

AUGUST 2022

Request for Proposals for Special Inspections and Testing Services

PREPARED FOR

City of Sweet Home
Mahler Water Reclamation Facility
Improvements Project



PREPARED BY



Request for Proposals for Special Inspections and Testing Services

Prepared for

City of Sweet Home
Mahler WRF Improvements Project

Project No. 936-50-21-09

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- Attachment C: City Standard Contract

Request for Proposals for Special Inspections and Testing Services

The City of Sweet Home (Owner) hereby solicits the submittal of Proposals from companies interested in providing Special Inspections and Testing Services for Sweet Home Mahler Water Reclamation Facility (Mahler WRF) Improvements Project (Project).

INTRODUCTION

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. A single Special Inspections and Testing Firm will contract directly with the Owner to provide third-party special inspections in accordance with Oregon code requirements for the full duration of the project. Mahler WRF Project are anticipated to include:

- **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.
- **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).

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

- Phase 1: 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 City website, <https://www.sweethomeor.gov/rfps>.

THIRD-PARTY SPECIAL INSPECTIONS AND TESTING SERVICES OVERVIEW

A single Special Inspections and Testing Firm will be retained by the Owner for the full duration of the Mahler WRF Improvements Project. Special inspections and testing anticipated as part of the project will include, but not be limited to, the following:

- Civil construction inspections for roadway aggregate base rock, pipe trench aggregate backfill, hot-mix asphalt concrete (HMAC).
 - **Note:** Subgrade inspections will be performed by others.
- Concrete construction inspections per Oregon Structural Specialty Code (OSSC) Table 1705.3.
- Steel construction inspections per OSSC Table 1705.2.
- Coating inspections by NACE-certified coatings inspector to include the following:
 - **Pre-Surface Preparation:** Inspected to assure that grease and oil, sharp edges, and weld spatter are removed.
 - **Protective Coverings:** Inspection of placement of coverings to prevent contamination of surfaces from over blast or overspray.
 - **Ambient Conditions:** Monitor air and surface temperatures, relative humidity, and the dew point to assure that the work is done under proper weather conditions.
 - **Compressed Air Cleanliness:** Air used in blast cleaning, conventional spray application, and air for blow down is checked to assure that the air is free of moisture and oil contamination.
 - **Surface Preparation:** Abrasive equipment used for surface preparation is examined for adequacy to do the work. Proper storage and size of abrasives is verified, recycled abrasives are tested for contamination, proper degree of cleaning and surface profile is confirmed, and magnetic base readings are obtained. Areas of insufficient or inadequate surface preparation are marked for repair and rework prior to the application of coatings.
 - **Coating Mixing:** Mixing of coatings is observed to document that the specified material is used, and that multiple components are used within the allowable pot and shelf lives. All batch and lot numbers are documented for tracking purposes.
 - **Coating Application:** Application equipment is examined for cleanliness and adequacy to perform the work. Application techniques are observed and documented to ensure that coverage is obtained without detrimental runs, sags, pinholes or other deficiencies. Spot wet film thickness readings are taken to ensure that the correct amount of material is used.

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- **Dry Film Thickness:** Dry film thickness of individual coats is measured and documented to ensure that it complies with the specification requirements and manufacturer’s instructions. All dry film thickness surveys are measured according to SSPC-P A2 Standard.
- **Intercoat Cleanliness:** The integrity and cleanliness of each coat is examined prior to application of the next. This includes determination that the surfaces are free from oil/grease, dry spray, overspray, or other detrimental contamination.
- **Recoat Times:** The time between coats can be critical for certain materials. The minimum and maximum recoat times are observed and recorded and required conditioning agents or roughening between coats are verified to have been accomplished.
- **Final Inspection:** The entire coating system is examined until a quality product has been achieved. Final inspection operations include visual appearance, cure assessment and holiday detection.
- **Holiday Testing:** Capability to perform holiday testing to assure adequate cure of the lining system and ensure the lining is void and pinhole free and a continuous lining has been achieved. (If needed)
- **Documentation:** Detailed Daily Reports in PDF format with digital photographs and a final report summarizing the work performed on the Project.
- See drawing S002 included as Attachment B for structural special inspections and testing requirements.

The third-party Special Inspections and Testing Firm shall:

- Review and become familiar with Project Documents, schedules, estimates, etc. as necessary to perform the services as described.
- Coordinate special inspections and testing with General Contractor(s) throughout all project phases.
- Time is of the essence in the execution of special inspections and testing services. Typical response times desired shall be less than 24 hours for scheduling all special inspections and testing.
- Maintain field copies of all documentation at the jobsite for use by the City, Engineer and code inspection agencies.
- Optimize site visits to cover multiple tests or inspections throughout the project.
- Comply with the current edition of the Oregon Structural Specialty Code, Chapter 17. E.
- Provide monthly invoices to the Owner using an agreed upon schedule of values.
- Provide insurance coverage meeting the following minimum requirements:
 - Commercial General Liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.
 - Automobile liability limits of at least \$1,000,000 combined single limit per accident.
 - Certificate of Insurance naming the Owner and Engineer as additionally insured.

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PROPOSAL ORGANIZATION AND CONTENT

Proposals for Third-Party Special Inspections and Testing 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 provided services as requested.
2. Statement of Qualifications with company overview addressing the company's specific qualifications for serving as the Owner's Third-Party Special Inspections and Testing firm on the Mahler WRF Improvements Project. The SOQ shall include a summary of experience providing third-party special inspections and testing for projects of similar type, size and duration completed for Oregon municipalities.
 - a. Provide References for a minimum of five (5) similar projects completed within the past seven (7) years. Similar projects shall be defined as municipal water and wastewater projects with a total construction cost of over \$1 Million.
 - b. Resumes of all proposed personal who will be involved in the Project, including inspector certifications.
 - c. Location of the office and laboratory that will provide the requested services.
 - d. Proposed response times for inspections and testing for the requested services.
3. Schedule of Values for all anticipated special inspections and testing, including:
 - e. The Schedule of Values will be used as the basis of the contract as the specific testing requirements for the Project is current unknown.
 - f. Current pricing for all anticipated field inspections and testing to be provided by the Third-Party Special Inspection and Testing company.
 - g. Hourly rates shall be all-inclusive and shall include labor, insurance, mobilization, demobilization, data base, travel expenses, lodging, meals, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes.
 - h. Overhead costs shall include all costs associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with field staff for the Third-Party Special Inspections and Testing company.
 - i. Mileage charges on a per trip basis and proposed approaches for reducing mileage costs to be paid by the Owner. Proposers shall specify if mileage charges are included in base Hourly Rates provided in 3c or if those charges are tracked separately.
 - j. There shall be no charges for overtime or holiday premium pay.
 - k. Anticipated annual % increase in all fees for the following years: 2023, 2024, 2025 and 2026.
 - l. The Schedule of Values negotiated between the Owner and Third-Party Special Inspections company shall be all-inclusive. No other expenses will be allowed.
4. In Appendix A, include copies of all forms to be utilized in the execution of special inspections and testing on the project.
5. In Appendix B, include any other pertinent information deemed important by the Proposer for consideration by the Owner.

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PROPOSAL SUBMITTAL INSTRUCTIONS

Submit two (2) hard copies and one (1) electronic copy on USB drive of the proposal labeled “Proposal for Third-Party Special Inspections and Testing on the Mahler WRF Improvements Project” no later than **2:00 PM** local time on **Thursday, September 8, 2022** as follows:

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

If a Proposer deems any information requested to be proprietary information, provide one (1) additional hard copy 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 24th Avenue
Sweet Home, OR 97386
Ph: (541) 818-8037
E-mail: price@sweethomeor.gov

PROPOSAL EVALUATION

The City shall evaluate all proposals and select the submittal the City deems to be the highest scoring Proposer in accordance with ORS 279B. Scoring to be used to evaluate proposals will be based on the following:

Statement of Qualifications	30 points
Schedule of Values	70 points
Total Points	100 points

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.

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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 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.

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:

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- (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 City 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, in 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. Authorized & 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.**

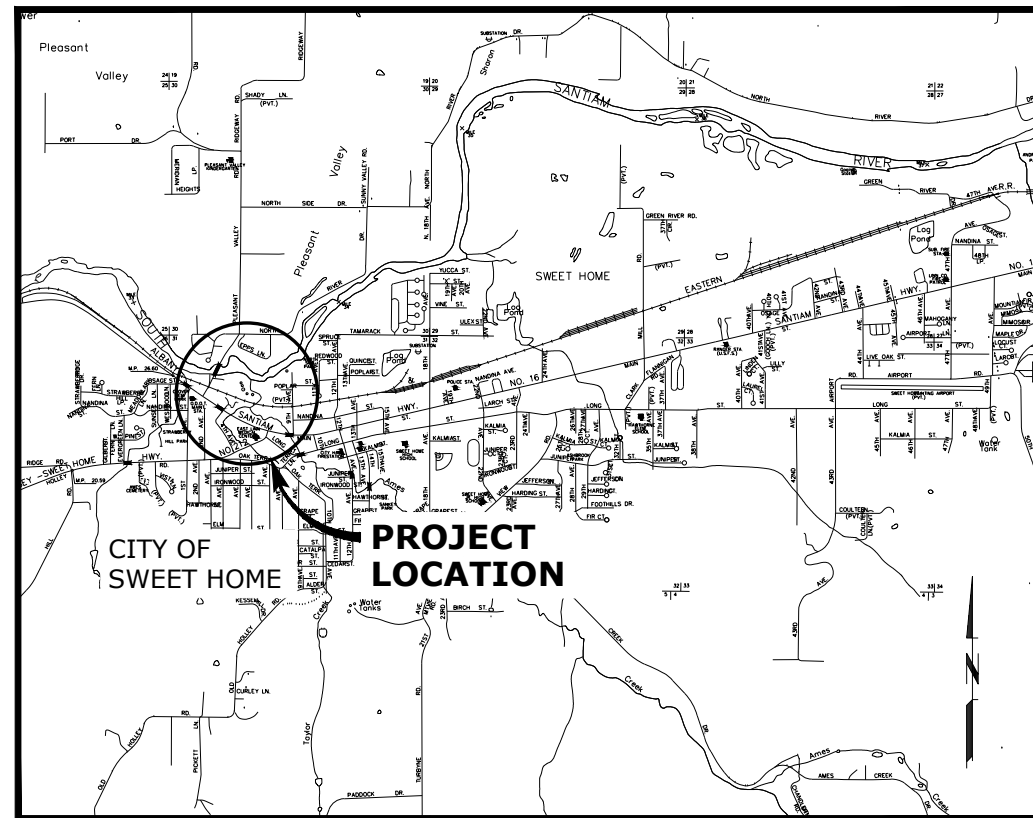
Attachment A

Project Reference Drawings



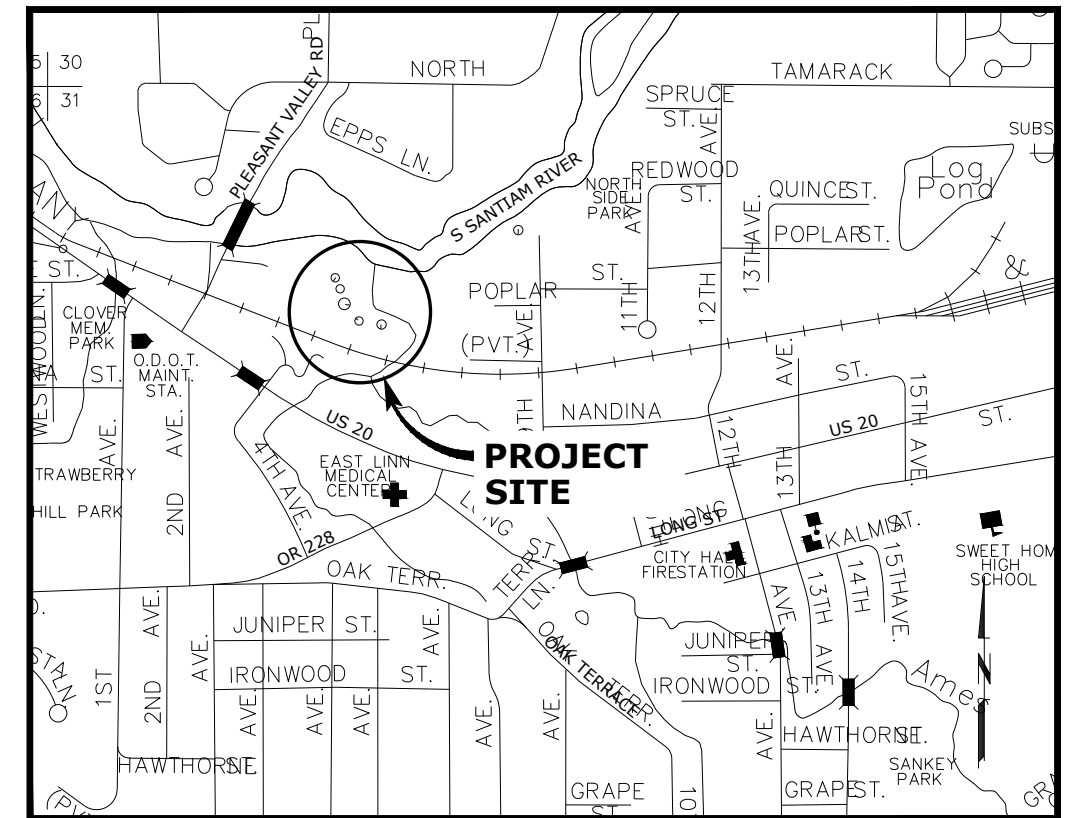
MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT

2022



VICINITY MAP

SCALE: 1"=2000'



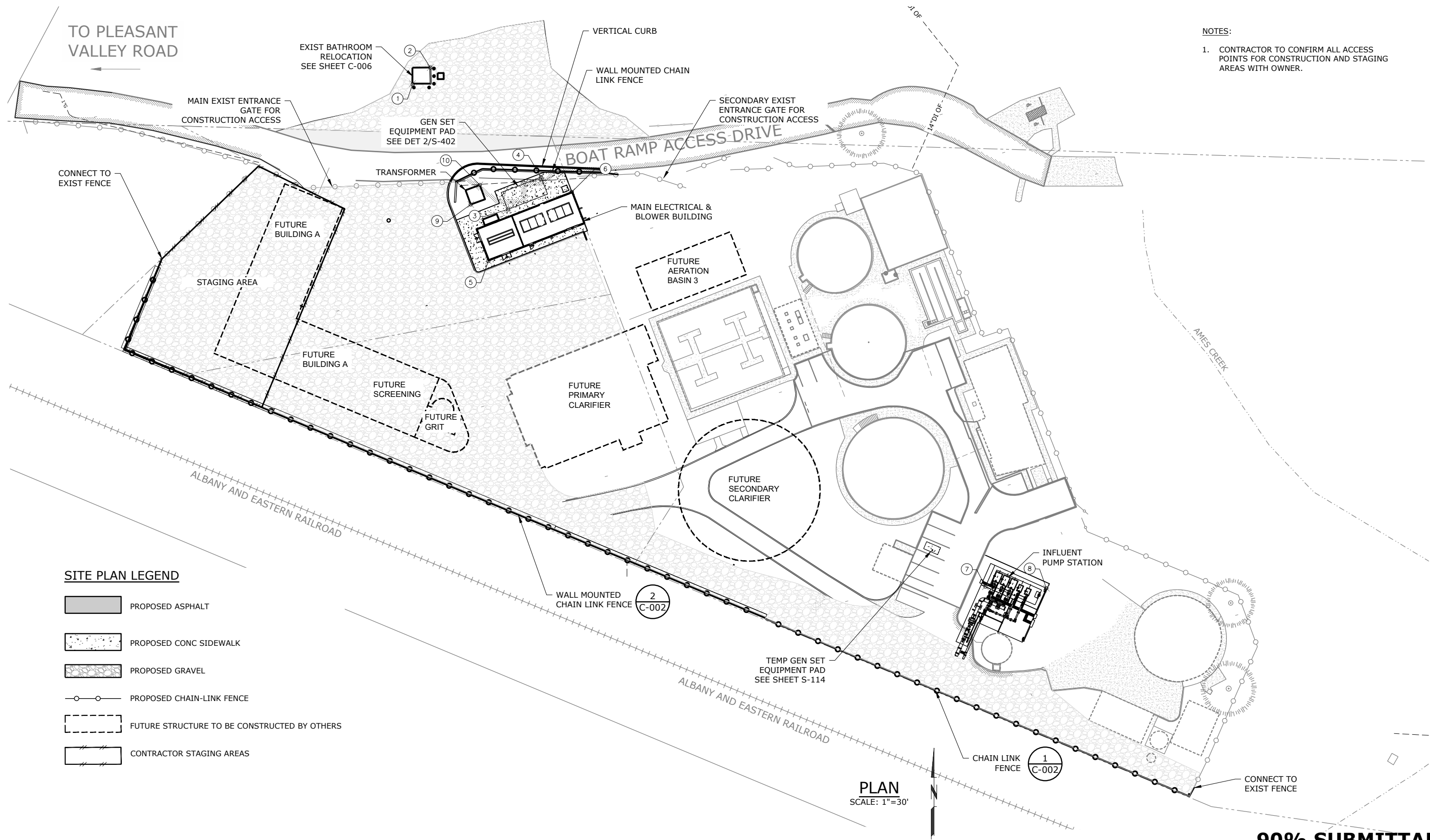
LOCATION MAP

SCALE: 1"=500'




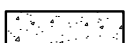

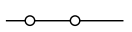

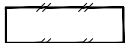
ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER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



NOTES:
 1. CONTRACTOR TO CONFIRM ALL ACCESS POINTS FOR CONSTRUCTION AND STAGING AREAS WITH OWNER.

SITE PLAN LEGEND

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

PLAN
 SCALE: 1"=30'

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

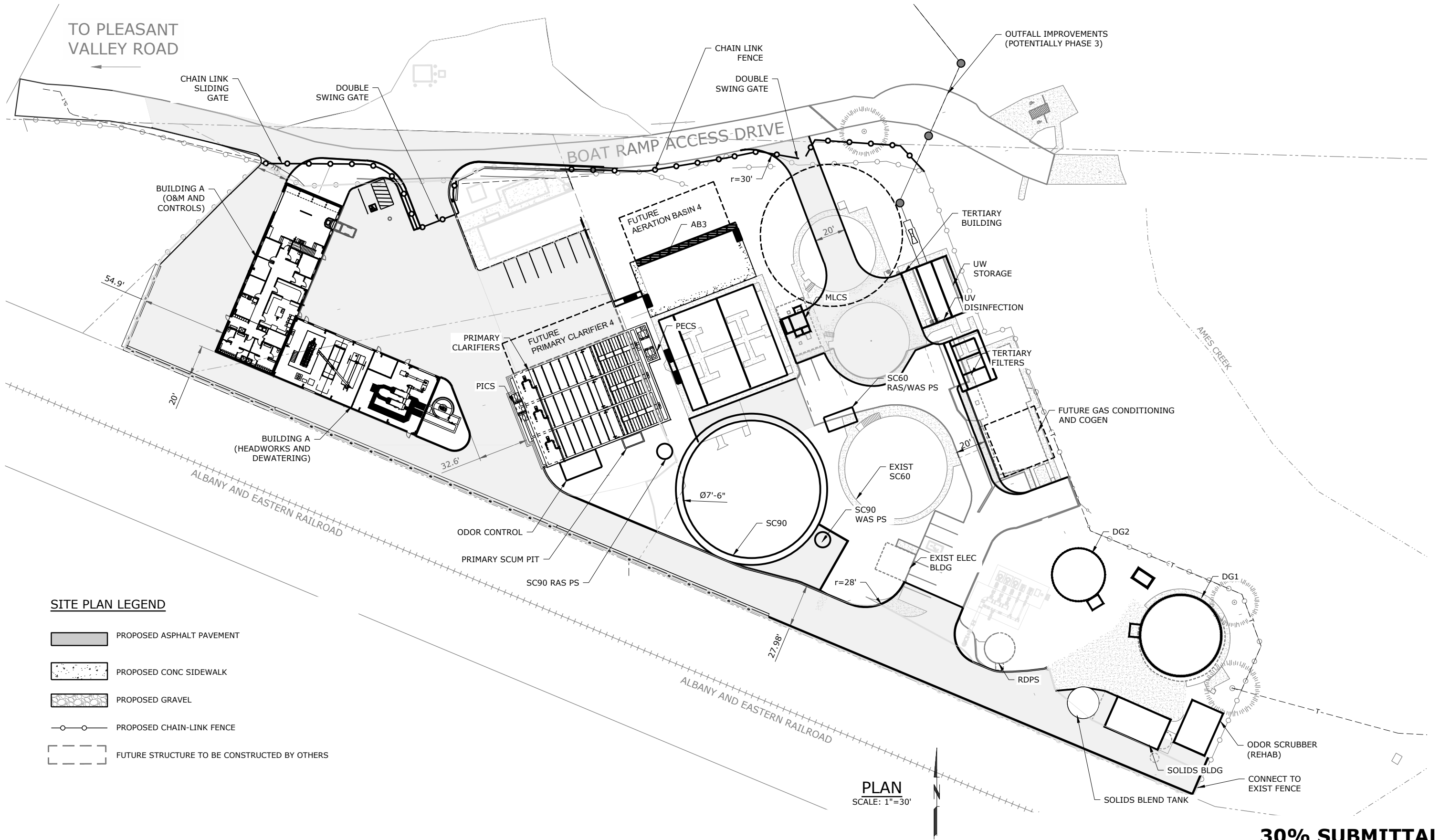


MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT PHASE 1

OVERALL SITE PLAN PHASE 1
 PROJECT NO.: 19-2065 SCALE: AS SHOWN DATE: JUNE 2022

SHEET
C-030
 XX of XXX

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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



MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT PHASE 2

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

SHEET
C-032
XX of XXX

Attachment B

Drawing S-002

SPECIAL INSPECTIONS:			
VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD
OSSC TABLE 1705.6, SOILS:			
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X	
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		X	
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		X	
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X		
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.		X	
OSSC TABLE 1705.3, CONCRETE CONSTRUCTION:			
1. INSPECT REINFORCEMENT AND VERIFY PLACEMENT.		X	OSSC 1908.4
2. REINFORCING BAR WELDING:			
A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706.		X	
B. INSPECT SINGLE PASS FILLET WELDS, MAXIMUM 5/16".	X	X	
C. INSPECT ALL OTHER WELDS.		X	
3. INSPECT ANCHORS CAST IN CONCRETE.		X	
4. INSPECT ANCHORS POST INSTALLED IN HARDENED CONCRETE MEMBERS.			
A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	X	X	
B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.		X	
5. VERIFY USE OF REQUIRED MIX DESIGN.		X	OSSC 1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X		OSSC 1908.10
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X		OSSC 1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.		X	OSSC 1908.9
9. INSPECT PRESTRESSED CONCRETE FOR:			
A. APPLICATION OF PRESTRESSING FORCES.	X		
B. GROUTING OF BONDED PRESTRESSING TENDONS.	X		
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.		X	
11. VERIFY IN-SITU CONCRETE STRENGTH PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.		X	
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.		X	
OSSC TABLE 1705.2, STEEL CONSTRUCTION:			
1. MATERIAL VERIFICATION OF HIGH STRENGTH BOLTS, NUTS AND WASHERS:			
A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS AND SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.		X	AISC 360, SECTION A3.3 AND APPLICABLE ASTM MATERIAL STANDARDS
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.		X	
2. INSPECTION OF HIGH STRENGTH BOLTING:			
A. SNUG TIGHT JOINTS.		X	AISC 360 SECTION M2.5
B. PRETENSIONED AND SLIP CRITICAL JOINTS USING TURN OF THE NUT WITHOUT MATCHMAKING, TWIST OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION.		X	
C. PRETENSIONED AND SLIP CRITICAL JOINTS USING TURN OF THE NUT METHOD MATCHMAKING OR CALIBRATED WRENCH METHODS OF INSTALLATION.	X		
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL:			
A. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360.		X	AISC 360, SECTION N2.1
B. FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS.		X	APPLICABLE ASTM MATERIAL STANDARDS
C. MANUFACTURER'S CERTIFIED TEST REPORTS.		X	
4. MATERIAL VERIFICATION OF COLD FORMED STEEL DECK:			
A. MANUFACTURER'S CERTIFIED TEST REPORTS.		X	
5. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:			
A. IDENTIFICATION MARKINGS TO CONFORM TO AWS SPECIFICATION IN THE APPROVED CONSTRUCTION DOCUMENTS.		X	AISC 360, SECTION A3.5 AND APPLICABLE AWS AS DOCUMENTS
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED.		X	
6. INSPECTION OF WELDING:			
A. STRUCTURAL STEEL AND COLD FORMED STEEL DECK:			
1. COMPLETE AND PARTIAL PENETRATION GROOVE WELDS.	X		AWS D1.1
2. MULTIPASS FILLET WELDS.	X		
3. SINGLE PASS FILLET WELDS > 5/16".	X		
4. PLUG AND SLOT WELDS.	X		
5. SINGLE PASS FILLET WELDS < 5/16".		X	AWS D1.3
6. FLOOR AND ROOF DECK WELDS.		X	
B. REINFORCING STEEL:			
1. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706.		X	AWS D1.4
2. REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT.	X		ACI 318, SECTION 4.2.2
3. SHEAR REINFORCEMENT.	X		
4. OTHER REINFORCING STEEL.		X	
7. INSPECTION OF STEEL FRAME JOINT DETAILS FOR COMPLIANCE:			
A. DETAILS SUCH AS BRACING AND STIFFENING.		X	
B. MEMBER LOCATION.		X	
C. APPLICATION OF JOINT DETAILS AT EACH CONNECTION.		X	

NOTE: SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL STRUCTURAL ELEMENTS REQUIRING SPECIAL INSPECTION REGARDLESS OF WHETHER THE WORK IS PERFORMED ONSITE OR OFFSITE (SHOP).

STRUCTURAL SUBMITTALS

SHOP DRAWINGS AND PRODUCT DATA SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO ORDERING, FABRICATION AND CONSTRUCTION REGARDING ALL STRUCTURAL ITEMS INCLUDING:

CONCRETE MIX DESIGNS
CONCRETE AND MASONRY REINFORCING STEEL
ITEMS EMBEDDED IN CONCRETE
STRUCTURAL STEEL

IF THE SHOP DRAWINGS DIFFER FROM OR ADD TO THE DESIGN OF THE STRUCTURAL DRAWINGS, THEY SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF OREGON. ANY CHANGES TO THE STRUCTURAL DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND ARE SUBJECT TO THE REVIEW AND ACCEPTANCE OF THE ENGINEER.

DESIGN DRAWINGS, SHOP DRAWINGS, AND CALCULATIONS FOR THE DESIGN AND FABRICATION OF ITEMS THAT ARE DESIGNED BY OTHERS, INCLUDING: COLD FORMED METAL STUDS, WINDOW WALL AND ALL OTHER GLAZING SYSTEMS. SHALL BEAR THE SEAL AND SIGNATURE OF A CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF OREGON AND SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION. CALCULATIONS SHALL BE INCLUDED FOR ALL CONNECTIONS TO THE STRUCTURE, CONSIDERING LOCALIZED EFFECTS ON THE STRUCTURAL ELEMENTS INDUCED BY THE CONNECTION LOADS. DESIGN SHALL BE BASED ON THE REQUIREMENTS OF THE OSSC.

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC. CONTRACTOR SHALL NOT BE RELIEVED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR SUBMITTALS BY THE ENGINEER'S REVIEW.

BRACING AND SHORING

DURING CONSTRUCTION THE STABILITY AND INTEGRITY OF THE EXISTING STRUCTURES SHALL BE MAINTAINED AT LEVELS GENERALLY ACCEPTABLE WITHIN THE CONSTRUCTION INDUSTRY BY THE USE OF BRACING, SHORING AND UNDERPINNING UNTIL THE PROPOSED STRUCTURAL MODIFICATIONS ARE COMPLETED. IN NO CASE SHALL THE EXISTING STRUCTURE BE ALLOWED TO BECOME UNSAFE DURING CONSTRUCTION.

BRACING AND SHORING SYSTEMS REQUIRED TO PROVIDE TEMPORARY SUPPORT OF THE EXISTING STRUCTURE DURING CONSTRUCTION SHALL BE DESIGNED TO SUPPORT THE DEAD, LIVE, SOIL, EARTHQUAKE AND WIND LOADS THAT MAY BE IMPOSED ON THE STRUCTURE DURING CONSTRUCTION IN ACCORDANCE WITH INDUSTRY STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRINCIPLES.

THE CONTRACTOR SHALL SUBMIT PROPOSED SHORING, BRACING AND UNDERPINNING SYSTEMS TO THE ENGINEER OF RECORD FOR REVIEW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE WORK.

NO CONSTRUCTION OF THE BRACING, SHORING OR UNDERPINNING SYSTEMS, DEMOLITION FOR ITS CONSTRUCTION OR ORDERING MATERIALS TAKE PLACE UNTIL THE CONTRACTOR HAS RECEIVED REVIEWED SUBMITTALS BY THE ENGINEER OF RECORD.

THE BRACING, SHORING AND UNDERPINNING SUBMITTALS SHOW LAYOUT, SIZE OF MEMBERS, CONNECTION DETAILS, CONSTRUCTION SEQUENCE AND STRUCTURAL CALCULATIONS PREPARED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER LICENSED IN THE STATE OF OREGON.

EQUIPMENT AND NON-STRUCTURAL COMPONENTS:

DETERMINE ACTUAL EQUIPMENT AND NON-STRUCTURAL COMPONENT WEIGHTS, LOCATIONS AND SIZES SUPPLIED FOR THIS PROJECT. NOTIFY ENGINEER IF WEIGHTS EXCEED ALLOWANCES AND IF EQUIPMENT FOOTPRINTS DIFFER FROM THAT SHOWN OR NOTED ON STRUCTURAL DRAWINGS.

FOR EQUIPMENT AND NON-STRUCTURAL COMPONENTS WEIGHING MORE THAN 400 POUNDS, PREPARE AND SUBMIT SEISMIC CONNECTION AND ANCHORAGE CALCULATIONS AND DETAIL SEALED AND SIGNED BY A PROFESSIONAL CIVIL OR STRUCTURAL ENGINEER REGISTERED IN THE STATE OF OREGON.

COORDINATE BETWEEN SUBCONTRACTORS TO INSURE THE FOLLOWING:

ADDITIONAL SECONDARY FRAMING IS PROVIDED AS REQUIRED. DESIGN OF EQUIPMENT SUPPORTS AND SECONDARY FRAMING BY THE VENDOR'S ENGINEER SHALL CONFORM TO OSSC REQUIREMENTS.

EDGES OF DECKING, SHEATHING, SLAB, ETC. ARE SUPPORTED AT ALL OPENINGS. PENETRATIONS MADE THROUGH STRUCTURAL MEMBERS SHALL BE REINFORCED TO CONFORM TO THE RECOMMENDATIONS OF THE VENDOR'S ENGINEER AND TO THE SATISFACTION OF THE ENGINEER OF RECORD.

OPENINGS, PENETRATIONS AND ACCESSORIES ARE LOCATED TO AVOID INTERFERENCE WITH STRUCTURAL ELEMENTS.

PRE-ENGINEERED ELEMENTS ARE DESIGN TO SUPPORT ALL WEIGHTS AND FORCES.

BRACE EQUIPMENT AND ACCESSORIES PER SMACNA SEISMIC RESTRAINT MANUAL. UNUSUAL DUCTWORK, PIPING OR CONDUIT CONFIGURATIONS THAT FALL OUTSIDE OF SMACNA MINIMUM LIMITS SHOULD BE SECURELY RESTRAINED TO PREVENT MOVEMENT.

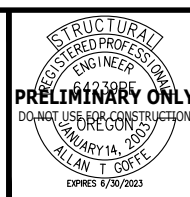
BRACE SUSPENDED CEILINGS IN ACCORDANCE WITH ASTM E580.

90% SUBMITTAL

NO.	DATE	BY	REVISION

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

ATG
DESIGNED
ATG
DRAWN
PVM
CHECKED



SPECIAL INSPECTIONS AND STRUCTURAL NOTES			
PROJECT NO.:	SCALE:	DATE:	JUNE 2022

SHEET
S-002
of



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	Phone: (541) 367-6359
	City of Sweet Home	Fax: (541) 367-7592
	1400 24 th Avenue	
	Sweet Home, OR 97386	

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 Special Inspections and Testing Services for the Sweet Home Mahler Water Reclamation Facility Phases 1 and 2 in Sweet Home, Oregon.

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