Building:** a pre-engineered metal building (PEMB) with water quality laboratory, staff locker rooms, offices and multi-use areas, IT/OT room, archive storage, mechanical maintenance bay and associated appurtenances.
- **WWTP Outfall:** upsizing the existing outfall and construction of a new river outfall diffuser may be required either as part of the project or a separate phase of construction.

Mahler WRF improvements will be completed in multiple phases as follows:

- **Phase 1:** Influent pump station, Main Electrical and Blower Building, site demolition, site grading, retaining walls and yard piping. New electrical service and switchgear, standby generator and automatic transfer switch and other associated electrical upgrades.
- **Phase 2:** All other WWTP upgrades.
- **Phase 3:** New WWTP outfall (if required).

# Request for Proposals for Electronic Construction Document Control System and Support Services



The current estimated cost of the project is \$40 - \$48 Million. Current anticipated timelines for each construction phase are as follows:

- **Phase1:** October 2022 – October 2023
- **Phase 2:** August 2023 – October 2025
- **Phase 3:** Summer 2025

Attachment A includes drawings showing project location and phased site plan. The WWTP Phase 1 Final Contract Documents for the Project are available for review at Sweet Home City Hall, 3225 Main St., Sweet Home, Oregon during normal business hours.

The ECDCS will be utilized for the full project duration, potentially by multiple Prime Contractors leading the 3 project phases.

## ECDCS OVERVIEW AND REQUIREMENTS

A single Electronic Construction Document Control System shall be utilized for the full duration of the Mahler WRF Improvements Project. The ECDCS to be utilized for the Project is anticipated to include the following key elements:

- **Software Platform:** The ECDCS will be an integrated platform providing:
  - Connection and collaboration of the full project team, including all staff from the Owner, Engineer, Prime Contractor(s) and Sub-contractors.
  - Single point of information for all construction documents, including schedules,
  - Unlimited users
  - Mobile software platform for use by the project team at the project site when a laptop or desktop computer is not available.
- **Automated Construction Correspondence:** An integrated platform documenting and organizing all construction-related correspondence.
- **Access and Permissions:** A range of permissions depending on individual roles and responsibilities on the Project.
- **Build to Suit:** A platform that can be modified to suit the Owner with customizable forms and reports
- **Security:** A fully secure system backed up on a daily basis.
- **Ownership:** Owner shall retain ownership of all construction documents.
- **Project archive:** An organized deliverable containing all construction related documents and correspondence at the completion of each project phase.
- **Training:** Initial and ongoing training and support for all parties involved in the project throughout all phases of construction.
- **Technical Support:** continuous technical support provided by people, not computers.

# Request for Proposals for Electronic Construction Document Control System and Support Services



The EDCDS shall be:

- Functional, intuitive and easy to use
- Scalable depending on the needs of each project phase

## PROPOSAL ORGANIZATION AND CONTENT

Proposals for providing EDCDS and Support Services on the Mahler WRF Improvements Project shall be organized with the following sections and associated information:

1. Cover Letter signed by a company officer authorized to bind the company contractually and committing the company to provide services as requested.
2. Product Information and Details
  - a. Provide an overview of the EDCDS system to be supplied, including key features and benefits.
  - b. Summarize base EDCDS system along with upgrade options.
  - c. Highlight options for creating specialized construction forms and associated services for use during construction.
3. Service, Support and Training
  - a. Location of training and support staff who will work with the Owner in setting up the Project using the EDCDS and continuing to support the project through completion of construction.
  - b. Provide an initial EDCDS training program for all project team members, including City, Engineer and Prime Contractor and Sub-Contractor personnel.
  - c. Summarize available continuing training, service and support that will be available to the Project Team throughout the project, including training for new team members added throughout the project.
  - d. Highlight online tools, training and other information that will be made available to the Project Team.
4. References
  - a. References shall include a summary of experience providing EDCDS on projects of similar type, size and duration.
  - b. Provide References for a minimum of five (5) similar projects completed within the past seven (7) years with a total construction cost of over \$10 Million.
  - c. Highlight Oregon and municipal water/wastewater projects and provide reference contact information.
5. Scope of Supply and Pricing
  - a. Provide a detailed Scope of Supply for goods and services for the EDCDS to be provided.
  - b. The Proposal shall include a detailed scope of services and base proposal cost for all project phases.
  - c. Provide a breakdown of all upfront costs and ongoing monthly, quarterly or annual costs associated with the EDCDS.
  - d. Provide a proposed training schedule and timelines for developing specialized forms desired by the Owner for use during construction.
  - e. Provide a summary of any equipment required to be provided by the Owner along with estimated pricing.

# Request for Proposals for Electronic Construction Document Control System and Support Services



- f. Provide an overview of support services to be provided along with any specialized pricing for services not included in the base proposal cost.
- g. Include a pricing schedule for the following years: 2022, 2023, 2024, 2025 and 2026.
- 6. In Appendix A, include any other pertinent information deemed important by the Proposer for consideration by the Owner.

## PROPOSAL SUBMITTAL INSTRUCTIONS

Submit two (2) hard copies and one (1) electronic copy on USB drive of the proposal labeled “Proposal for Electronic Construction Document Control System and Support Services for the Mahler WRF Improvements Project” no later than **2:00 PM** local time on **Tuesday, September 13, 2022** as follows:

Mr. Greg Springman  
Public Works Director  
City of Sweet Home Public Works Department  
1400 24<sup>th</sup> Avenue  
Sweet Home, OR 97386

If a Proposer deems any information requested to be proprietary information, provide one (1) additional digital copy on a USB storage drive with proprietary information redacted.

Questions regarding the RFP shall be directed to:

Ms. Trish Rice  
Engineering Technician II  
City of Sweet Home Public Works Department  
1400 24<sup>th</sup> Avenue  
Sweet Home, OR 97386  
Ph: (541) 818-8037  
E-mail: [price@sweethomeor.gov](mailto:price@sweethomeor.gov)

## PROPOSAL EVALUATION AND SCORING

Owner shall evaluate all proposals and select the submittal the Owner deems to be the highest scored Proposer in accordance with ORS 279B. Owner reserves the right to request a demonstration as part of the evaluation process. Scoring to be used to evaluate proposals will be based on the following:

Cover Letter	Pass/Fail
Product Information and Details	15 points
Service, Support and Training	25 points
References	25 points
Scope of Supply and Pricing	35 points
<b>Total Points</b>	<b>100 points</b>

# Request for Proposals for Electronic Construction Document Control System and Support Services



## PROPOSAL CONDITIONS

### Interpretations and Addenda

Owner will notify Proposers of addenda using the automated mailing list on the City's website. It is the responsibility of Proposers to verify they are listed with the correct contact information on the RFP-holders list.

If necessary, interpretations or clarifications in response to questions will be issued by Addenda to all parties listed on the City's website. Oral and other interpretations or clarifications will be without legal effect.

Questions received less than five (5) business days before the Proposal due date may not be answered.

### Public Records

All proposals submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to Oregon Public Records law, as qualified by ORS 279B.060(6) for similar personal services contracts. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the City's decisions in this regard.

**Marking all, or substantially all, or your proposal as "Proprietary" is not permitted and may be grounds for the City considering your proposal nonresponsive, at the City's sole discretion.** If your proposal contains proprietary information protected under this section, please provide an additional redacted digital copy on the USB storage drive.

### Acceptance, Rejection, or Cancellation of Award

1. This RFP does not constitute an offer to contract and does not commit the Owner to the award of a Contract to anyone, or to pay any costs incurred in the preparation and submission of proposals.
2. All costs of the Proposal process, interviews, contract negotiations, and related expenses are the responsibility of the Proposer.
3. Owner reserves the right to waive any informality or irregularity in any proposal or proposals.
4. Owner reserves the right to delay, suspend, modify or cancel all or part of this RFP at any time before execution of the Contract for any reason determined to be in the Owner's best interest.
5. All submittals become the property of the Owner.

### Protests

#### *Protests of Solicitation*

Proposers are directed to the protest procedures contained in ORS 279B.405 and OAR 137-047-0730. A prospective Proposer may file a protest of the solicitation if the prospective Proposer believes that the procurement process is contrary to law or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. Protests shall be submitted to the City in writing no later than ten (10) days prior to the solicitation closing date.



# Request for Proposals for Electronic Construction Document Control System and Support Services



## *Protests of Contract Award*

Proposers are directed to the protest procedures contained in ORS 279B.410 and OAR 137-047-0740. A Proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:

- (a) The Proposer or proposer is adversely affected because the Proposer or proposer would be eligible to be awarded the public contract in the event that the protest were successful; and
- (b) The reason for the protest is that:
  - (A) All lower bids or higher ranked proposals are nonresponsive;
  - (B) The contracting agency has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
  - (C) The contracting agency has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or
  - (D) The contracting agency's evaluation of bids or proposals or the contracting agency's subsequent determination of award is otherwise in violation of this chapter or ORS chapter 279A.

Protests shall be submitted to the City in writing no later than seven (7) days following the notice of intent to award.

## **Contract**

The Owner desires to enter into an Agreement in the form included in Attachment C, which includes all goods and services specifically outlined in this RFP. The selected Proposer will be expected to sign the Agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the Attachment C will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, at the City's sole discretion.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and the City of Sweet Home. This RFP is authorized and approved for posting by the City Council and the City Manager. Staff can amend the RFP and contract form to meet the best interests of the City with the approval of the City Manager.

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE  
MODIFIED OR REVOKED WITHOUT NOTICE.**



## Attachment A

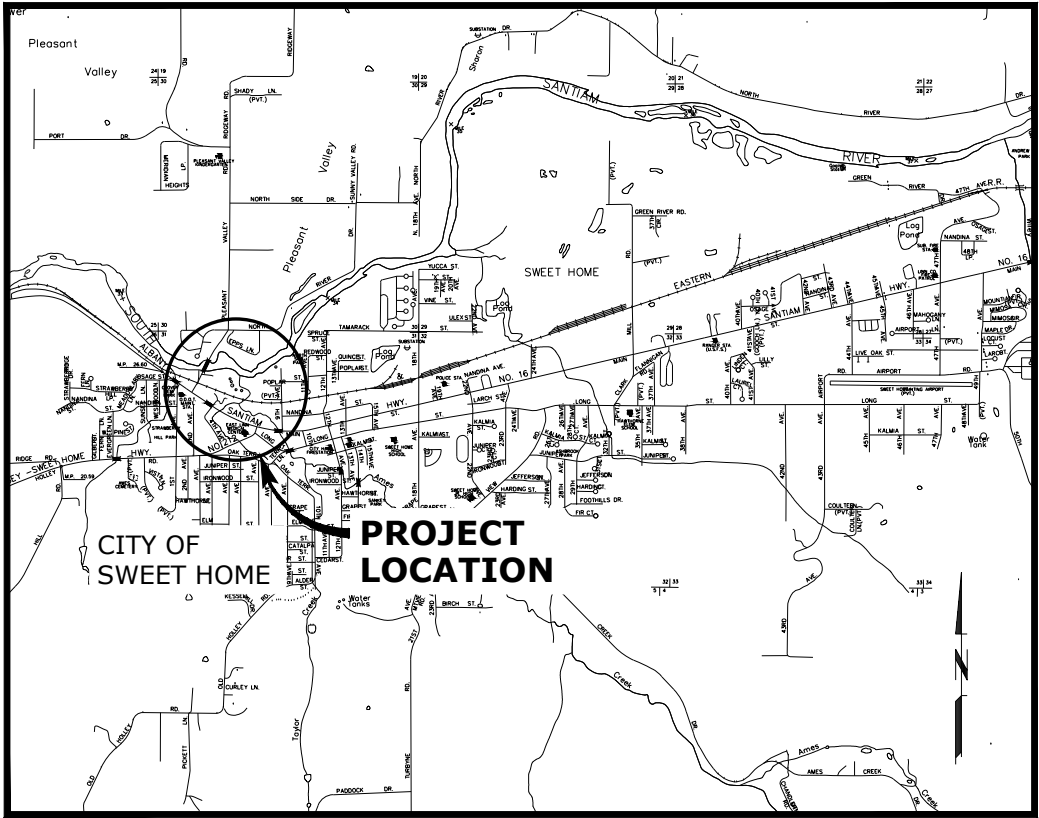
### Drawings

C:\Users\bberry\ACCDocs\Cadworks Inc\Sweet Home WWTP\Project Files\Active Design - CAD\2D Design\01\_General\BVB\19-2605-OR-G.dwg G-000 6/7/2022 6:51 PM BBARRY 24.1s (LMS Tech)



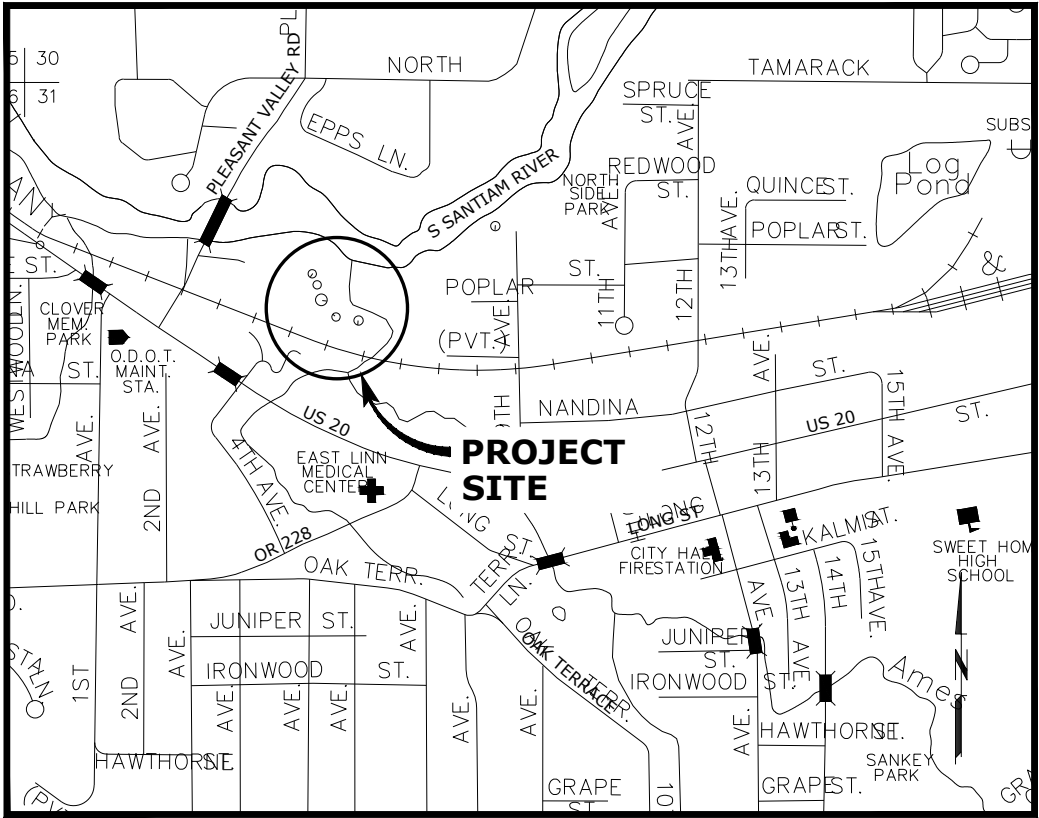
# MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT

2022



VICINITY MAP

SCALE: 1"=2000'



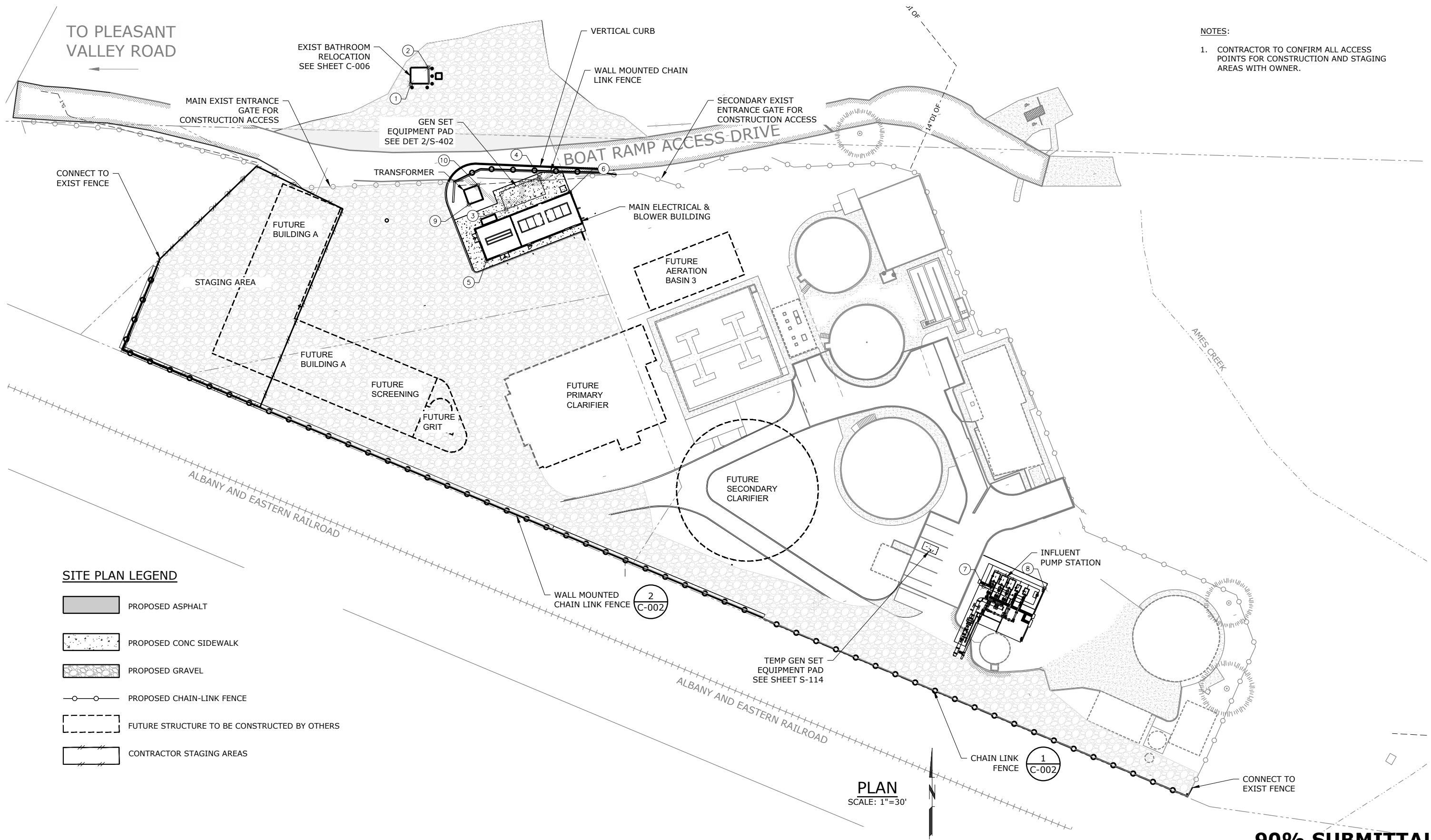
LOCATION MAP

SCALE: 1"=500'



ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-246-6699.)

P:\Clients\936 City Of Sweet Home\50-21-09 WWTP Phase 1 Final Design\CAD\Figures\19-2605-OR-C-SITE-PH1.dwg C-030 7/5/2022 9:22 AM BBARRY 24.1s (LMS Tech)



90% SUBMITTAL

NO.	DATE	BY	REVISION

NOTICE

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

BVB  
DESIGNED  
BVB  
DRAWN  
WJM  
CHECKED



MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT PHASE 1

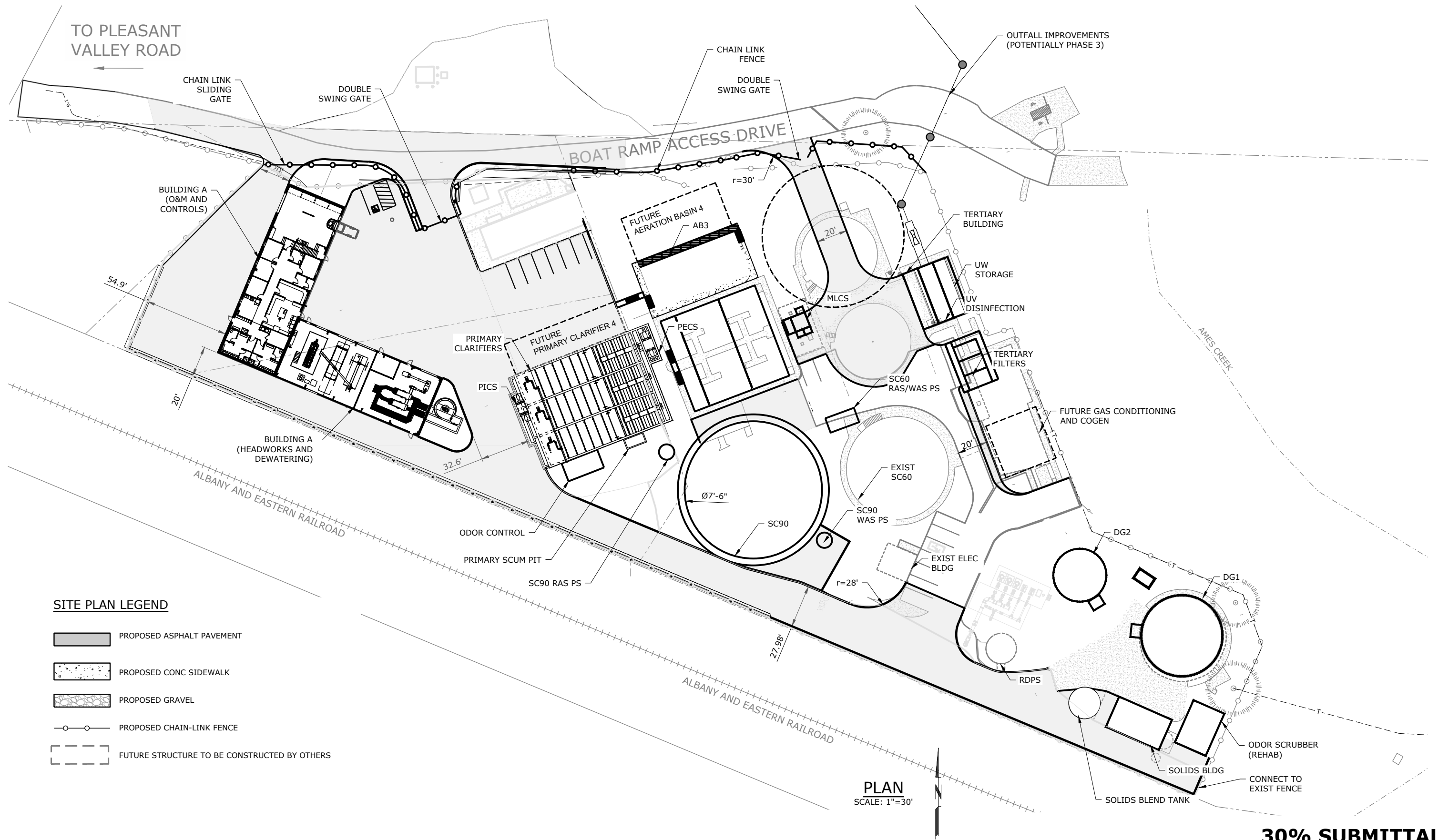
OVERALL SITE PLAN PHASE 1

PROJECT NO.: 19-2065 SCALE: AS SHOWN DATE: JUNE 2022

SHEET C-030 XX of XXX



P:\Clients\936 City Of Sweet Home\50-21-09 WWTP Phase 1 Final Design\CAD\Figures\19-2605-OR-C-SITE-P2.dwg C-032 7/5/2022 11:40 AM BBARRY 24.1s (LMS Tech)



**SITE PLAN LEGEND**

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONC SIDEWALK
- PROPOSED GRAVEL
- PROPOSED CHAIN-LINK FENCE
- FUTURE STRUCTURE TO BE CONSTRUCTED BY OTHERS

**PLAN**  
SCALE: 1"=30'

**30% SUBMITTAL**

NO.	DATE	BY	REVISION

NOTICE  
0 1/2 1  
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

BVB  
DESIGNED  
BVB  
DRAWN  
WJM  
CHECKED

**PRELIMINARY ONLY**  
DO NOT USE FOR CONSTRUCTION  
JUNE 2022  
**West Yost**  
WWW.WESTYOST.COM



<b>CIVIL SITE</b>			
<b>OVERALL SITE PLAN</b>			
<b>PHASE 2</b>			
PROJECT NO.:	19-2065	SCALE:	AS SHOWN
DATE:	JUNE 2022		

SHEET  
C-032  
XX of XXX

## Attachment B

### Specification Section 01 32 16 Electronic Construction Document Control System

## SECTION 01 31 26

### ELECTRONIC CONSTRUCTION DOCUMENT CONTROL SYSTEM

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. The Contractor shall utilize an Electronic Construction Document Control System (ECDCS) provided by the Owner. ECDCS will be a web-based electronic media site and will be made available to the contractors' project personnel, Owner and Engineer. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of the contract. The ECDCS shall be the primary means of project information submission and management. When required by the Owner, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern.

##### 1.02 USER ACCESS LIMITATIONS

- A. The Owner will control the Contractor's access to ECDCS by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do). Sub-contractors and suppliers may be given access to the system through the Contractor. Entry of information exchanged and transferred between the Contractor and its sub-contractors and suppliers on the system shall be the responsibility of the Contractor.
- B. Joint Ownership of Data - Data entered in a collaborative mode (entered with the intent to share as determined by permissions and workflows within the ECDCS system) by the Owner and the Contractor will be jointly owned.
- C. Data access after project completion - All Project participants can request a copy of their project information from the system upon completion of the project. Participants are responsible for the \$500 cost for the archive. To request an archive complete a support request in the ECDCS application. The support request should include the address for shipping the archive too.

##### 1.03 AUTOMATED SYSTEM NOTIFICATION AND TRACKING

- A. Review comments made (or lack thereof) by the Owner on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents.
- B. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents.
- C. Owners acceptance via automated system notifications extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

#### 1.04 SUBMITTALS

A. See Section 01 33 00, Submittals

1. List of Contractor's key personnel. Include descriptions of key personnel's roles and responsibilities for this project. Contractor should also identify their organizations' administrator on the list.

#### 1.05 COMPUTER REQUIREMENTS

- A. The Contractor shall use computer hardware and software that meets the requirements of the EDCS system as recommended by EDCS vendor to access and utilize EDCS. As recommendations are modified by EDCS, the Contractor will upgrade their system(s) to meet the recommendations or better. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract.
- B. The contractor shall ensure that connectivity to the EDCS system (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems.

#### 1.06 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall be responsible for the validity of their information placed in EDCS and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in EDCS to the maximum extent possible. If a form does not exist in EDCS the Contractor must include a form of their own or provided by the Owner representative as an attachment to a submittal. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of EDCS (outside what is provided by the owner) and the other programs indicated above as needed.
1. User Access Administration - Provide a list of Contractor's key EDCS personnel for the Owner's acceptance. Contractor is responsible for adding and removing users from the system. The Owners Representative reserves the right to perform a security check on all potential users. The Contractor will be allowed to add additional personnel and subcontractors to EDCS.

#### 1.07 TRAINING

- A. The Owner has arranged for the following training to be provided to the Contractor.
1. Flex Training class (2 hr per session, on line) 2 sessions.

### **PART 2 - PRODUCTS (OWNER-SUPPLIED)**

#### 2.01 DESCRIPTION

- A. Vendor: Procore, Bentley Systems, or equivalent.



## **PART 3 - EXECUTION**

### **3.01 EXECUTION**

- A. Design Document Submittals - All design drawings and specifications shall be submitted as cad .dwg files or PDF attachments to the ECDCS submittal work flow process and form.
- B. Shop Drawings - Shop drawing and design data documents shall be submitted as cad .dwg files or PDF attachments to the ECDCS submittal work flow process and form. Examples of shop drawings include, but are not limited to:
  - 1. Standard manufacturer installation drawings.
  - 2. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
  - 3. Steel fabrication, piece, and erection drawings.
- C. Product Data - Product catalog data and manufacturers' instructions shall be submitted as PDF attachments to the ECDCS submittal work flow process and form. Examples of product data include, but are not limited to:
  - 1. Manufacturer's printed literature.
  - 2. Preprinted product specification data and installation instructions.
- D. Samples - Sample submittals shall be physically submitted as specified in Section 01 33 00. Contractor shall enter submittal data information into ECDCS with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:
  - 1. Product finishes and color selection samples.
  - 2. Product finishes and color verification samples.
  - 3. Finish/color boards.
  - 4. Physical samples of materials.
- E. Administrative Submittals. All correspondence and pre-construction submittals shall be submitted using ECDCS. Examples of administrative submittals include, but are not limited to:
  - 1. Digging permits and notices for excavation.
  - 2. List of product substitutions
  - 3. List of contact personnel.
  - 4. Notices for roadway interruption, work outside regular hours, and utility cut overs.
  - 5. Requests for Information (RFI).
  - 6. Each schedule submittal specified in Section 01 32 16
  - 7. Construction Progress Schedule shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used.
  - 8. The schedule will also be posted as a PDF file.
  - 9. Plans for safety, demolition, environmental protection, and similar activities.

10. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
  11. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
  12. Any general correspondence submitted.
- F. Compliance Submittals Test reports, certificates, and manufacture field report submittals shall be submitted on EDCS as PDF attachments. Examples of compliance submittals include, but are not limited to:
1. Field test reports.
  2. Quality Control certifications.
  3. Manufacturers documentation and certifications for quality of products and materials provided.
- G. Record and Closeout Submittals - Operation and maintenance data and closeout submittals shall be submitted on EDCS as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:
1. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
  2. As-built Drawings: Final documents shall be submitted as specified.
  3. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.
- H. Financial Submittals - Schedule of Value, Pay Estimates and Change Request Proposals shall be submitted on EDCS. Supporting material for Pay Estimates, Change Requests, and allowance order proposals shall be submitted on EDCS as PDF attachments. Examples of compliance submittals include, but are not limited to:
1. Contractors Schedule of Values
  2. Contractors Monthly Progress Payment Requests
  3. Contract Change proposals requested by the project owner.
  4. Preliminary allowance order proposals requested by the project owner.

**END OF SECTION**



## Attachment C

### City Standard Contract

**City of Sweet Home  
Personal Services Contract for  
Goods and Special Services**

This Contract is by and between the City of Sweet Home ("City") and [REDACTED] ("Contractor") for the performance of [REDACTED] services for City, on an as needed basis.

**A. RECITALS**

City has conducted a formal solicitation for proposals from integration firms pursuant to Public Contracting law.

Contractor submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified Contractor, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded the contract to Contractor.

**B. CONTRACT EXHIBITS**

The following exhibits are hereby incorporated by reference into this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Oregon Personal Services Public Contracting Code Requirements
- Exhibit C – Request for Proposal
- Exhibit D – Contractor's Proposal
- Exhibit E – Contractor's Schedule of Rates and Charges

**C. AGREEMENT**

**1. Term**

The term of this Contract shall be from its execution through completion of the City of Sweet Home Mahler Water Reclamation Facility Improvements Project, Phases 1 and 2. Construction completion is currently scheduled for 2026.

**2. Scope of Work**

Contractor shall provide all services and deliver all materials as specified in the attached Exhibits A, C and D, which are hereby incorporated into this Contract by this reference, and as may be described by future addenda to this Contract.

**3. Compensation**

3.1 Compensation. For the services described and performed by Contractor, the City agrees to pay, and the Contractor agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.

3.2 Invoices. Invoices for services of Contractor shall be billed to the City in summary form, itemized by projects and/or work tasks, on or about the first day of each month for all services performed through the last day of the previous

month. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

### 3.3 Payments.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Contractor may, after giving seven (7) days written notice to City, suspend services under this Contract until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

## 4. **Contractor Is an Independent Contractor**

Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing work. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under the Contract and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans.

## 5. **Notices**

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Public Works Department  
City of Sweet Home  
1400 24<sup>th</sup> Avenue  
Sweet Home, OR 97386

Phone: (541) 367-6359  
Fax: (541) 367-7592

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

## 6. Indemnification

Contractor shall indemnify and hold harmless City and its representatives, officers, directors, and employees from any loss or claim made by third parties to the extent arising directly or indirectly from Contractor's negligent performance and/or fault of Contractor, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Contractor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

For claims based upon professional negligence, Contractor's obligation to indemnify indemnitees for defense costs (as defined) is not immediate and shall be satisfied at the time of any settlement or judgment as to Contractor's indemnity obligations under this Agreement.

## 7. Insurance Requirements

7.1 During the term of this Contract, Contractor shall maintain, at its own expense, the following types of insurance in the following amounts:

- a. Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards, if applicable):
  - \$2,000,000 – each occurrence (bodily injury)
  - \$2,000,000 – general aggregate
  - \$2,000,000 – property damage, contractual, etc.
  - \$2,000,000 – umbrella liability coverageCoverage shall also include contractual liability coverage for the indemnity provided under this contract.
- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident.
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence.
- d. Errors and Omissions insurance covering Contractor's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of five (5) years after final completion.

- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.

7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

7.3 Policies shall provide that City, its council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and a waiver of subrogation against them shall be obtained for all coverages.

7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own.

7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract.

7.6 All policies of insurance shall be issued by good, responsible companies, with a rating reasonably acceptable to City and that are qualified to do business in the state of Oregon.

7.7 Contractor shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Contractor shall furnish City with executed copies of such policies of insurance. Contractor shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

7.8 All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement with the certificate of insurance specifying the City of Sweet Home, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent and attached to Certificate of Insurance.

## **8. Workers' Compensation**

8.1 Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply

with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.

8.2 Contractor warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify City for any liability incurred by City as a result of Contractor's breach of the warranty under this paragraph.

## **9. Hours of Employment**

Contractor shall comply with all applicable state and federal laws regarding employment.

## **10. Assignments and Subcontractors**

Contractor may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Contractor's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Contractor shall remain liable for all of its obligations under this Contract.

## **11. Labor and Material**

Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

## **12. Ownership of Work and Documents**

All work performed by Contractor and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Contractor, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **13. Termination for Convenience**

13.1 This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs



invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

13.2 City may unilaterally order Contractor to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Contractor to resume those services, Contractor will be entitled to reimbursements for the costs actually and reasonably incurred, if any, in re-starting the suspended services.

#### **14. Termination for Cause**

City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

14.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

14.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

14.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

#### **15. Termination for Default**

Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract.

#### **16. Remedies**

In the event of breach of this Contract the parties shall have the following remedies:

16.1 If terminated under paragraph 15 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

16.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

16.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

16.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

16.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract. As directed by City, Contractor shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

## **17. Nondiscrimination**

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment on the basis of any protected class as defined in ORS279A.112(b).

## **18. Governing Law; Jurisdiction; Venue**

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Contractor that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Linn County for the state of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

## **19. Compliance with Laws and Regulations**

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) ORS 659a.142; (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Contractor's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit B and incorporated herein by this reference. Contractor, its sub-consultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Contractor shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

## **20. Experience, Capabilities and Resources**

By execution of this Contract, the Contractor agrees that:

Contractor is an experienced integration firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.

Contractor has the capabilities and resources necessary to perform the obligations of this Contract.

Contractor is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Contractor shall be prepared in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care") and shall exercise the Standard of Care in complying with applicable and non-conflicting laws, rules, and regulations.

## **21. Drawings, Specifications and Other Documents**

Contractor hereby agrees that it will, in a manner consistent with its standard of care defined in above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility.

## **22. Errors and Omissions**

Contractor shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Contractor shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Contractor or its sub-consultants. Contractor further agrees to assist City in resolving problems relating to any project designs or specified materials that are caused by deviations from the Standard of Care

## **23. Contract Performance**

Contractor shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Contractor shall not be liable for delays that are beyond Contractor's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Contractor's warranties or a default or defect in performance by Contractor that has not been cured.

## **24. Access to Records**

For not less than three (3) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Contractor's books, documents, papers, and records that are pertinent to this Contract. If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Contractor shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Contractor shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

## **25. Representations and Warranties**

Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) when executed and delivered, this Contract shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent, (4) the services under this Contract shall be performed in accordance with the professional skill, care and standards ordinarily used by professionals performing similar services under similar conditions. No other warranties are expressed or implied in this Agreement.

## **26. City Obligations**

26.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and work tasks. With regard to subcontractor liens, City shall furnish to Contractor, within fifteen (15) days after receipt of a written request, information necessary and relevant for Contractor to evaluate, give notice of, or enforce lien.

26.2 City shall establish and update, if necessary, overall project budgets, including consulting and construction costs.

26.3 City shall furnish the services of consultants, when such services are requested by Contractor, reasonably required by the scope of a project, and agreed to by City.

26.4 City shall furnish all testing as required by law or the contract documents.

26.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Contractor has performed requisite project management and oversight duties.

26.6 City shall provide prompt written notice to Contractor if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Contractor's design or performance under the contract.

26.7 City shall pay Contractor in accordance with paragraph 3 and Exhibit E of this Contract, upon receipt of Contractor's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.

26.8 City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

26.9 City shall guarantee access to, and make all provisions for Contractor to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.

26.10 Extra work or work on contingency tasks is not permitted unless authorized by the City in writing. Failure of Contractor to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

## **27. Arbitration**

All claims, disputes, and other matters in question between the City and Contractor arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Uniform Oregon Arbitration Act ORS 36.600 et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Linn County Circuit Court will establish rules to govern the arbitration. The City shall have the sole discretion as to whether or not dispute will be decided by arbitration rather than through the court process.

A claim by Contractor arising out of, or relating to this Contract must be made in writing and delivered to the City Manager not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Manager within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Manager will be considered by the City Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Contractor may file a written request for arbitration with the City Manager. No demand for arbitration shall be effective until the City Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Council's decision being binding upon the City and Contractor.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Contractor to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

## **28. Attorney Fees**

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract to the extent due to the negligent performance of the Contractor's employees, representatives or subcontractors, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

## **29. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

## **30. Limitation of Liabilities**

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Contractor shall not be liable for any consequential damages under this Contract.

## **31. Foreign Contractor**

If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

## **32. Confidentiality**

Contractor shall maintain the confidentiality of any of City's information that has been so marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Contractor from establishing a claim or defense in an adjudicatory proceeding. Contractor shall require similar agreements from City's and/or Contractor's sub-consultants to maintain the confidentiality of information of City.

## **33. Force Majeure**

Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war, epidemics, pandemics, declared states of emergency, closing or reduction of force by the contractors or governmental permit reviewing entities, the enactment of governmental actions which cause delays or limit travel..

#### **34. Waivers**

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Contractor of the same or any other provision. City's consent to or approval of any act by Contractor requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Contractor, whether or not similar to the act so consented to or approved.

#### **35. Severability**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

#### **36. Survival**

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

#### **37. Headings**

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

#### **38. Integration and Modification**

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

#### **39. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Contract.

#### **40. Certificate of Compliance with Oregon Tax Laws**

By executing this Contract, Contractor certifies under penalty of perjury that Contractor is, to the best of Contractor's knowledge, not in violation of any Oregon tax laws described in ORS 305.385(6) and (7).

#### **41. Time is of the Essence**

Time is of the essence under this Contract.

CITY OF SWEET HOME

By: \_\_\_\_\_

Name: Christy Wurster

Title: City Manager Pro Tem

Date: \_\_\_\_\_

Authorized & Approved by the City Council.  
City Manager approves contract.

Approved as to form.

By: \_\_\_\_\_

Name: Robert Snyder

Title: City Attorney

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit A**

### **Scope of Work**

#### **SERVICES AND RESPONSIBILITY OF CONTRACTOR**

Provide an Electronic Construction Document Control System (ECDCS) for the Sweet Home Mahler Water Reclamation Facility Phases 1 and 2 in Sweet Home, Oregon along with training, services and support services.

## **Exhibit B**

### **Oregon Public Contracting Requirements**

#### **ORS CHAPTERS 279B AND 279C REQUIREMENTS**

- (1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract.
- (3) Consultant shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Consultant shall pay Consultant's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- (8) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Consultant certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

**Exhibit C**  
**Request for Proposals**

**Exhibit D**

**Contractor's Proposal**

**Exhibit E**

**Contractor's Schedule of Rates and Charges**