

**City of Sweet Home
Personal Services Contract for
City Engineering Services**

This Contract is by and between the City of Sweet Home (“City”) and Keller Associates, Inc (“Engineer”) for the performance of a Value Engineering Study for the Wastewater Treatment Plant Improvements Project.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to local Public Contracting law, and, having received zero proposals in response to the solicitation, City has directly appointed Engineer pursuant to local and state Public Contracting law, as provided by ORS 279C.110(10).

Engineer submitted its proposed scope and fees.

City has awarded the contract to Engineer.

B. CONTRACT EXHIBITS

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

Exhibit A – Scope of Work and Fee Proposal

Exhibit B – Oregon Personal Services Public Contracting Code Requirements

C. AGREEMENT

1. Schedule for Rendering Services

1.1 Commencement. Engineer is authorized to begin rendering services under this contract from the date of its execution.

1.2 Time for Completion. Engineer shall complete its obligations per the schedule presented in Exhibit A.

If, through no fault of Engineer, such time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

If City authorizes changes in the scope, extent, or character of Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

City shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then City shall be entitled to the recovery of direct damages, if any, resulting from such failure.

2. Scope of Work

Engineer shall provide all services and deliver all materials as specified in the attached Exhibit A and as may be described by future addenda to this Contract.

3. Compensation

3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in a lump sum amount not to exceed \$77,630, in accordance with Exhibit A.

3.2 Invoices. Within 60 days following City acceptance of project deliverables as identified in Exhibit A, Engineer shall invoice the City in summary form, itemized by work tasks, for all services performed under this contract. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer 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 Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer 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, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Contractor Is an Independent Contractor

Engineer 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 Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work. Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under the Contract and will not have any amounts withheld by City to cover Engineer's tax obligations. Engineer 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: Greg Springman, Public Works Director
City of Sweet Home
1400 24th Ave
Sweet Home, OR 97386
Phone: (541) 367-6359
Fax: (541) 367-7592

Engineer: Peter Olsen, PE, Project Manager
245 Commercial St SE, Suite 210
Salem OR 97301
Phone: (503) 364-2002

6. Indemnification

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

7. Insurance Requirements

7.1 During the term of this Contract, Engineer 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):
 - \$1,000,000 – each occurrence (bodily injury)
 - \$2,000,000 – general aggregate
 - \$1,000,000 – 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. Professional Liability for Errors and Omissions insurance covering Engineer'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 Engineer 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, Engineer shall furnish City with executed copies of such policies of insurance. Engineer 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 Engineer's 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 Engineer, 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 Engineer 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. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this paragraph.

9. Hours of Employment

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

10. Assignments and Subcontractors

Engineer may not assign or subcontract any of its responsibilities under this Contract without City's prior written consent. Engineer'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, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer 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 Engineer 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 Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any materials furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

Notwithstanding the aforementioned, Engineer retains a right to reuse such documents on future projects.

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

Engineer. Upon termination under this paragraph, Engineer 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 Engineer. Pursuant to this paragraph, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Engineer can show good cause beyond its control for the delay.

13.2 City may unilaterally order Engineer to suspend all or part of the services under this Contract. If City suspends certain services under this Contract and later orders Engineer to resume those services, Engineer 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 Engineer, 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 Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

Either City or Engineer 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 Engineer fails to perform in the manner called for in this Contract or if Engineer 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 Engineer setting forth the manner in which Engineer is in default. Engineer 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 Engineer, 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 Engineer shall pay to City the amount of the reasonable excess.

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

16.3 If City breaches this Contract, Engineer's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Engineer 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, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer 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, Engineer 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 Engineer 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. ENGINEER 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

Engineer 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, Engineer 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 Engineer'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.

Engineer, 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. Engineer 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 Engineer agrees that:

Engineer is an experienced engineering 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.

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

Engineer 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 Engineer shall be prepared in accordance with the standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

21. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the documents prepared by Engineer which deviate from the standard of care set forth in Section 20. Engineer shall correct at no additional cost to City any and all such errors and omissions in the documents prepared by Engineer or its sub-consultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

22. Contract Performance

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

23. 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 Engineer'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, Engineer shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever

is longer. Engineer shall provide full access to these records to City, and City's duly authorized representatives in preparation for and during litigation.

24. Representations and Warranties

Engineer represents and warrants to City that (1) Engineer 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 Engineer enforceable in accordance with its terms, (3) Engineer 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 of other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

25. 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 Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.

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

26.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, 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 Engineer has performed requisite project management and oversight duties.

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

26.7 City shall pay Engineer in accordance with paragraph 3 and Exhibit A of this Contract, upon receipt of Engineer'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 Engineer, 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 Engineer 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 Engineer to secure written authorization for extra work shall constitute a waiver of all rights to an adjustment in the Agreement price or Agreement time.

26. Governing Law, Jurisdiction, Venue

26.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law.

26.2 In the event of any disputes hereunder, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties may mediate their dispute before a mediator acceptable to both parties. If they cannot agree on the selection of a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities.

26.3 Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Agreement 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. ENGINEER BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

27. Attorney Fees

If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.

28. 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.

29. 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. Engineer shall not be liable for any consequential damages under this Contract.

30. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the state of Oregon, Engineer 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. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the state of Oregon prior to entering into this Contract.

31. Confidentiality

Engineer 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 Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's sub-consultants to maintain the confidentiality of information of City.

32. Force Majeure

Engineer 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.

33. 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 Engineer of the same or any other provision. City's consent to or approval of any act by Engineer 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 Engineer, whether or not similar to the act so consented to or approved.

34. 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.

35. Survival

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

36. 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.

37. 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.

38. 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.

39. Certificate of Compliance with Oregon Tax Laws

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

40. Time is of the Essence

Time is of the essence under this Contract.

CITY OF SWEET HOME

ENGINEER

By: _____

By: _____

Authorized Signature

Name: Ray Towry

Name: James Bledsoe, PE

Title: City Manager

Title: Principal

Date: _____

Date: _____

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

Approved as to form.

By: _____

Name: Robert Snyder

Title: City Attorney

Date: _____

Exhibit A

Scope of Work and Fee Proposal

Date: October 23, 2020

Project Number: KA# 220130-000

Project Name: Sweet Home WWTP – Value Engineering Study

PROJECT DESCRIPTION

The City of Sweet Home (City) is currently under contract with Murraysmith for the design of a major wastewater treatment plant (WWTP) expansion project. The project includes upgrades to the influent pump station, a headworks screening facility, a primary clarifier, a secondary clarifier, expansion of the existing aeration basin, installation of a cloth media filter, and conversion of chlorine disinfection to UV disinfection. The plan also includes a new solids thickener, new anaerobic digester, repurposing the existing sludge storage tank to a secondary anaerobic digester, new dewatering equipment, and a new administration building with a lab. The improvements are designed to decrease the operations and maintenance, improve effluent quality and consistency, and meet current and future permitting requirements for the next 20-years. The design is currently 60% complete.

A Value Engineering Analysis is the next step to satisfy funding agency requirements. A Value Engineering Analysis examines the function and cost of each improvement, with the chief goal that the improvements provide the best overall value to the City. The City would like Keller Associates (Engineer) to perform the Value Engineering Analysis to satisfy USDA's and DEQ's infrastructure financing application requirements and to provide an experienced, independent, outside view of the improvements. The Design Engineer (Murraysmith) and City staff will review the Value Analysis Report and make decisions on which ideas to incorporate into the 90% Design. The services to be completed by the Engineer are described below.

Task 1 – Project Management

Engineer Responsibilities:

- 1.1. Project Management. Provide general project management, including contract administration, project accounting, and internal project administration.
- 1.2. Workshop Documents. The Engineer will provide an outline, agenda, and schedule for the value analysis workshop.
 - 1.2.1. Project management will include a written job plan, that outlines the scope and methodology of the value analysis as well as the schedule and deliverables. The Engineer will orient the value analysis team at the start of the workshop.

Assumptions:

- Project management budget is based on project as described in the Schedule section below.

Deliverables:

- Project meeting agendas and minutes.
- Project schedule.

Task 2 – Pre-Workshop Preparation

Engineer Responsibilities:

- 2.1 Request for Information. The Engineer will assemble a request for information (RFI) to prepare for the Value Analysis. The RFI will include a request for the 2016 Wastewater Facilities Plan, Schematic Design

Report and appendices including the NPDES permit and the 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).

2.2 Data Review. The Engineer will review information collected from the Design Engineer (Murraysmith) and City staff in preparation for the workshop. The Engineer will also prepare rough cost and energy models to utilize during the workshop to provide feedback to the value analysis team.

City Responsibilities:

- Provide the 2016 Wastewater Facilities Plan, Schematic Design Report and appendices including the NPDES permit, and the 60% design package including drawings, specifications, and Engineer's opinion of probable construction costs (OPCC).
- Provide any additional documents, such as record drawings, operation and maintenance costs, and other existing reports, that may be helpful for the Value Analysis.
- Arrange for desired City staff and Design Engineer staff to attend the Value Analysis Workshop targeted to take place the week of November 30th.

Deliverables:

- RFI in the form of an email to the City's project manager.
- Workshop outline, agenda, and schedule.

Task 3 – Value Analysis Workshop and Report

Engineer Responsibilities:

- 3.1. Workshop: The Engineer will lead a four-day workshop meeting with the Design Engineer (Murraysmith) and City staff to discuss the 60% design package. The Engineer will provide a minimum of four qualified professional engineers for the workshop who are experienced in wastewater treatment design, operations, construction, and value engineering.
 - 3.1.1 The workshop sessions will include an information and function phase, creative phase, evaluation phase, development phase, and closing/presentation phase. It is understood that the Design Engineer will present a project overview on the first day of the workshop, be available during the workshop for questions, and be present for the closing phase of recommended concepts from the value analysis team.
 - 3.1.2 The value analysis team will tour the existing WWTP as part of the information and function phase on the first day of the workshop to view existing conditions and operational procedures.
 - 3.1.3 The value analysis will include a review of the design criteria (both liquids and solids), plant schematic and layout, and redundancy provisions. The design criteria review will rely on the Design Engineer (Murraysmith) summary of data and does not include a separate data review.
 - 3.1.4 The value analysis team will provide constructive input and feedback based on the review of the materials.
 - 3.1.5 The value analysis team will evaluate process components and recommend cost saving alternatives and/or approaches to achieve similar or better treatment performance.
 - 3.1.6 The value analysis team will evaluate or recommend energy efficient options that may provide savings over the lifespan of plant operations.
 - 3.1.7 The value analysis team will review operational functionality of the proposed improvements and provide recommendations to improve operational efficiencies.
 - 3.1.8 The value analysis team will review constructability and OPCC and provide recommendations

related to constructability.

3.1.9 During the creative phase typically a large number of ideas are generated. The ideas will be ranked as part of the evaluation phase, based on advantages and disadvantages. During the development phase, the best ideas will be further defined to allow a comparison to be made on the value of the alternative to the current 60% design package (base case).

3.1.10 At the conclusion of the workshop, the Engineer will present the workshop results and recommendations, which will be included in the value analysis report.

3.2. Value Analysis Report: Following the workshop, the Engineer will prepare a draft written report which documents the workshop findings and recommendations. The draft report will be sent to the City and Design Engineer (Murraysmith) for comment. Following receipt of any City comments, the Engineer will address the comments and provide a final version of the report to the City. It is assumed that the decision on the implementation will be made by the City and the Design Engineer (Murraysmith) following finalization of the value analysis report.

City Responsibilities:

- Provide a venue with WiFi access for the value analysis workshop.
- Provide operations staff for a WWTP tour.
- Attend the value analysis workshop and provide input.
- Provide comments on the draft Value Analysis Report.

Assumptions:

- The Engineer will rely on the provided information to complete the work.
- The implementation of any of the alternatives identified in the value analysis report will be documented by others.

Deliverables:

- Draft Value Analysis Report in PDF format.
- Final Value Analysis Report in PDF format.

Additional Services

Any other efforts not described in Tasks 1 to 3 shall be considered additional services. As this may cause delays in the schedule, the Engineer and the City will agree to a negotiated fee and revised schedule to complete any additional services before the additional work begins.

SCHEDULE

The Engineer anticipates the following project schedule. Cooperation by the City and Design Engineer (Murraysmith) in scheduling the four-day value analysis workshop will be critical to meeting this schedule. The number of days associated with each of the tasks is approximate and assumes timely delivery of requested information. The actual schedule may vary.

Task	Schedule	Comments
Task 1 – Project Management	45 Days	An overall schedule of 45 days has been assumed.
Task 2 – Pre-Workshop Preparation	15 days	Schedule for this task will begin upon receipt of signed contract.
Task 3 – Value Analysis Workshop and Report	30 days	Schedule for this task will begin following the Engineer receiving information requested in the RFI produced in Task 2.

CONTRACT SUM

The Engineer will be compensated on a Lump Sum basis, for the services outlined above, as illustrated in the following table.

As compensation for services to be performed by Engineer, the Owner will pay Engineer as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner.

Task	Description	Budget
Task 1	Project Management	\$4,960
Task 2	Pre-Workshop Preparation	\$18,050
Task 3	Value Analysis Workshop and Report	\$54,620
Total		\$77,630

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.