



CITY OF SWEET HOME CITY COUNCIL AGENDA

December 13, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WiFi Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 971-203-2871 and enter the meeting ID to be logged in to the call. Meeting ID: 321 716 901#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order and Pledge of Allegiance

II. Roll Call

III. Consent Agenda:

- a) [Request for Council Action – Updated Salary Schedule](#)
- b) [Request for Council Action – Appointment to Boards and Committees](#)
- a) Approval of Minutes:
 - i) [2022-11-08 City Council Minutes](#)

IV. Recognition of Visitors and Hearing of Petitions:

- a) Presentation - Boys and Girls Club of the Greater Santiam - Tyler Reese
- b) Presentation - Sweet Home Police Department K9 Update - Officer Prather

V. Old Business:

- a) [Information Only - Pleasant Valley Bridge Water Main Repair](#)
- b) [Request for Council Action - Amendment to ODOT US 20/OR 228 ADA Ramp IGA](#)

VI. New Business:

- a) [Proclamations - Certification of Election Results](#)
- b) [Request for Council Action - New Bandstand for Sankey Park](#)
- c) [Request for Council Action - Pacific Power Oregon Clean Fuels Electric Mobility Grant Application](#)

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

- d) [Request for Council Action - Proposed Vacation of Redwood Street](#)
- e) [Request for Council Action - Water Treatment Plant Raw Water Valve Replacement](#)
- f) [Request for Council Action - Mahler WRF Electrical Equipment Procurement](#)
- g) [Request for Council Action – OpenGov Procurement Software](#)

VII. Ordinance Bills

VIII. Reports of Committees:

Ad Hoc Committee on Health

Administrative and Finance/Property

- i) [2022-12-06 Administration, Finance and Property Committee Minutes](#)

Area Commission on Transportation

Chamber of Commerce

Charter Review Committee

Council of Governments

Legislative Committee

Library Advisory Board

Park and Tree Committee

Solid Waste Advisory Council

Youth Advisory Council

IX. Reports of City Officials:

Mayor's Report

City Manager's Report

X. Department Director's Reports

Library Services Director

- i) [Library Monthly Report November 2022](#)

Community and Economic Development Director

- i) [Community & Economic Development Department Monthly Report for November, 2022](#)

Public Works Director

- i) [Public Works Monthly Report November 2022](#)

- ii) [Mahler WRF Monthly Report November 2022](#)

Finance Director

Police Chief

- i) [Police Department Monthly Report October & November 2022](#)

City Attorney

XI. Council Business for Good of the Order

XII. Adjournment



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Updated Salary Schedule

Preferred Agenda: December 13, 2022

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: Sweet Home City Charter

Towards Council Goal: **BE AN EFFECTIVE AND EFFICIENT GOVERNMENT**

1. Update and streamline processes
2. Develop continuity in planning and permitting processes.
3. Invest in long-term staff stability & training.
4. Develop transparency in all communication.
5. Continue to implement financial “best” practices
6. Employ sound technology to maximize efficiency.

Attachments: Resolution No. 35 for 2022

Purpose of this RCA:

Council consideration for updated salary schedule.

Background/Context:

Resolution No. 31 for 2022 was presented to Council on October 25, 2022. The salary for the Chief of Police was missing from the schedule. Resolution No. 35 for 2022 fixes the schedule.

The Challenge/Problem:

Accurate salary schedule.

Stakeholders:

- Community – Communication is vital for transparency and public involvement.
- Staff – There is a need for updated salary schedule that is accurate.
- Council – Council support for salary schedule for Chief of Police.

Issues and Financial Impacts:

NA

Elements of a Stable Solution:

The City Council has a goal of investing in long-term staffing & training. An updated salary schedule is necessary for that goal.

Options:

1. Option #1 – Do nothing.
2. Option #2 – Not approve the salary schedule and director staff with amendments to bring back to Council.
3. Option #3 – Approve Resolution No. 35 for 2022 by motion.

Recommendation:

Option #3 – Make a motion to approve Resolution No. 35 for 2022.

RESOLUTION NO. 35 FOR 2022

A RESOLUTION ESTABLISHING SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES.

WHEREAS, the City of Sweet Home wishes to formally adopt a salary plan for its Non-Represented Employees.

NOW, THEREFORE, the City of Sweet Home resolves as follows:

The attached salary schedules for Non-Represented full-time and part-time positions are adopted for positions currently authorized as shown in Exhibit "A".

This Resolution hereby replaces Resolution No. 31 for 2022 and shall be effective immediately upon passage by the City Council and signature of the Mayor.

PASSED BY THE City Council and approved by the Mayor this 13th day of December 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

RESOLUTION NO. 31 FOR 2022
EXHIBIT A

SALARY SCHEDULE
July 1, 2022 – June 30, 2023
NON-REPRESENTED EMPLOYEES MANAGEMENT
(3.25% COLA)

Step Position	A	B	C	D	E	F
COURT ADMINISTRATOR	4,230	4,442	4,664	4,805	4,949	
FINANCIAL OPERATIONS MANAGER						
ASSOCIATE PLANNER	4,653	4,887	5,130	5,285	5,444	
COMMUNICATIONS MANAGER						
ADMINISTRATIVE SERVICES MANAGER	5,318	5,583	5,863	6,039	6,220	
UTILITIES MANAGER						
OPERATIONS MANAGER	5,380	5,663	5,961	6,141	6,326	
STAFF ENGINEER	5,627	5,923	6,235	6,422	6,616	
LIBRARY DIRECTOR	5,725	6,025	6,341	6,532	6,728	
PUBLIC WORKS DIRECTOR	6,648	6,979	7,329	7,549	7,774	
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR	7,482	7,855	8,248	8,495	8,750	
FINANCE DIRECTOR	7,518	7,894	8,289	8,537	8,793	
CITY MANAGER	10,000	10,625	11,250	11,875	12,500	
CHIEF OF POLICE	8,034	8,436	8,857	9,123	9,397	9,679
POLICE CAPTAIN	7,192	7,552	7,929	8,167	8,412	8,833
COMMUNICATIONS COMMANDER	5,049	5,302	5,568	5,735	5,906	6,202
SERGEANT	5,836	6,128	6,434	6,628	6,826	7,167



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Appointment to Boards and Committees

Preferred Agenda: December 13, 2022

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion x Roll Call ____ Other ____

Relevant Code/Policy: SHMC Chapter 2.10 City Committees

Towards Council Goal: Vision Statement II. WE ASPIRE to have an effective and efficient local government

Attachments: Applications for Boards and Committees

Purpose of this RCA:

Appointment to the Planning Commission and Park and Tree Committee

Background/Context:

There are two vacancies on the Park and Tree Committee. Lena Tucker and Nancy Patton have applied for reappointment. The Administration, Finance and Property interviewed Nancy Patton and Lena Tucker on August December 6, 2022. They recommended reappointment to a four year term.

There are also vacancies on the Planning Commission. All members have applied for reappointment and several applicants have applied for one vacancy. The Administration, Finance, and Property Committee interviewed many of the applicants on December 6, 2022. They recommend reappointing Dr. Henry B. Wolhuis to the Planning Commission for a four year term. Additional recommendations will be discussed and presented following interviews on December 13, 2022.

The Challenge/Problem:

Vacancies on Boards and Committees

Stakeholders:

- City of Sweet Home Staff – Staff benefits by having full committees that provide direction and recommendations that are consistent with law.
- City of Sweet Home Management - Management is more effective and efficient with clear, updated, best practices for policy as recommended by committees.
- Sweet Home Residents – Residents and taxpayers essentially pay the price when policies lead to inefficient operations or practices.

Issues and Financial Impacts:

None known

Elements of a Stable Solution:

Appoint committee members to vacancies who are willing to serve a full term and available for scheduled meetings of the committee.

Options:

1. Option #1 – Do Nothing
2. Option #2 – Seek additional applicants
3. Option #3 – Make a motion to appoint Lena Tucker and Nancy Patton to the Park and Tree Committee, and Henry B. Wolthuis to the Planning Commission, for a four-year term.

Recommendation:

Staff recommends Option #3 - Make a motion to appoint Lena Tucker and Nancy Patton to the Park and Tree Committee, and Henry B. Wolthuis to the Planning Commission, for a four-year term.



CITY MANAGER'S OFFICE

3225 Main Street
Sweet Home, OR 97386
541-367-8969 541-367-1215 FAX
Jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Henry B. Walthers

Permanent Address: [REDACTED]

Mailing Address: [REDACTED]

Contact Phone Number: [REDACTED]

E-Mail Address: walt [REDACTED]

Preferred method of contact: Mail Phone Email 911

Occupation: Retired Dentist Employer: Self

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission Library Board

Board of Appeals Park and Tree Committee

Charter Review Committee All Hazard Mitigation Committee

Are you applying for reappointment: Yes No

If yes, how long have you served in this capacity: _____ Year(s) _____ Month(s)

1. How long have you lived in the area: 55 Year(s) _____ Month(s)

2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position.
Planning Comm. City Council

3. List current involvement in other community groups and/or activities.
Rotary Club

4. What special contribution do you feel you can make to the group/position you are applying for?
Pleased to serve if & when needed

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Henry B. Walthuis, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

A Criminal History Check (CCH) may be performed as part of the City of Sweet Home appointment process for City Boards, Committees, and Commissions. I acknowledge that a refusal to allow the CCH to be performed, when required, will cause my application to no longer be considered.

PUBLIC DISCLOSURE:

The City sometimes receives requests for contact information for members serving on City boards, commissions and committees. As an appointed public body volunteer serving the City of Sweet Home, the information provided on this application is considered public record.

My signature acknowledges that the information I have provided on the application is true and complete to the best of my knowledge and I understand that a CCH may be performed, when required, and that the information provided on this application is considered public record.

Henry B. Walthuis
Signature

Nov 17 2022
Date of Signature



CITY MANAGER'S OFFICE

3225 Main Street
Sweet Home, OR 97386
541-367-8969 541-367-1215 FAX
Jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Nancy Marie Patton
Permanent Address: [REDACTED] / Sweet Home OR 97386
Mailing Address: same
Contact Phone Number: [REDACTED]
E-Mail Address: [REDACTED]@aol.com
Preferred method of contact Mail Phone Email
Occupation: Owner Employer: Trash to Treasure (12 years)

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission Library Board
 Board of Appeals Park and Tree Committee
 Charter Review Committee All Hazard Mitigation Committee

Are you applying for reappointment Yes No

If yes, how long have you served in this capacity: 16 Year(s) _____ Month(s)

1. How long have you lived in the area: 18 Year(s) _____ Month(s)
2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position.
Served on this Board for a long time, fundraisers and improved the Skate Park, been in every Harvest Day Festival, Movies in Park, part of the new Sanky Park from the conception. Many activities.
3. List current involvement in other community groups and/or activities.
Created/ operate the 8th Annual Kids Free Christmas Store, teach Sunday school, SH Chamber member, work Miss Oregon USA pageant, Charter School activities, I sponsor numerous events through my busines
4. What special contribution do you feel you can make to the group/position you are applying for?
I am energetic and passionate about our community and love promoting our Parks.

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Nancy Marie Patton, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

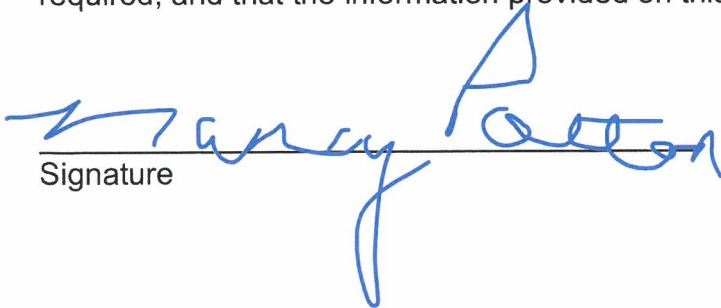
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Signature

Nov. 17, 2022
Date of Signature



CITY MANAGER'S OFFICE

3225 Main Street
Sweet Home, OR 97386
541-367-8969 541-367-1215 FAX
Jfisher@sweethomeor.gov

BOARD/COMMITTEE/COMMISSION APPLICATION

Applicant Information (Please type/print clearly):

Name: Lena Tucker
Permanent Address: [redacted] ad Sweet Home, OR 97386
Mailing Address: same as above
Contact Phone Number: [redacted]
E-Mail Address: [redacted]@centurytel [redacted]
Preferred method of contact: Mail Phone Email
Occupation: Retired Employer: _____

Please mark the Board, Commission or Committee in which you are interested in serving:

Budget Committee Planning Commission Library Board
 Board of Appeals Park and Tree Committee
 Charter Review Committee All Hazard Mitigation Committee

Are you applying for reappointment Yes No

If yes, how long have you served in this capacity: 16? Year(s) _____ Month(s)

1. How long have you lived in the area: 18 Year(s) _____ Month(s)
2. Please give a brief description of your experiences or training that you feel qualifies you for this particular position.
My formal education and work background is in Forest Management
3. List current involvement in other community groups and/or activities.
Linn County Small Woodland Owners; Chintimini Wildlife Center volunteer
4. What special contribution do you feel you can make to the group/position you are applying for?
Expertise in selection and care of urban trees, also native plants.

RESIDENCY:

The following applies for appointments that require residency and elector status:

I, Lena Tucker*, certify that I currently reside within the corporate limits of the City of Sweet Home and am an eligible elector as defined by ORS 246.012(5). I further acknowledge that should either my residency or my eligibility as an elector change I will notify the City of Sweet Home immediately.

** Technically I live outside the city limits.*

CRIMINAL HISTORY BACKGROUND CHECK (CCH):

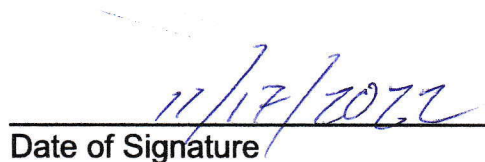
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Signature


Date of Signature



CITY OF SWEET HOME CITY COUNCIL MINUTES

November 08, 2022, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

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This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

Roll Call

PRESENT

Mayor Greg Mahler
President Pro Tem Diane Gerson
Councilor Dave Trask
Councilor Lisa Gourley
Councilor Susan Coleman
Councilor Angelita Sanchez

ABSENT

Councilor Dylan Richards

STAFF

City Manager Kelcey Young
Community and Economic Development Director Blair Larsen
Administrative Services Manager Julie Fisher
City Attorney Robert Snyder
Library Services Director Megan Dazey
Public Works Director Greg Springman
Interim Police Chief Jason Ogden

YAC Representative Tea Herrera

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

MEDIA

Benny Westcott, The New Era

Motion to approve Councilor Richards absence made by Councilor Gourley, Seconded by President Pro Tem Gerson.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

Consent Agenda:

Motion made to approve the consent agenda by Councilor Trask, Seconded by Councilor Gourley.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

Approval of Minutes:

- a) 2022-10-25 City Council

Recognition of Visitors and Hearing of Petitions:

Bill McKennon addressed the Council about his concerns regarding people living in RVs around Sweet Home. The Council responded with efforts that are being made to address the problem. Police Chief Ogden explained the high cost to tow an RV which is typically more than the value, making enforcement difficult.

- a) Special Recognition - Life Saving Award

Mayor Mahler expressed his appreciation to our police officers and the excellent team of professional we have in place. Mayor Mahler stated the police officers don't get enough appreciation for the difficult jobs they do.

City Manager Kelcey Young also thanked the department and families for their hard work and dedication.

Interim Chief of Police Jason Ogden presented Detective Geoff Hamlin and Officer Ryan Cummings with a Life Saver award for their quick thinking and professionalism that saved the life of a fellow employee. City Manager Kelcey Young presented Interim Chief Ogden with a Life Saver award for his leadership and direction during the same event.

Interim Chief of Police Jason Ogden presented Officer Sean Potter for his heroism and quick thinking that saved the life of an injured motorcyclist. Officer Potter applied a tourniquet when he realized the patient suffered a severed artery. Doctors stated if he hadn't taken that action, the motorcyclist would have died.

- b) Presentation - Grove, Mueller, and Swank - FY 21-22 Audit

Ryan Pascerilla, CPA with Grove, Mueller, and Swank, presented the 2021 Audit. He reported the Audit due to be completed June 2021 wasn't finished until August 2022. Although the Audit was filed late, it is getting a clean opinion from Grove, Mueller, and Swank and it is their opinion are no errors in the document. The Auditors have submitted a letter addressing internal controls. They have two levels of letters: Significant Issues or Material Weakness. Due to the issue of account reconciliations, they have issued a material weakness letter.

It was reported an extension will be requested for the 2022 Audit. Audit extensions are requested from 20% of clients every year. Consultant Matt Brown, working for the City, has recommended process changes.

There was a question on building fund deficiencies which was explained as an entry error.

Old Business:

New Business:

- a) City Council Meeting Cancellation - November 22nd & December 27th

With no objection from Council, the Mayor canceled the second meetings in November and December.

- b) Request for Council Action – Resolution No. 32 for 2022 - Support of Oregon Mayor's Association Taskforce on Homelessness Plan

City Manager Kelcey Young explained the Oregon Mayor's Association has assembled a task force to create a budget for direct allocation for cities to work on issues and challenges of homelessness. Sweet Home would receive \$395K towards Capital improvement projects, security, and funding for potential solutions.

Motion to support the Oregon Mayor's Association and the Task Force and approve Resolution No. 32 for 2022 made by President Pro Tem Gerson, Seconded by Councilor Gourley.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

- c) Request for Council Action - Resolution No. 33 for 22 - Ameresco Audit Services Agreement for LED Streetlight Conversion and Sole Source Resolution

Community and Economic Development Director Blair Larsen stated in March 2021, Council was given a presentation by Ameresco for conversion to LED lamps in the street lights owned by Pacific Power. Pacific Power only upgrades lights when there is a failure or necessary replacement. Cities aren't able to take advantage of cost savings of LED. Ameresco is a company who pays to change the lights to LED, and then the City pays for improvements from new rates savings over a 7-10 year period. An audit to determine the scope of work and financing agreement is necessary. Ameresco is the only company who works with Pacific Power. The Resolution would approve the audit and sole source procurement findings. The audit agreement is estimated to be \$27K which is included in the financing of the project.

Motion to Approve Resolution No. 33 for 2022 and approve commencement with the audit by Ameresco made by Councilor Gourley, Seconded by Councilor Coleman.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

- d) Request for Council Action - Mahler WRF Equipment Pre-Purchase and Interim Improvement Project

Public Works Director stated the WWTP Phase 1 bid came in 25% higher than the engineers estimate. The City's procurement policy does not allow the City to move forward. Staff and consultants met to come up with a viable solution. It was determined that some of the equipment needed in Phase 2 could be pre purchased and used now to help get solids out of the plant quicker. The proposal includes the pre purchase of a generator, switch gears and sludge tank. The equipment will go back in the new building. The cost of the pre purchase would be close to 4 million and would come from the WWTP Grant funding.

Motion made to approve the Mahler WRF equipment pre purchase by Councilor Gourley, Seconded by Councilor Coleman.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley,

Councilor Coleman, Councilor Sanchez

e) Request for Council Action - Mahler WRF Outfall Replacement

Public Works Director stated potential adverse effects to the Santiam River and Ames creek could happen during an overflow event. The request is to work with Pacific Habitat to help with the Environmental Assessment. Funds are in the current WWTP budget.

Motion made to approve the Mahler WRF Outfall Replacement by Councilor Coleman, Seconded by Councilor Gourley.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

f) Information Only - Task Order No. 13 Operational Process Control and Plan Development Services Project

Public Works Director stated the City's operations plan is a 1970s document. DEQ is requiring the City to update the plan. Consultants will be used for Operational Process Control and Plan Development using Professional Services Funds already allocated in the Public Works budget.

City Manager Kelcey Young added the task order has been already approved as part of contract with West Yost. Staff is going above and beyond meeting DEQ requirements.

g) Request for Council Action - Resolution No. 34 for 2022 - Parade of Lights

Community and Economic Development Director Blair Larsen introduced the request for the Annual Christmas Parade of Lights scheduled for Dec 10. The use of Main Street has been approved by ODOT.

Lagea Mull, Executive Director of the Chamber explained safety measures the Chamber will take to ensure the safety of the participants.

Motion made by Councilor Gourley, Seconded by Councilor Trask.

Voting Yea: Mayor Mahler, President Pro Tem Gerson, Councilor Trask, Councilor Gourley, Councilor Coleman, Councilor Sanchez

Ordinance Bills

Reports of Committees:

Ad Hoc Committee on Health

Councilor Sanchez reported she will be on the FAC Board and will report back after the first meeting.

Councilor Gourley reported the Ad Hoc Health Committee will be meeting Thursday at 5:30 PM. Hut building at the High School took place on Saturday with over 100 volunteers participating.

Library Advisory Board

Library Services Director Megan Dazey explained the Fine Free Library program.

Reports of City Officials:

Mayor's Report

No Report.

City Manager's Report

City Manager Kelcey Young reported Election has just closed and the ballots have been picked up. Results will be posted on the Linn County Election website.

Interviews for the Chief of Police will take place on Nov. 16, and a Community Meet and Greet for candidates will be held at City Hall on Nov. 3.

The City Manager has set office hours on Thursdays from 1-2:20 PM. Anyone can make appointments during this time to discuss issues or learn more about the City.

An Administrative and Finance Committee meeting was scheduled for Dec. 6 at 1pm to

A Finance Director recruitment update was given. Consultant Matt Brown is willing to continue in a part time capacity into the new year while the recruitment continues.

Department Director's Reports (1st meeting of the Month)

Library Services Director

- a) Sweet Home Public Library Monthly Report October 2022

A written report was included in the packet.

Community and Economic Development Director

- a) Community and Economic Development Monthly Report October 2022

A written report was included in the packet.

Public Works Director

- a) Public Works Monthly Report October 2022

Councilor Susan Coleman had a question regarding the large amount of chemicals discharged into the City sewer system during the summer months.

- b) Mahler WRF Improvement Project Monthly Report

A written report was included in the packet.

City Attorney

No Report

Council Business for Good of the Order

Mayor Mahler wished everyone a Happy Thanksgiving.

Councilor Susan Coleman announced the Community Meet and Greet for new City Leaders will be held at the Jim Riggs Community Center on November 9, at 5:30 PM.

Adjournment

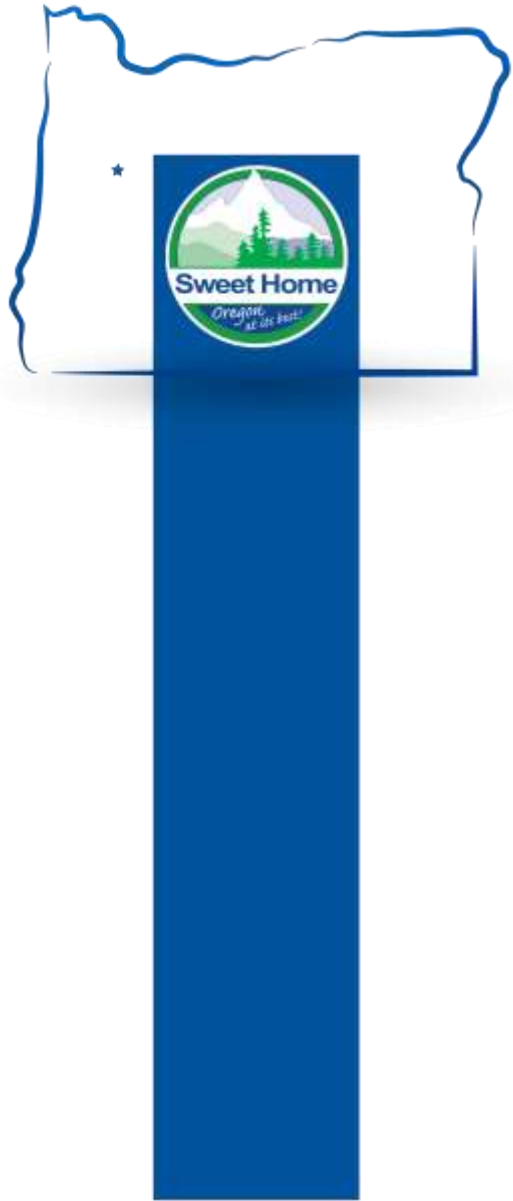
The meeting adjourned at 8:17 PM.

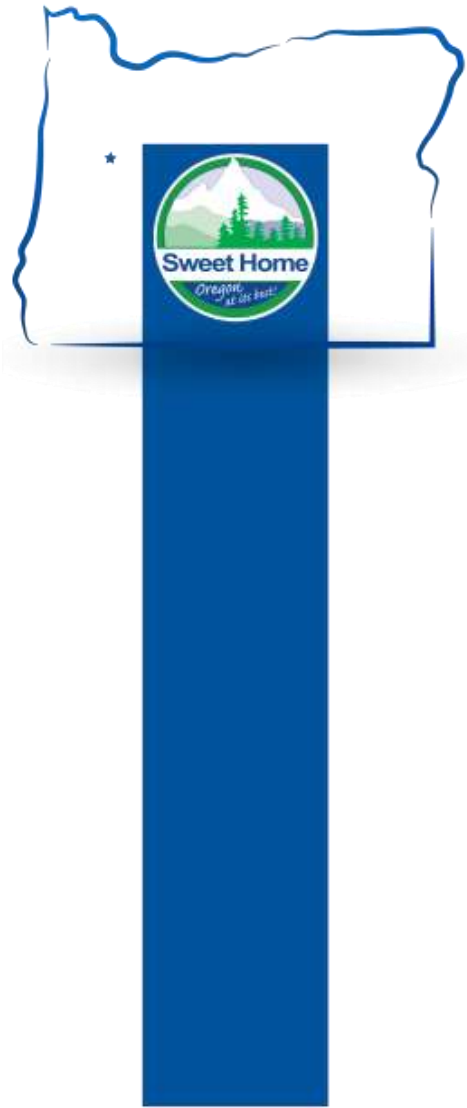
Mayor

ATTEST:

City Manager – Ex Officio City Recorder

Pleasant Valley Bridge Water Main Repair





Water Main Repair Summary

- August 22, 2022, water main inside the Pleasant Valley Bridge failed.
- August 23, 2022, staff presented Council with an RCA for the emergency repair - not to exceed \$50,000.00
- Water main was repaired by Pacific Excavation, Inc. on August 22, 2022.
- Brackets and supports installation was completed October 14 2022.
- Total costs for repair \$16,500.00









QR CODE

PRODUCT CLEAR

PRODUCT WARNING

⚠

Read the Safety Data Sheet (SDS) for this product. For more information, visit www.3M.com

3M

3M

3M



Questions?



REQUEST FOR COUNCIL ACTION

Title: Amendment to ODOT US 20/OR 228 ADA Ramp IGA

Preferred Agenda: December 13, 2022

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: N/A

Towards Council Goal: Goal 3.2: Community Safety

Attachments: Proposed Amendment 1 to Intergovernmental Agreement US 20/Oregon Route 228 Region2 ADA Curb Ramps
Original IGA

Purpose of this RCA:

The purpose of this RCA is to request Council approval of an Amendment to the City's existing Intergovernmental Agreement (IGA) with ODOT for the construction of pedestrian crossing improvements at the intersection of Main Street (US 20) and 22nd Avenue.

Background/Context:

ODOT is methodically working to update ADA ramps to meet current guidelines throughout the state. In October, 2021, the City entered into an IGA with ODOT for their project to update ADA ramps on Hwy 20 (Main Street) and Hwy 228 (Holley Road). Over the past several years, the City has dealt with several complaints and requests to make the intersection of Main Street and 22nd Avenue safer for pedestrians. Because this crossing is within the Main Street right-of-way, it is within ODOT's jurisdiction, and must comply with ODOT requirements. When the IGA was approved, ODOT agreed to add a pedestrian crossing to this intersection to the existing ramp project. This addition is being funded by ARPA funds obtained by Councilor Sanchez through our state representatives, Representative Cate and Senator Girod, to obtain ARPA funding for this project. \$500,000 in ARPA funding for the 22nd Avenue pedestrian safety project from the state has already been received by the City and will be passed on to ODOT to pay for the improvements.

Because funding for this addition to ODOT's ramp project was not received when the original IGA was signed, an amendment to the original IGA is necessary. ODOT has supplied the proposed amendment, which City Staff have reviewed.

The Challenge/Problem:

Should the City amend its current IGA with ODOT for the construction, future maintenance, and electricity costs of a pedestrian crossing at the intersection of Main Street and 22nd Avenue?

Stakeholders:

- Sweet Home City Council – The City Council is responsible for approving agreements with other governmental agencies, and for authorizing the work that will accomplish its goals.
- Sweet Home Residents – Residents deserve pedestrian crossings that are safe for both pedestrians and motorists.
- Sweet Home Staff – Staff work to address residents’ concerns and accomplish the Council’s goals.
- ODOT– ODOT has jurisdiction over any improvements made within the US 20 right-of-way.

Issues and Financial Impacts:

The construction of the improvements will not require any City funding, however, under the proposed agreement, future maintenance and electricity will be a City responsibility. The City currently pays for street lighting along Main Street, and staff estimate that the flashing beacon will cost no more than a typical streetlight.

Elements of a Stable Solution:

A stable solution includes an approved agreement with ODOT that will improve the safety of the Main Street and 22nd Avenue intersection for pedestrians.

Options:

1. Do Nothing – The agreement will not be approved, and ODOT will not complete the pedestrian crossing improvements at the Main Street/22nd Avenue intersection.
2. Approve the proposed Amendment to Intergovernmental Agreement 34892 with ODOT as presented and authorize the City Manager to sign it – Approving the amendment as proposed will allow ODOT to move forward with the project, and complete construction on the new pedestrian crossing.
3. Approve the proposed Amendment to Intergovernmental Agreement 34892 with ODOT with changes and authorize the City Manager to sign it – Approving the agreement with stated changes, if they are acceptable to ODOT, will move the project forward, and ODOT will complete construction of the new pedestrian crossing.

Recommendation:

Staff recommends option 2: Motion to Approve the proposed Amendment to Intergovernmental Agreement 34892 with ODOT as presented and authorize the City Manager to sign it.

**AMENDMENT NUMBER 01
INTERGOVERNMENTAL AGREEMENT
US20/Oregon Route 228 Region 2 ADA Curb Ramps (Sweet Home)
City of Sweet Home**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT” and **City of Sweet Home**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on November 18, 2021.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add local funds.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. The Project will be financed at an estimated cost of \$7,393,000.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.

Shall be deleted in its entirety and replaced with the following:

2. The Project will be financed at an estimated cost of \$8,385,000.00 in local, state and federal funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for \$500,000 and State shall be responsible for any nonparticipating costs and Project costs beyond the estimate. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.

AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:

8. Agency’s Project Manager for this Project is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon, 97386; telephone: (541) 367-8969; email: rtowry@sweethome-or.gov, or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

8. Agency’s Project Manager for this Project is Kelcey Young, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon, 97386; telephone: (541)

367-8969; email: kyoung@sweethomeor.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22391) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

CITY OF SWEET HOME, by and
through its elected officials

By _____
Title:

Date _____

By _____
Title:

Date _____

**LEGAL REVIEW APPROVAL (If
required in Agency's process)**

By _____
Agency's Counsel

Date _____

Agency Contact:

Kelcey Young
City Manager
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386
(541) 367-8969
kyoung@sweethomeor.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____
Delivery and Operations Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Herbert F. Lovejoy via email _____
Assistant Attorney General

Date 10/14/2022 – Email approval retained in file

State Contact:

Brennan Burbank
Resident Engineer
455 Airport Road SE
Salem, Oregon 97301
(971) 701-3342
Brennan.burbank@odot.state.or.us

INTERGOVERNMENTAL AGREEMENT
US 20/Oregon Route 228 Region 2 ADA Curb Ramps (Sweet Home)
City of Sweet Home

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF SWEET HOME, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. US 20 and Oregon Route 228 (OR 228) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. State, by ORS [366.220](#), is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes. By the authority granted by ORS 373.020, the jurisdiction extends from curb to curb, or, if there is no regular established curb, then control extends over such portion of the right of way as may be utilized by State for highway purposes. Responsibility for and jurisdiction over all other portions of a city street remains with the Agency.
4. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval.
5. Traffic control devices that are a part of the Project will conform to current State standards and specifications, including but not limited to the Manual on Uniform Traffic Control Devices (MUTCD).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to State shall design and construct Americans with Disabilities Act (ADA) compliant ramp improvements at various locations along US 20 and OR 228, hereinafter referred to as "Project." The Project

includes improvement and replacement of existing ADA ramps to meet current guidelines at locations within the limits on the map marked Exhibit A, and specifically at the locations listed on the table marked Exhibit A, Pages 2 and 3, all by this reference made a part hereof.

2. The Project will be financed at an estimated cost of \$7,393,000.00 in state and federal funds. The estimate for the total Project cost is subject to change. State shall be responsible for any nonparticipating costs, and Project costs beyond the estimate. State and Agency understand any additional funding identified for the Project will require an amendment to this Agreement.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency grants State the right to enter onto Agency's right of way for the performance of duties as set forth in this Agreement.
2. Agency shall contact State's District 4 Permits Office seven (7) working days prior to the commencement of construction or maintenance activities that impact travel lanes of US 20 and OR 228. No lane restrictions, including the bicycle lane, are permitted unless prior approval from State's District 4 Manager, or designee, is provided and as follows:
 - a. No lane restrictions including reduction of travel or bicycle lanes between the hours of 6:00 AM to 9:00 AM and 4:00 PM to 7:00 PM Monday through Friday. No closures on state recognized holidays.

Any deviations from lane restrictions must be requested and approved by State's District 4 Manager. More restrictions to work times may be added if State observes traffic congestion or conditions warrant a change.

3. Agency shall be responsible for and agrees to maintain the Rectangular Rapid Flashing Beacons (RRFBs), median island, signs, pavement markings, and push buttons with its own forces and at its own expense.
4. Agency shall be responsible for 100 percent of power costs associated with the RRFBs installed as a part of this Project. Agency shall require the power company to send invoices directly to Agency.
5. Agency agrees to State acquiring all right of way needed for construction of the Project. Agency shall, upon Project completion, accept jurisdiction and control over Project elements constructed within Agency right of way.

6. Agency, by execution of this Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any, arising out of the Project covered by the Agreement.
7. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
8. Agency's Project Manager for this Project is Ray Towry, City Manager, City of Sweet Home, 3225 Main Street, Sweet Home, Oregon, 97386; telephone: (541) 367-8969; email: rtowry@sweethome-or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall construct ADA compliant ramp improvements at various locations along US 20 and OR 228 as shown in Exhibit A, and listed in Exhibit A, Pages 2 and 3.
2. State shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.
3. State shall be responsible for the costs associated with construction and installation of the Project identified in the Statewide Transportation Improvement Program, as shown in Terms of Agreement, Paragraph 2. Should additional funds become available, State and Agency understand an amendment to this Agreement will be necessary.
4. State shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
5. Upon Project completion, State shall transfer to Agency any ownership interests State may have obtained along Agency's facilities. The method of conveyance will

be determined by the Parties at the time of transfer and will be coordinated by the State's Region 2 Right of Way Manager.

6. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
7. State's Project Manager for this Project is Brennan Burbank, Resident Engineer for Consultant Projects, 455 Airport Road SE, Building B, Salem, Oregon 97301; telephone: (971) 701-3342; email: Brennan.burbank@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
- b. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - c. Maintenance obligations in this section shall survive termination of this Agreement.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.


10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right of Way Services Agreement in furtherance of the Project.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

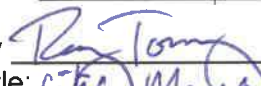
This Project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key #22391) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently by amendment to the STIP).

Signature Page Follows

CITY OF SWEET HOME, by and through
its elected officials


By 
Title: _____

Date 10/2/21

By 
Title: City Manager

Date 02 Nov 2021

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

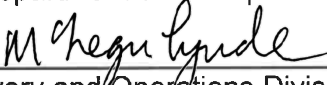
By 
Agency's Counsel

Date November 2, 2021

Agency Contact:

Ray Towry
City Manager
City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386
(541) 367-8969
rtowry@sweethomeor.gov

STATE OF OREGON, by and through
its Department of Transportation

By 
Delivery and Operations Division
Administrator

Date 11/18/2021

APPROVAL RECOMMENDED

By Sonny P.A. Chickering Digitally signed by Sonny P.A. Chickering
Date: 2021.11.05 12:20:23 -07'00'
Region 2 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herb Lovejoy, via email
Assistant Attorney General

Date 10/28/21, email retained in file

State Contact:

Brennan Burbank
Resident Engineer
455 Airport Road SE
Salem, Oregon 97301
(971) 701-3342
Brennan.burbank@odot.state.or.us

EXHIBIT A

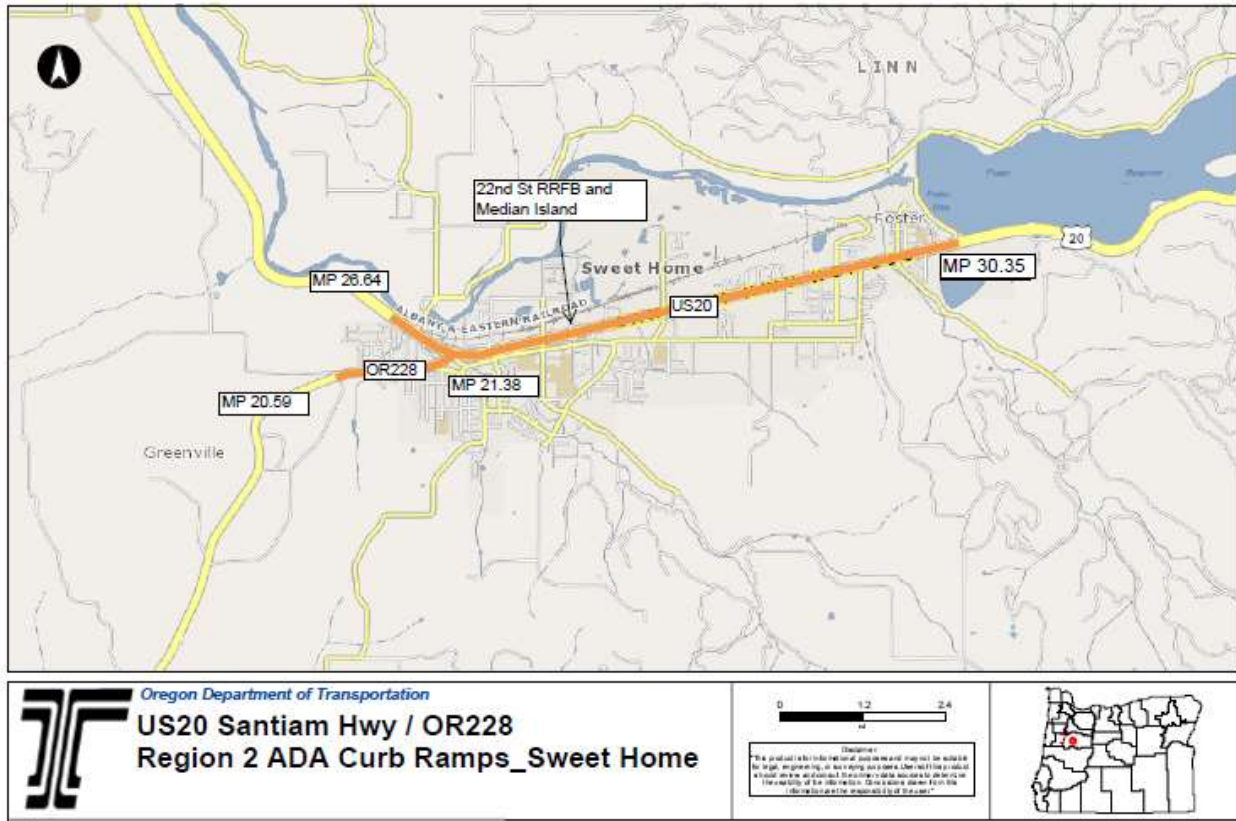


Exhibit A, Page 2 ADA Ramp Locations

Location	Corners
Highway: OR 228	
Fern Ridge Rd/Rowell Hill Rd, MP20.59	North East corner
Fern Ln, MP20.75	North West and North East corners
Evergreen Ln, MP20.80	North West and North East corners
Vista Ln, MP20.92	North West, North East and South East corner's
First Ave, MP21.04	All corners at intersection.
Second Ave, MP21.09	All corners at intersection.
Second Ave, MP21.11	All corners at intersection.
Third Ave, MP21.14	All corners at intersection.
Fourth Ave, MP21.19	All corners at intersection.
Oak Terrace, MP21.20	All corners at intersection.
Fourth Ave, MP21.24	North West and North East corners
Long St, MP21.38	All corners at intersection.
Highway US 20	
Osage St, MP26.66	All corners at intersection.
First Ave, MP26.71	All corners at intersection.
Pleasant Valley Ave, MP26.77	All corners at intersection.
Fourth Ave, MP26.87	All corners at intersection.
OR228, MP27.07	All corners at intersection.
Ninth Ave, MP27.17	All corners at intersection.
Tenth Ave, MP27.25	All corners at intersection.
Mid-block MP 27.30	North, South and Midblock ramps
12th Ave, MP27.35	All corners at intersection.
13th Ave, MP27.42	All corners at intersection.
Mid-block MP 27.47	North, South and Midblock ramps
15th Ave, MP27.53	All corners at intersection.
Mid-block MP 27.64	North and South ramps
18th Ave, MP27.72	All corners at intersection.
19th Ave, MP27.79	All corners at intersection.
22nd Ave, MP27.93	All corners at intersection.
23rd Ave, MP28.09	All corners at intersection.
24th Ave, MP28.18	All corners at intersection.
Clark Mill Rd, MP28.59	North East and South East corners
40th Ave, MP29.03	All corners at intersection.
42nd Ave, MP29.28	All corners at intersection.
43rd Ave, MP29.40	All corners at intersection.
44th Ave, MP29.47	All corners at intersection.
45th Ave, MP29.61	All corners at intersection.

City of Sweet Home/ODOT
Agreement No. 73000-00004386

46th Ave, MP29.73	All corners at intersection.
47th Ave, MP29.84	All corners at intersection.
49th Ave, MP30.00	All corners at intersection.
53rd/Wiley Creek, MP30.29	All corners at intersection.
54th Ave, MP30.34	North West and North East corners



PROCLAMATION

WHEREAS, there has been put to the voters of the City of Sweet Home, petitions to fill vacancies on the City Council; and

WHEREAS, declarations of candidacy were voted upon in the statewide general election November 8, 2022; and

WHEREAS, the results of said election have been counted, canvassed and returned;

NOW, THEREFORE, I, Greg Mahler, Mayor of the City of Sweet Home, do proclaim as follows:

The outcome of the voting on the Council positions described above was:

Susan MC Coleman	2066
Greg Mahler	1614
Dylan Richards	2034
James Risinger	1232
David L. Loman	1501
Josh Thorstad	1924
Write – In	108
Write – In	43
Write – In	20
Write – In	15
Over Votes	16
Under Votes	5827

Susan Coleman, Dylan Richards, and Josh Thorstad will fill the four-year terms.
Greg Mahler will fill the two-year term on the City Council.

PROCLAIMED this 13th day of December, 2022.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



PROCLAMATION

WHEREAS, there has been referred to the voters of the City of Sweet Home, Measure 22-199 bearing the following title:

CITY OF SWEET HOME PROHIBIT PSILOCYBIN BUSINESSES

Shall the City of Sweet Home prohibit psilocybin-related businesses?

WHICH the measure was voted upon at a General Election held on November 8, 2022; and

WHEREAS, the results of said election have been counted, canvassed and returned; and

WHEREAS, the Mayor shall issue a Proclamation as follows:

NOW, THEREFORE, I, Greg Mahler, Mayor of the City of Sweet Home, do proclaim as follows:

Section 1. The canvassing of the voting on the Measure above described shows the following results:

YES: 2437 NO: 1545 OVER VOTES: 2 UNDER VOTES: 116

and a majority of those who voted on the measure were in favor of it.

Section 2. This measure becomes effective January 1, 2023.

Section 3. The City Recorder shall publish or post this Proclamation and shall file it with the measure.


PROCLAIMED this 13th day of December, 2022.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

Steve Druckenmiller
Linn County Clerk



P.O. Box 100, Albany, Oregon 97321
Archives 541-967-3830
Elections 541-967-3831
License 541-967-3830
Recording 541-967-3829

December 1, 2022

Attn: Julie Fisher
City of Sweet Home
3225 Main Street
Sweet Home OR 97386

Dear Elections Administrator,

Please find enclosed the certified Abstract of Votes and/or certified tally of write-ins for the November 8, 2022 General Election.

Please contact the Linn County Clerk's Office at 541-967-3831 if you have any questions.

Sincerely,
Derrick Sterling
Supervisor of Elections

Office Report
 Linn County
 General Election November 08, 2022
 All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
 Final and Official

Page: 62 of 87
 2022-12-01
 15:44:00

Total Ballots Cast: 61992, Registered Voters: 97495, Overall Turnout: 63.58%

Sweet Home Council Members (Vote for 4)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Susan M C Coleman	Greg Muller	Dylan Richards	James Risinger	David L Lowman	Josh Thorstad	Write-in	Write-in	Write-in
Precinct 025	857	1572	2166	439 20.27%	319 14.73%	405 18.70%	272 12.56%	285 13.16%	413 19.07%	18 0.83%	8 0.37%	4 0.18%
Precinct 059	1297	2262	3391	703 20.73%	525 15.48%	652 19.23%	369 10.88%	476 14.04%	591 17.43%	45 1.33%	17 0.50%	8 0.24%
Precinct 062	919	1878	2246	432 19.23%	339 15.09%	427 19.01%	262 11.67%	358 15.94%	395 17.59%	19 0.85%	7 0.31%	4 0.18%
Precinct 080	1027	1821	2754	492 17.86%	431 15.65%	550 19.97%	329 11.95%	382 13.87%	525 19.06%	26 0.94%	11 0.40%	4 0.15%
Total	4100	7533	10557	2066 19.57%	1614 15.29%	2034 19.27%	1232 11.67%	1501 14.22%	1924 18.22%	108 1.02%	43 0.41%	20 0.19%

Office Report
Linn County
General Election November 08, 2022
All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
Final and Official


Page: 63 of 87
2022-12-01
15:44:00

Total Ballots Cast: 61992, Registered Voters: 97495, Overall Turnout: 63.58%

Sweet Home Council Members (Vote for 4)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Write-in	Over Votes	Under Votes
Precinct 025	857	1572	2166	3 0.14%	8	1254
Precinct 059	1297	2262	3391	5 0.15%	0	1797
Precinct 062	919	1878	2246	3 0.13%	8	1422
Precinct 080	1027	1821	2754	4 0.15%	0	1354
Total	4100	7533	10567	15 0.14%	16	5827

I hereby certify this copy to be a true,
full and correct copy of the original now
on record in my office.
STEVE DRUCKENMILLER

 December 2, 2022
County Clerk
Deputy

Office Report
 Linn County
 General Election November 08, 2022
 All Precincts, All Districts, All Counter Groups, All ScanStations, All Contests, All Boxes
 Final and Official


Page: 85 of 87
 2022-12-01
 15:44:00

Total Ballots Cast: 61992, Registered Voters: 97495, Overall Turnout: 63.58%

22-199 City of Sweet Home Prohibit Psilocybin Businesses (Vote for 1)

Precinct	Ballots Cast	Reg. Voters	Total Votes	Yes		No		Over Votes	Under Votes
Precinct 025	857	1572	826	516	62.47%	310	37.53%	0	31
Precinct 059	1297	2262	1261	779	61.78%	482	38.22%	1	35
Precinct 062	919	1878	885	499	56.38%	386	43.62%	1	33
Precinct 080	1027	1821	1010	643	63.66%	367	36.34%	0	17
Total	4100	7533	3982	2437	61.20%	1545	38.80%	2	116

I hereby certify this copy to be a true, full and correct copy of the original now on record in my office.
 STEVE DRUCKENMILLER

 December 2, 2022
 County Clerk
 Deputy



REQUEST FOR COUNCIL ACTION

Title: New Bandstand for Sankey Park

Preferred Agenda: December 13, 2022

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion X Roll Call ____ Other ____

Relevant Code/Policy: Sweet Home Parks

Towards Council Goal: Goals 1.d and 2.d: Parks Infrastructure Implementation and Community Awareness

Attachments: Sweet Home Park & Tree Committee New Bandstand Proposal

Purpose of this RCA:

The purpose of this RCA is to obtain direction from the Council regarding efforts to either replace the now-demolished Sankey Park Bandstand.

Background/Context:

As you are probably aware, the old Sankey Park bandstand was demolished in 2021 due to its dangerous condition and the infeasibility of rehabilitating it. At that time, the Council directed staff to work toward replacing it with a similarly sized structure that incorporated elements of the original.

Since that time, the City of Sweet Home Park and Tree Committee has discussed options and for replacement of the bandstand and is now making the attached proposal to the City Council.

The City currently has no budget for this project, however an adopted vision for the structure would be helpful in acquiring grants and donations that could fund the project.

The Challenge/Problem:

Should the City adopt a vision for the replacement of the Sankey Park Bandstand in order to increase opportunities for donations and grant funding?

Stakeholders:

- Sweet Home Residents – Residents benefit from park amenities that add to their enjoyment of parks, such as bandstands and pavilions.
- Sweet Home City Council – The City Council is responsible for decisions that affect the available amenities at City Parks.
- City of Sweet Home Park and Tree Committee – The Park and Tree Committee is tasked with developing a capital improvement program for City Parks and making recommendations to the City Council regarding park improvements.

- City of Sweet Home Staff – City Staff are responsible for implementing the Council’s vision and managing adopted capital improvement projects, as permitted by the annual budget.

Issues and Financial Impacts:

The current budget does not allocate any funding toward this project. The Park & Tree Committee estimates in their proposal that a replacement structure would cost \$179,000.

Elements of a Stable Solution:

A stable solution would provide desired park amenities in a safe, financially responsible way.

Options:

1. Do Nothing – Make no decision regarding a replacement bandstand at this time.
2. Adopt the Park and Tree Committee’s Proposal as the City’s vision for a replacement bandstand and direct Staff to include the project on the Parks Capital Projects List and work with the Park and Tree Committee to begin gathering donations and seeking grant funding for the project – With an approved vision for a replacement bandstand, it will be easier to seek donations and grant funding for the project. In addition, including the project in the Parks Capital Projects List would make it eligible for Parks System Development Charges and other funding in future City budgets.
3. Adopt the Park and Tree Committee’s Proposal with specified changes as the City’s vision for a replacement bandstand and direct Staff to include the project on the Parks Capital Projects List and work with the Park and Tree Committee to begin gathering donations and seeking grant funding for the project – The Council could make changes to the proposal and direct staff and the Park and Tree Committee to begin seeking funding.
4. Direct Staff to research other options.

Recommendation:

Staff recommends option 2, Motion to adopt the Park and Tree Committee’s Proposal as the City’s vision for a replacement bandstand and direct Staff to include the project on the Parks Capital Projects List and work with the Park and Tree Committee to begin gathering donations and seeking grant funding for the project.



The Sweet Home Park and Tree Committee would like to present our request for consideration of the new band stand in Sankey Park. The previous band stand was removed due to tree damage and upon inspection the foundation which had been in place for approximately 100 years had severe rot and was not suitable for repair.

In our search for something that represents the community's logging background and aim to design a band stand that incorporates the surroundings to have viewing from multiple angles, we found a fitting wooden structure made by a local company to base our recommendation on. Below are specifications we would like to see in a band stand. Several of our prominent citizens have stated they would be willing to financially support this type of structure. In addition, you will find base estimates we received from a few local contractors to conduct the installation.

Many of these costs can be reduced by using our own Public Works employees to complete the tasks.

We, the committee, would like to present this opportunity to the City Council in a request to have the city management utilize time and resources to continue the development, budget and planning for the new band stand. In addition, the committee is available to help in developing this project.

The structure we would like to propose building is an engineered 40 feet wide by 26 feet deep structure with pushouts in the middle for viewing the performances from all sides. The roof height above finished-floor would be 10-12 feet. The roof pitch is 6/12 with a metal roof to match other buildings in the park, or a composite roofing is a possibility. The timber material is Douglas Fir sanded, treated and stained. The rafters have an eave of 2 feet to protect the wood structure and provide lighting structure.

This structure will sit on a 4" reinforced concrete pad, with 12" rebar grid, with 3'x3'x2' footing for each main support post. There will be an ADA ramp on one end with paved access to the current walking path.

Power to the bandstand will be underground from the Girl Scout hut which will need additional wiring and power control box. The bandstand will have LED lighting and security cameras. Additionally, 110v outlets and a 220v outlet installed for use by major bands, possibly during the Jamboree.

A water line from the current line near the walking path is to be tied to the bandstand. This allows water for local community access, maintenance water source, and possible water source for flowers hung during the summer months.

On the south side of the bandstand there is currently a raised hill section which we would like to see landscaped into a three-level terrace seating with ADA access to the first level by ramping to the west. Each level is 4 feet deep with a height of 16 inches supported by pressure treated wood for support. Grass surface covers the top of each section and contains in-ground watering for this area.

Cost estimates:

\$108,000 - Bandstand wooden structure

\$9,300 – Metal Roof

\$10,200 – Concrete pad with support footings contracted install

\$3,800 – lighting and electrical cost from the girl scout hut material and install by PW

\$11,800 – Power upgrades to the girl scout hut to support the project by PW

\$1,300 – Water lines and sprinklers by PW

\$35,000 – Installation contractor cost for bandstand on the concrete pad

\$179,000 – Total cost

General location for this bandstand can be seen in the renderings below:







REQUEST FOR COUNCIL ACTION

Title: Pacific Power Oregon Clean Fuels Electric Mobility Grant Application

Preferred Agenda: December 13, 2022

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution X Motion Roll Call Other

Relevant Code/Policy: City of Sweet Home Downtown Streetscape and Parking Plan

Towards Council Goal: Aspiration I: Desirable Community; Aspiration III: Viable and Sustainable Infrastructure; Goal 4: Economic Strength

Attachments: Oregon Clean Fuels Electric Mobility Grant Agreement
Electric Mobility Grant Site Map
Electric Mobility Grant Application Itemized Costs

Purpose of this RCA:

The purpose of this RCA is to request approval of a grant agreement with Pacific Power for an Oregon Clean Fuels Electric Mobility Grant.

Background/Context:

Recent years have seen an increasing number of electric vehicles on the roads, as well as a push toward more electric vehicle infrastructure, both throughout Oregon and Nationwide. Pacific Power administers a program known as the Oregon Clean Fuels Electric Mobility grants, or E-Mobility. This program offers grants for a number of improvements associated with electric vehicles, from fleet conversions to charging stations. This grant potentially covers an entire project, with no local match required. In addition, the grant program may provide up to 75% of the funding at the very beginning of a project, with the remaining 25% provided upon completion. This allows an applicant to complete an eligible project at no cost.

Last May, the City Council adopted the Downtown Streetscape and Parking Plan, which calls for 10th Avenue to be converted to one-way traffic in order to add head-in (90-degree) parking spaces to the downtown area and match a similar one-way conversion on 13th Avenue.

In August, City Staff submitted an application to Pacific Power for an E-Mobility grant, proposing that the new parking on 10th Avenue include two electric vehicle 'DC Fast Charging' stations. Sweet Home's position as the easternmost community along Highway 20 on the west side of the Cascades makes it an ideal location for travelers traveling from the coast to Central Oregon to charge their vehicles. This can benefit Sweet Home's downtown area, as travelers often patronize businesses next to charging stations while they wait for their vehicle to charge. Currently, the nearest publicly accessible electric vehicle charging stations are in Lebanon,

however they level 1 or level 2 chargers that require several hours to charge a vehicle. DC fast chargers can charge a vehicle in less than one hour, and the nearest charging station of that type is in Albany. The nearest such charging stations to the east of Sweet Home are in Sisters.

Pacific Power recently approved the City's grant application and provided the attached grant agreement for approval.

The Challenge/Problem:

How does the City meet the needs of current and future travelers and bring additional visitors to Downtown Sweet Home?

Stakeholders:

- Sweet Home Residents – Residents who own electric vehicles have no charging options in Sweet Home other than what they are able to install at their own homes.
- Sweet Home City Council – The City Council is responsible for ensuring that City rights-of-way contain the infrastructure improvements needed to meet the needs of residents, businesses, and visitors.
- Sweet Home Visitors – Visitors benefit from amenities such as electric vehicle charging stations.
- Downtown Sweet Home Businesses – Businesses benefit every time travelers stop, but especially when travelers stop and spend time in our downtown.

Issues and Financial Impacts:

The application proposed a budget of \$250,818, however the proposed grant award is for a maximum of \$200,000. Fortunately, there are areas that can be trimmed in the project budget. Staff can work with any selected contractors to ensure that project costs are reduced to the actual grant award.

Once the charging stations are built, they will be owned by the City. Operational costs are not known at this point, however there are several firms that manage charging stations and are paid only through usage fees. Currently charging stations do not bring in a lot of revenue, but they can at least pay for their own operating costs. Staff recommend seeking a firm to manage the charging stations for the City in such a manner that they are entirely self-sustaining or bring revenue to the City. If any revenue is generated from the charging stations, it could be directed to downtown improvements and events.

Converting 10th Avenue to one-way traffic will require minimal costs—paint and signage. Staff estimate those costs to be less than \$2,000.

Elements of a Stable Solution:

A stable solution includes adding amenities to Downtown Sweet Home at low or no cost.

Options:

1. Do Nothing – If the Council chooses to do nothing, then no grant agreement would be made with Pacific Power for electric vehicle charging stations.
2. Authorize the City Manager to sign the Pacific Power Oregon Clean Fuels Electric Mobility Grant Agreement – Once the agreement is fully executed, staff can issue a request for proposals for the charging stations to be installed and begin the process for changing 10th Avenue to one-way traffic.
3. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Staff recommends option 2: Authorize the City Manager to sign the Pacific Power Oregon Clean Fuels Electric Mobility Grant Agreement.

November 21, 2022

City of Sweet Home

ATTN: Blair Larsen

RE: E-Mobility Grant – City of Sweet Home - EVSE

Dear Blair Larsen:

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an E-Mobility Grant award of up to \$200,000.00 to help advance your electric transportation project at 1000 Main St, Sweet Home, OR.

In order to receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth herein.

Recipients may request an up-front payment of up to 75 percent of the total project amount. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached **Grant Agreement** to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the **Grant Agreement**, please sign and initial where indicated. Please email a copy of this letter and the signed **Grant Agreement** to plugin@pacificcorp.net by **December 31, 2022**.

If you have any questions throughout this process, you can reach the program manager Berit Kling by email at berit.kling@pacificcorp.com.

We look forward to partnering with your organization to further clean transportation throughout Oregon.

Sincerely,



Cory Scott
VP Customer Solutions

Grant Agreement – Oregon Clean Fuels Electric Mobility Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$200,000.00 to City of Sweet Home (Recipient) to procure and install EV charging infrastructure for public use (Project), upon completion of the project and confirmation that all award recipient requirements have been met.

Project information may be made publicly available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

This grant funding award amount is based on the information provided to Pacific Power by the recipient. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All material modifications to the project design/scope including those attributes listed below must be submitted in writing to Pacific Power.

I. PROJECT ATTRIBUTES

- The attributes of the Project, including the charging technologies, electric vehicle types and quantities of each (Listed Equipment) are described in the table below. Recipient shall only implement the Project and/or procure the Listed Equipment for the Project, unless Recipient submits a change order in writing to Pacific Power and Pacific Power notifies Recipient of its approval.
- Prior to purchasing any Listed Equipment, Recipient shall seek approval from Pacific Power that relevant Listed Equipment meets the technical requirements and data collection requirements articulated under the Data Sharing plan in the table below.

Recipient	City of Sweet Home	Recognition	Recipient shall acknowledge project partners in any public communications regarding the project.
Project Scope	Provide EV charging infrastructure for public use		
Type of Project	EVSE		
Charging Technology or Electric Vehicle Type and Quantity	Up to 2 DC Fast Chargers		
Equipment Brand	ChargePoint		
Project Location	On street parking		
Data Available	Interval kilowatt-hour (kWh) and usage data. Recipient shall provide all reasonably requested information related to the Project.	Data Sharing Plan	Recipient will provide Pacific Power with data portal access to view usage data for the life of the project, as well as all other driving and charging behavior data Interval kilowatt-hour (kWh) and usage data.
Project Address	1000 Main St, Sweet Home, OR		

Accessibility	Public	Outreach and Education Plan	Recipient will share experience of electric transportation with the public and allow Pacific Power and its customers and guests access to the project, subject to advance notice. Recipient will allow Pacific Power to use information regarding the project in its reporting and customer communication materials, including use of photographs for purposes of supporting programs and initiatives.
Estimated completion date	May 30, 2024		
Funding Award**	\$200,000.00		

*The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.

**Awards are competitive, and funding is limited. If your project scope changes, funding may be reduced or rescinded.

- Recipient shall ensure Project begins by June 30, 2023.

If the Project has not started by June 30, 2023, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated. In the event of such termination, Recipient shall refund Advance Award Amount, if received, within ten (10) business days after the termination of this Agreement.

- Recipient shall complete Project by May 30, 2024.

Extensions to this timeline may be considered on a case-by-case basis. If the Project is not completed by May 30, 2024, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated unless a change order request is submitted in writing and approved by Pacific Power extending the May 30, 2024. In the event of such termination, Recipient shall refund the Award Amount within ten (10) business days after the termination of this Agreement. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.

- In the event the Project experiences an insured loss, Recipient shall purchase and/or install new equipment comparable to the original Project scope or reimburse Pacific Power a proportionate amount of the award funds within sixty (60) days after receiving such insured amount.
- Complete a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. The life of the project ends on the final grant funding award payment date except for projects with EVSE components. Projects with funded EVSE components (Level 2 or DC Fast Charging stations) will have a life of 5 years from the powering on date (regardless of final payment date) and recipients must ensure that charging ports have an average annual uptime of greater than 97% (to the best of their ability). A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- Recipient is authorized to make improvements at site for any Listed Equipment.

- Recipient shall utilize a contractor licensed in the state where the Project will be developed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient's financial responsibility.
- Recipient shall install only new EVSE equipment, which must be evident in the documentation (invoice or signed contractor proposal), if the project contains an EVSE component.
- Procure/install equipment/vehicle in accordance with the project technical requirements (outlined on the Pacific Power website.)
- For projects with EVSE components: Recipient shall install a usage monitoring system that includes a mechanism for sharing station data with Pacific Power. Recipient shall provide project data, including but not limited to kilowatt-hour (kWh) and usage data for the life of the project. Recipient shall provide all reasonably requested information related to the Project, including but not limited to, actual costs (bus, infrastructure, fuel, maintenance), citizens impacted, bus uptime, electric miles traveled, charging profiles, as well as insights on challenges, benefits, lessons learned, and opportunities. The funding award must be repaid at a prorated rate to Pacific Power within sixty (60) days of written notice if the project continues to operate but ceases to provide data during the life of the project.

Pacific Power may, in its own discretion, make information collected from the Project publicly available, including for use in regulatory reporting, evaluation, marketing, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

- Recipient shall grant or transfer to Pacific Power title to all Oregon Clean Fuels Program Credits generated by projects with EVSE installed at the project site as a result of grant funding for this project. Recipient shall designate Pacific Power as their designated aggregator using the most recent Clean Fuels Program Designation Form issued by the Oregon Department of Environmental Quality.

II. USE OF GRANT FUNDS

Recipient shall apply grant funds only to costs associated with advancement of electric transportation (i.e., electric supply equipment vehicle, electric vehicle purchases, etc.) and any Pacific Power-approved outreach and education expenses.

The final grant funding amount cannot exceed total eligible Project costs. The final award amount may be adjusted for changes in project costs, scope, and/or funding sources.

III. AWARD RECIPIENT DELIVERABLES

- **Oregon Clean Fuels Program credits:** Recipient shall designate any clean fuels credits generated through this project from electric vehicle charging to Pacific Power.
- **Oregon Department of Environmental Quality reporting:** Any projects that involve the installation of Level 2 networked EV chargers must be registered with the Oregon Department of Environmental Quality (DEQ). Once a charger is commissioned and registered, Customer shall provide Pacific Power administrative rights to access information about charging sessions and the total kilowatt-hours used from each charger by the 15th day of the month following each calendar quarter

over the life of the project. To register chargers and report quarterly charger usage data, email plugin@pacificpower.net.

- **Change requests:** Recipient shall submit a change request in writing for any change from the attributes listed in the table above. Form is available upon request via email at plugin@pacificpower.net. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.
- **Quarterly updates:** Customer shall provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to plugin@pacificcorp.net. The first report will be due by **April 15, 2023**.
- **Ongoing communication:** Recipient shall keep Pacific Power's Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion:** Upon completion of Project, Recipient shall notify Pacific Power's Electric Transportation Project Manager and work with them to provide Final Project Information Packet to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met.
- **Reporting and auditing:** Recipient shall provide Pacific Power upon request copies of certain information related to the Project for financial auditing, regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary during the life of the project. Such information includes but is not limited to:
 - Final Project Information Packet including:
 - Final Report (template will be provided)
 - Financial Summary spreadsheet (template will be provided)
 - Payment Request Form (template will be provided)
 - Photos
 - Clean Fuels Program Aggregator form (for projects with EVSE components)
 - W9 form
 - Post-completion reporting: Recipient shall provide Pacific Power a report one year after the Estimated Completion Date. The Annual Report should be sent to plugin@pacificpower.net and should provide qualitative and quantitative data about the project since completion (template will be provided).

IV. EDUCATION AND OUTREACH REQUIREMENTS

For any outreach, education, and marketing activities, such as those outlined in this section below, you must contact plugin@pacificpower.net before proceeding.

- **Pacific Power recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project: "This project was made possible with support from the Oregon Clean Fuels Program and Pacific Power."
 - **Vehicle wrapping:** *If the recipient will be customizing a vehicle, Recipient shall include the [above statement] on all signage and seek prior written approval at least three weeks in advance from Pacific Power for any vehicle wrap designs.*

- **Approvals:** Recipient shall seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- **Celebrations and publicity:** Recipient shall provide Pacific Power representatives an opportunity to participate in celebrations or events related to the project.
- **Permanent recognition:** Recipient shall develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of the Oregon Clean Fuels Program and Pacific Power throughout the defined life of the project. Pacific Power can provide samples and support the development of content and messaging.
- **Pacific Power communications:** Recipient shall allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

V. AWARD FUNDING

Recipient may submit an application for initial disbursement of up to 75 percent of the total project amount and will be remitted within thirty (30) business days of the signed agreement. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met. Payment will be remitted directly to the Recipient or to their designated assignee as directed by the award recipient. Full payment will be distributed once the project is complete and verified through the steps detailed in Section III above.

In the event of the nonperformance of the Grantee, Pacific Power shall require the full recovery of the unspent moneys. A Recipient shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from Pacific Power. Recipient shall report the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting report. Grant funding will be remitted directly to the applicant or to their designated assignee as directed by the award recipient.

VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, complete the Project with the attributes described above, and that Recipient may be required to return in the event Recipient does not utilize the entire award amount on the Project.

Recipient has reviewed and understands the terms and conditions of receiving an Oregon Clean Fuels E-Mobility Grant and represents and warrants to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Deploy electric vehicle charging technology or research that will be served by Pacific Power (located in

Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in at a pro-rated amount should the project cease to be served by Pacific Power. The repayment ("repayment") will be determined as follows: $\text{repayment} = \text{final grant funding award} \times (120 - \text{service delivery term}) / 120$, where Service Delivery Term= number of months between the month the Final grant funding award was made, and the month Recipient terminated its electric service. For determining the repayment, the dates will be the first day of the month in which they occur.

Additionally, Recipient understands that providing data is essential to the learnings of this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide data to Pacific Power on a quarterly basis over the life of the project. If the project continues to operate but ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within sixty (60) days of written request. The repayment ("repayment") will be determined as follows: $\text{repayment} = \text{final grant funding award} \times (60 - \text{data delivery term}) / 60$, where Data Delivery Term= number of months between the month the Final grant funding award was made, and the month Recipient ceased providing data. For determining the repayment, the dates will be the first day of the month in which they occur.

Recipient additionally consents to Pacific Power distribution of this data publicly.

Recipient has reviewed and understands the terms and conditions of receiving E-Mobility Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to plugin@pacificpower.net.

Signature Page**Recipient acceptance of Grant Agreement**

City of Sweet Home, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Oregon Clean Fuels E-Mobility Grant award and agrees to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle and charging infrastructure installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience, qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____

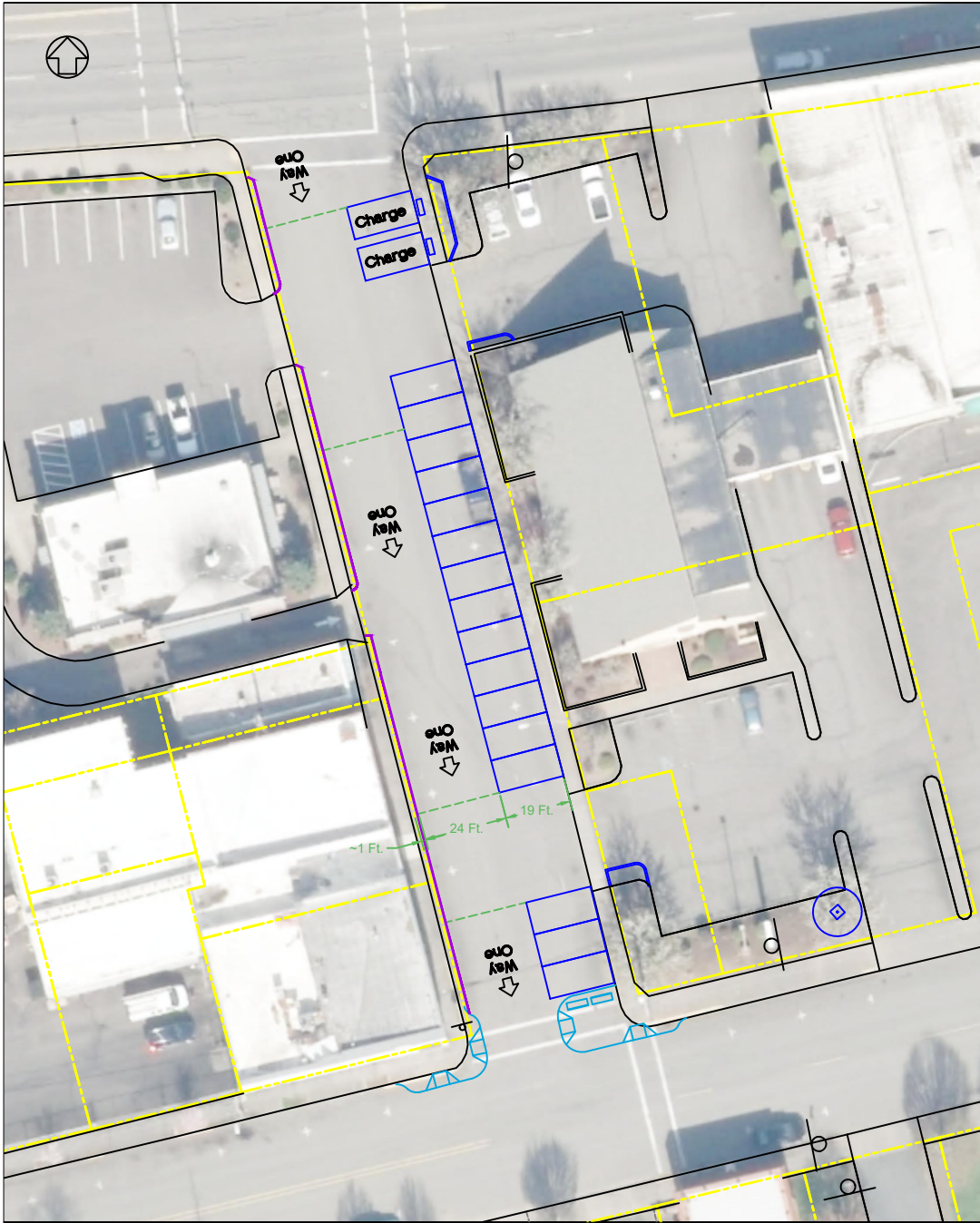
Pacific Power Acceptance

Signature: _____

Date: _____

Printed Name: _____

Title: _____



Project Layout View
Scale: 1" = 50'

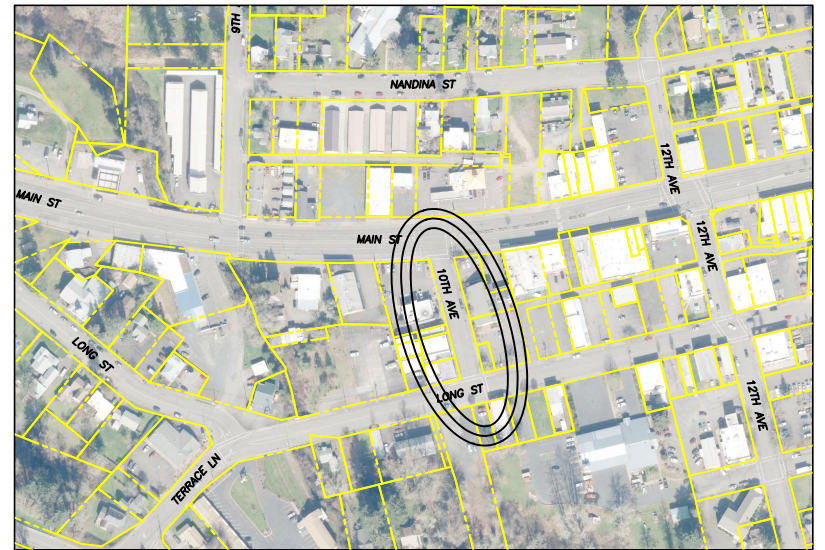
Electric Vehicle Charging Station. Sweet Home Network: 10th Avenue

Two Fast Charging 240V Stations
&
10th Ave Parking Layout Modification.

City of Sweet Home, Community & Economic Development Department
3325 Main Street, Sweet Home OR 97386
August 24, 2022

Features:

- 2 Fast Charge Stations at the North end.
- 16 Parking spaces on East Side only.
- One-way traffic from Main St to Long St.
- Pedestrian sidewalk corner improvements.
- Widening of West Side sidewalk by 12" min.
- Modify Key Bank Driveways to 24 Ft wide.



Vicinity View
Scale: 1" = 400'

TABLE 4. EVSE PROJECT BUDGET

Please provide an itemized budget for costs including the categories listed below.

EVSE Project Component	Cost	Line Item Description
Engineering and design costs (<i>not yet incurred</i>)	\$ 20,000	Layout & Underground Utility Design.
Equipment costs	\$ 109,040	2 Proposed, \$54,520 per Charging Station.
Upfront software costs	\$ 44,778	Prepaid software, commissioning, initial activation and support
Other electrical components (<i>wiring, conduit, breakers, disconnects, etc.)</i>	\$ 20,000	Connection to Primary, Conduits, City Meter Base/Xfmr.
Construction costs (<i>trenching, paving, etc.</i>)	\$ 30,000	250ft of Trench, Backfill, Paving, Marking.
Other components (<i>please list</i>)	\$ 5,000	Sidewalk Realignment.
Labor installation costs	\$ 10,000	Construction Contractor for Street Install.
Total permitting fees, if applicable	\$ 10,000	City and Pacific Power Installation Permits
Other EVSE installation components	\$ 2,000	Signage & Information Kiosk
TOTAL ELIGIBLE PROJECT COSTS	\$ 250,818	Total.
Total Ineligible Project Costs		
Amount of funding requested	\$ 250,818	



REQUEST FOR COUNCIL ACTION

Title: Proposed Vacation of Redwood Street

Preferred Agenda: December 13, 2022

Submitted By: Blair Larsen, Community & Economic Development Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ___ Motion Roll Call ___ Other ___

Relevant Code/Policy: SH Charter, Chapter I, Powers of the City

Towards Council Goal: Aspiration I: Desirable Community

Attachments: Proposed Street Vacation Letter and Maps from William Ruby
Proposed Redwood Street Vacation Area Map

Purpose of this RCA:

The purpose of this RCA is to seek Council action regarding a proposed vacation of a portion of Redwood Street immediately west of 53rd Avenue.

Background/Context:

Previous to the recent adoption of our new Development Code, Sweet Home Municipal Code Chapter 17.100.010 stated:

- A. Upon receiving a proposal to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, or before initiating such vacation proceedings on its own motion, the Council shall refer the proposal to the Planning Commission.
- B. The Planning Commission shall review the proposal, hold the hearings thereon as it deems proper and make recommendations to the Council.
- C. In the event that the Council finds that immediate action is necessary to initiate proceedings for vacation before the proposal is referred to the Planning Commission for consideration, the Council may proceed, but the Planning Commission shall be promptly advised and afforded an opportunity to make recommendations at the hearing before the Council.

This provision was inadvertently repealed when the new Development Code was adopted, and staff are working on a replacement.

Redwood Street immediately west of 53rd Avenue is an unimproved public-right-of-way (ROW). It contains no public infrastructure, pavement, curbing, storm drainage, or any other normal component of a typical right-of-way. It theoretically provides access to some properties; however, they all have access to 53rd Avenue via an access easement through one of the

properties and the adjacent railroad right-of-way. Additionally, this portion of Redwood Street would be extremely expensive to develop due to topographical constraints—there is a severe 15-30-foot difference in grade on the west side of 53rd Avenue that would necessitate a large amount of fill and retaining walls, making development of the street cost prohibitive.

William Ruby, one of the affected property owners, is requesting that the City vacate this portion of Redwood Street in order to facilitate development of additional homes.

Rights-of-way are typically assumed to be initially given up by adjacent property owners, and when vacated, are usually divided down the middle, and each half is 'returned' to the property owners on each side.

If the Council ultimately decides to vacate this portion of Redwood Street, an ordinance must be adopted.

The Challenge/Problem:

Should the vacate the portion of Redwood Street immediately west of 53rd Avenue?

Stakeholders:

- Sweet Home City Council – The City Council has the authority to authorize the vacation of rights-of-way, and also has the responsibility to ensure that properties are adequately served by public utilities and transportation infrastructure.
- Affected Property Owners, including Applicant William Ruby – The current property owners have an interest in vehicular and pedestrian access to their properties.

Issues and Financial Impacts:

This proposal does not include any immediate financial impacts; however, it would eliminate City responsibility for, or benefit from the affected portion of Redwood Street.

This proposal would require the publishing of public notices and mailing of letters to area property owners, as well as at least one public hearing. These costs are reflected in the City's Vacation of Right-of-way fee, which is \$1,030. Additional costs for surveying the property and recording the change with the County would be borne by the applicant.

Elements of a Stable Solution:

A stable solution is one that ensures adequate transportation access and utility services to properties in the affected area.

Options:

1. Refer the proposal to vacate a portion of Redwood Street to the Sweet Home Planning Commission – The Planning Commission would then hold a public hearing on the matter and make a recommendation to the Council, which could then finalize the decision by ordinance.
2. Proceed without a Planning Commission recommendation by scheduling a public hearing on this matter before the City Council on a specified date – The City Council could choose to decide on this matter themselves by scheduling a public hearing and giving the Planning Commission time to comment.

Recommendation:

Staff recommends option 1: Refer the proposal to vacate a portion of Redwood Street to the Sweet Home Planning Commission.

WILLIAM RUBY CONSTRUCTION

CONSTRUCTION

28322 Kingsbury Rd.

Lebanon Or. 97355

CCB# 128472

PHONE (541) 915-8885

Sweet Home City

Re. Redwood St.

I am William Ruby and I would like to request that Redwood St. Off of 53d st be vacated for the following reasons.

Redwood St off 53d st drops of approximately 30 feet straight down to the base elevation. Building a city street would not be cost effective for its intended purpose as a city street, as it would dead end at about 350 ft into private property.

Since the drop from 53d Ave would be so steep the cost to build a road 250 feet long with all the city services for 2 homes would not be cost effective.

The foot print for a road that deep would eliminate 1 complete lot for build a home on.

The vacation of Redwood St. would make the 2 lots available for the construction of 2 very nice homes, to be able to put on the tax base for the city.

Redwood st. Would not be useful to the city of sweet home to construct as it would dead end and not go anywhere. There will be no more lots to be useful for construction. It would only serve 2 lots that will have homes on them. The existing driveway that is now in use will serve the area and will be paved according to the new codes as stipulated by the City of Sweet Home.

Because of power lines and no city water there is no land divisions to be done in the future, on the property there. By vacating Redwood St, this will allow us to have 2 very nice homes and not cramp the life style of the existing property owners in the immediate area. One home has been installed on lot #1, approximately \$425,000.00, and with lot #2 and #3 figured at the same value, this will add about \$1,125,000.00 to \$1,150,000.00 to the Sweet Home tax base, depending on the value of all three homes, Plus or minus.

This is a very nice area and we would like to do what we can for the city. This would be a very nice area to live. Please help us in this, and consider the vacation of Redwood St.

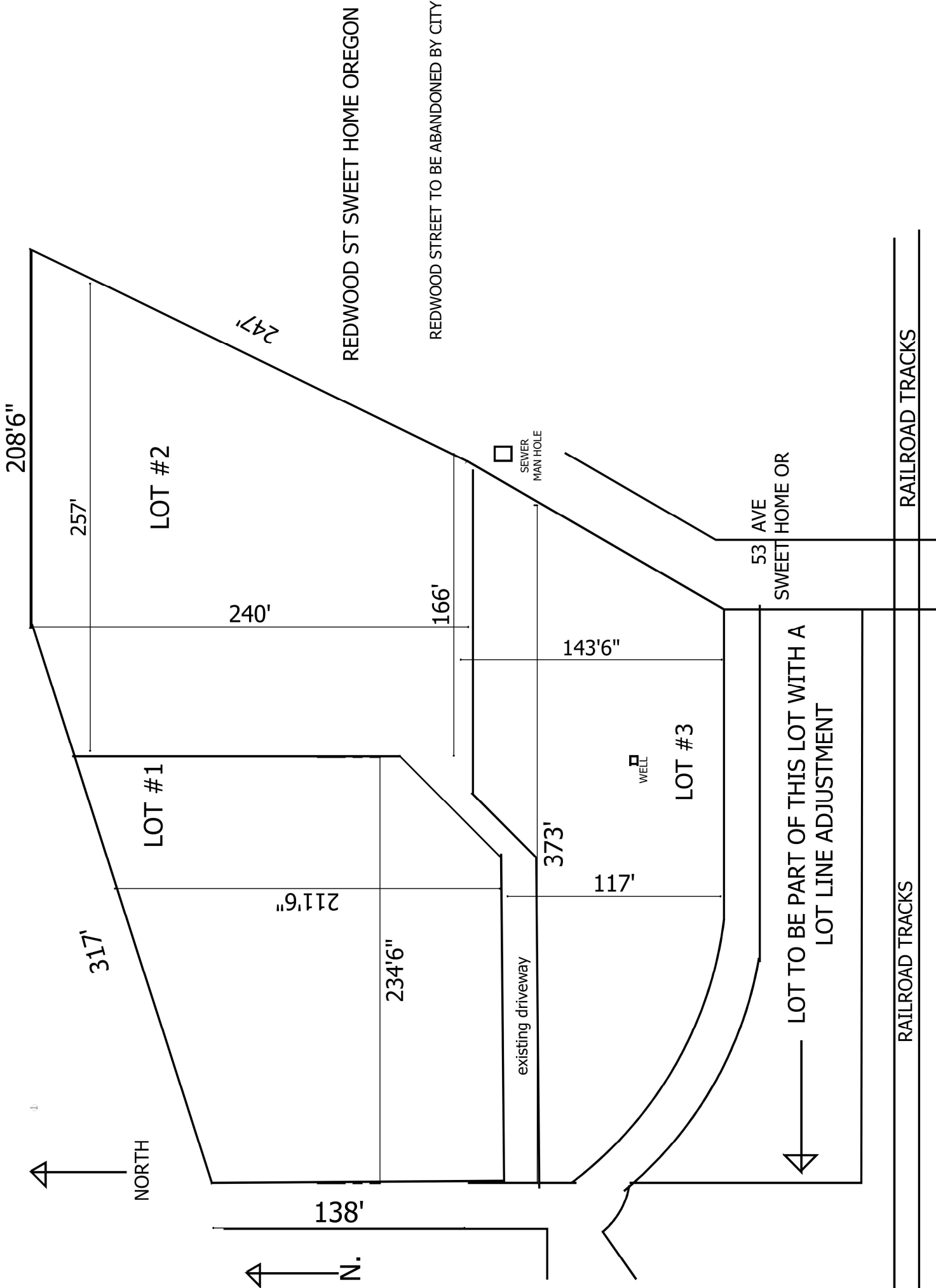
Thank You

William Ruby

5250 Redwood St

John Cornell

5181 Redwood St



C.S. 22597
Property Line Adjustment
Chester & Shirley Royer
 SW 1/4, NE 1/4 Sec. 27 T. 13 S., R. 1 E., W.M.
 Partition Plat No. 1994-58
 City Of Sweet Home - Linn County, OR
 Scale 1" = 100' Oct. 20, 1999
 References - C.S. No's 21034, 19522, 2456
 & 8159, 20504

Approval: Re: File No. PLA-98-12

Candace
 Sweet Home City Planner

See Assessor's Map 13-E-27AC

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Mark H. Holcomb, Jr.
 OREGON
 JULY 26, 1988
 MARK H. HOLCOMB, JR.
 2198

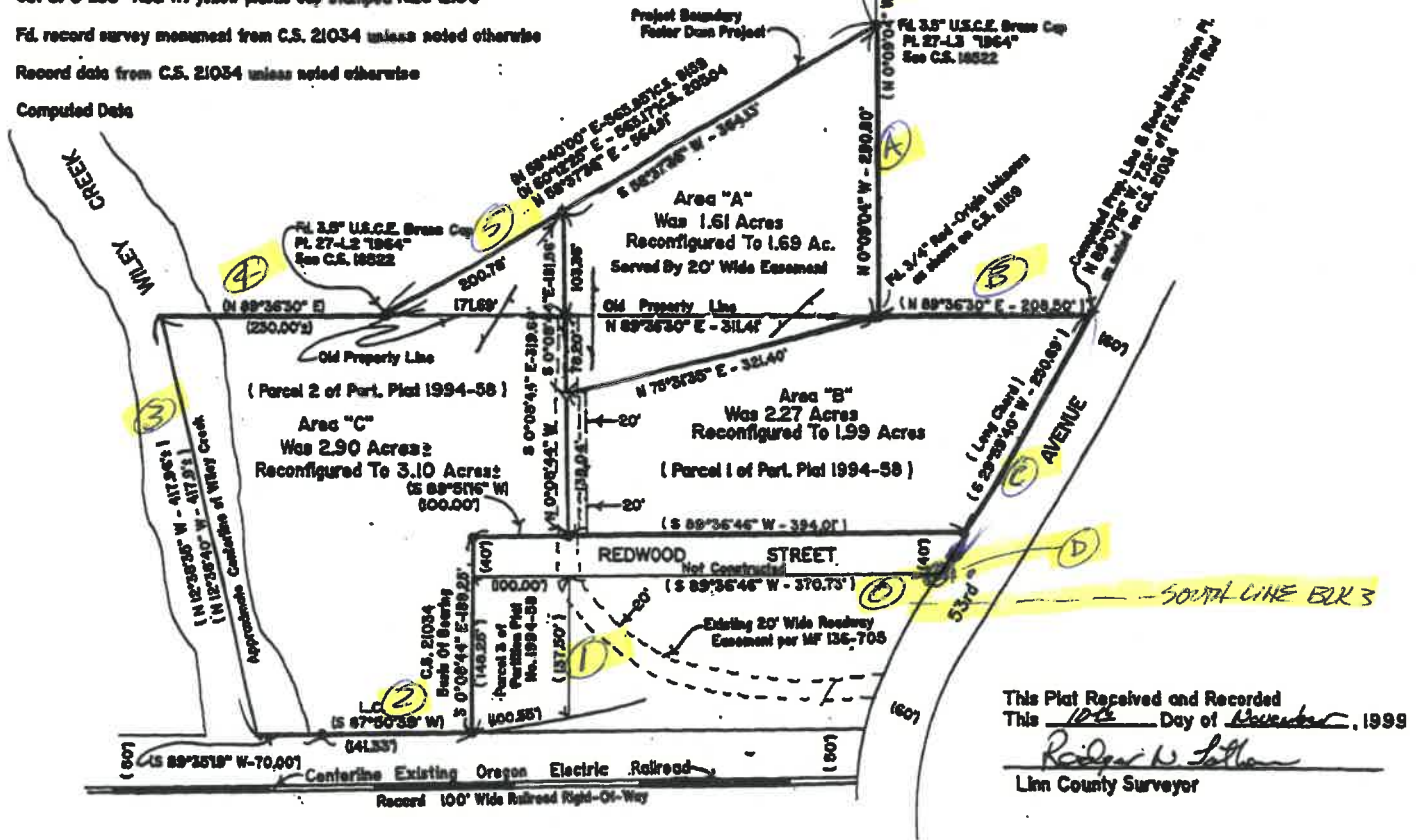
Record Date-6/30/01
 South Sentinel Surveying Inc.
 27000 Riggs Hill Road
 Foster, Oregon 97345
 Phone 541-367-5397

Narrative:

This PLA survey was made to reconfigure Parcels 1 and 2 of Partition Plat No. 1994-58 (C.S. 21034) and the adjoining tract to the North to allow proper setback for the residence sited on Area "A".
 If and when Redwood Street is constructed a provision has been made for Area "A" to be served by a 20 foot even width Access Easement along and parallel with West line of Area "B". It is presently served by a 20 foot wide roadway per recorded document MF 136-705. Monuments as shown on C.S. No's 8159 and 21034 were controlling.

Legend:

- o Set 5/8"x30" Red W/yellow plastic cap stamped RLS 2190
- o Fd. record survey monument from C.S. 21034 unless noted otherwise
- (-) Record data from C.S. 21034 unless noted otherwise
- (.) Computed Data



This Plat Received and Recorded
 This 10th Day of November, 1999
Roderic W. Latham
 Linn County Surveyor

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That LOUIS WODTLI, GRACE W. BOWSER, and MAMIE W. TABLER, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CHESTER O. ROYER and SHIRLEY J. ROYER, husband and wife, hereinafter called the grantee,

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Linn and State of Oregon, described as follows, to-wit:

Beginning at a brass cap marked 1964-27-L3USCE, said brass cap being South 0°09' East 159.29 feet from the Northeast corner of Lot 3 in Section 27, Township 13 South, Range 1 East, Willamette Meridian, Linn County, Oregon; thence South 0°09' East 290.80 feet to a 3/4 inch iron rod on the North line of the Altschul's Addition to Foster, Oregon; thence North 89°36'30" East along the North line of said Altschul's Addition, 210.00 feet, more or less, to the Westerly line of Market Road No. 35; thence Southwesterly along the Westerly line of said Market Road No. 35 to a point which is 17.50 feet North of the South line of Block 3 of Altschul's Addition; thence South 89°36'30" West 384.95 feet to a 3/4 inch iron pipe; thence South 0°09' East 137.50 feet to the Northerly line of the Oregon Electric Railroad right of way; thence Westerly along the Northerly line of the Oregon Electric Railroad right of way 315.00 feet, more or less, to the center of Wiley Creek; thence Northwesterly along the center of said Wiley Creek, 420.00 feet, more or less, to the intersection of the North line of said Altschul's Addition; thence North 89°36'30" East 235.00 feet, more or less, to a brass cap on the North line of said Addition marked 1964-27-L2USCE; thence North 58°40' East 565.85 feet to the point of beginning. AND ALSO a 20.00 foot of even width roadway easement as shown on County Survey No. 8159, recorded in the Linn County Surveyor's office.

A
B
C
D
E
F
G
H
I

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except transmission line easement to Pacific Power & Light Co., in Book 332, page 544 Deed Records, and rights of the public in streets, roads and highways.

FUTURE TAX STATEMENTS ARE TO BE MAILED TO:

Chester O. Royer
1327 Long St.
Sweet Home, OR 97386



Recorded By
Pioneer National
Title Insurance Company

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

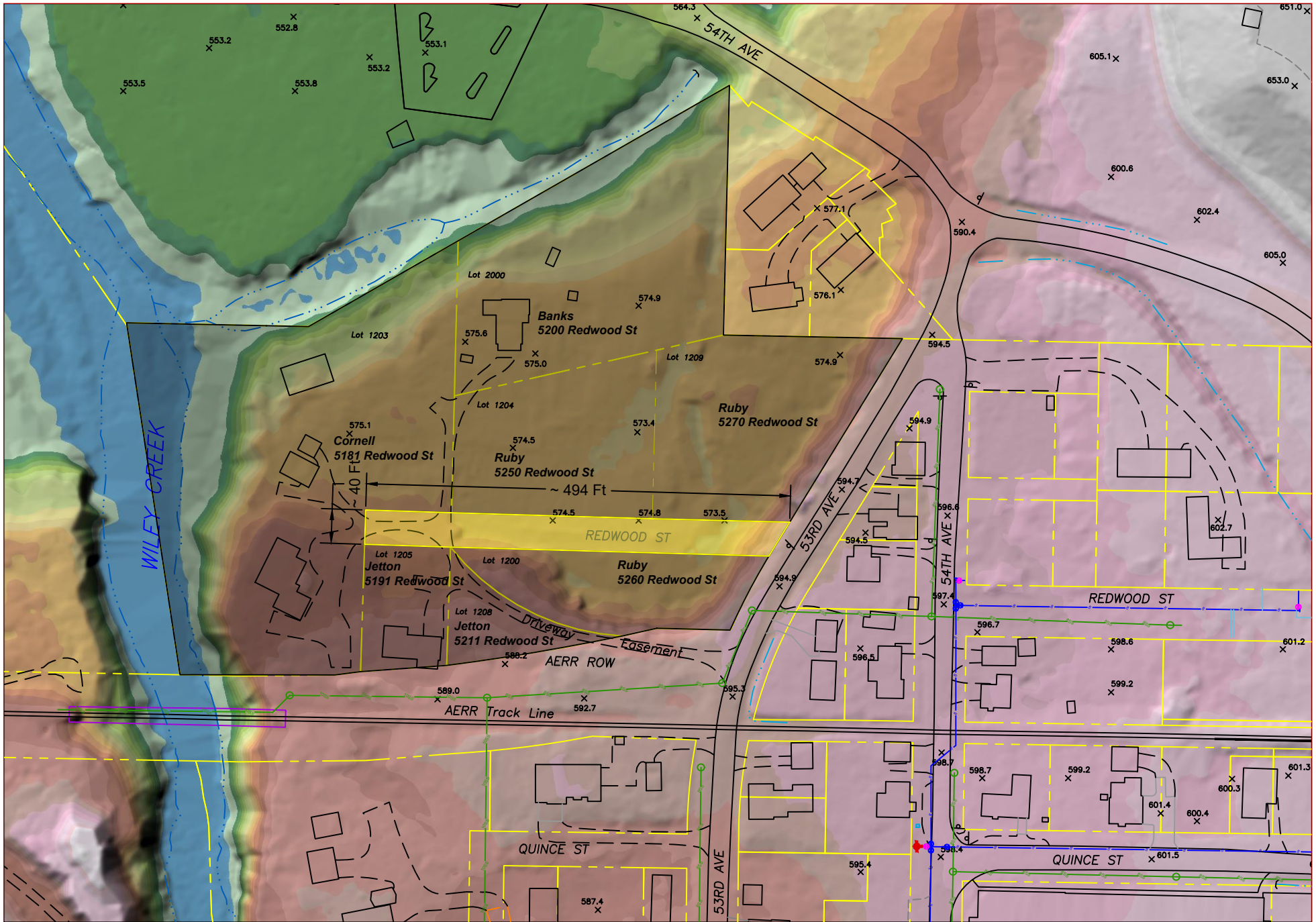
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,000.00. However, the actual consideration consists of or includes other property or value given or promised which is ^{part of} the whole consideration (indicate which). (If not applicable, delete).

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this 20 day of May, 1976.

Mamie W. Tabler
Louis Wodtli

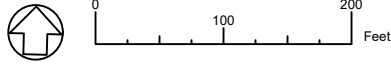
STATE OF OREGON, County of Linn) ss. May 2, 1976
Personally appeared the above named LOUIS WODTLI, GRACE W. BOWSER and MAMIE W. TABLER and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Clara L. Johnson*
Notary Public for Oregon
My commission expires 10/15/78



Redwood Street & 53rd Avenue, N. or RR Tracks.
 Proposed Vacated Area (19,254 SqFt) and adjoining Properties (7).

Scale 1" = 150'
 Ground LiDAR 3 ft Elevation Banding. 12-05-2022





REQUEST FOR COUNCIL ACTION

Title: Water Treatment Plant Raw Water Valve Replacement

Preferred Agenda: December 13, 2022

Submitted By: Steven Haney, Utilities Manager
Trish Rice, Engineering Technician
Greg Springman, Public Works Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion ____ Roll Call X Other ____

Relevant Code/Policy: n/a

Towards Council Goal: Goal 1.1c Develop specific steps for implementation of the adopted infrastructure master plans

Attachments: TAG quote

Purpose of this RCA:

Staff requests authorization to procure materials and services with the City's Integrator of Record to replace the failed raw water valve at the Water Treatment Plant.

Background/Context:

Staff tasked the Engineer of Record (West Yost) and the Integrator of Record (The Automation Group, aka TAG) with designing the replacement of the failed raw water valve and appurtenances at the Water Treatment Plant. This project was initiated in 2019 and was deferred due to budget and staff capacity. Site conditions have worsened to the point that it cannot be deferred any longer.

The City draws raw water from Foster Dam which is conveyed to the Water Treatment Plant property via a 30" pipe, where it then flows through a 24" valve which is supposed to control the flow rate. Raw water is then stored in an open-air concrete basin before being pumped by other systems into the WTP building for treatment. The 24" raw water valve has failed in multiple ways including failed seals, failed actuator, and outdated PLC controls, and can no longer regulate the incoming raw water. Consequently water flows unrestricted from the dam to the open-air basin where it then overflows to the stormwater system. The stormwater drainage system crosses neighboring property and the additional flow has attracted beaver activity and localized flooding.

Additionally, replacing like-for-like is undesirable. The 24" valve was sized for flow rates at full buildout (10 mgd), which the City is unlikely to reach for decades. It is excessively large for our current and projected use (2 mgd). This contributes to premature failure since the valve doesn't operate within its intended range. Vendors also do not typically keep replacement parts in stock, requiring special orders for all maintenance.

TAG has provided the attached quote detailing the scope of work. This project will replace the failed 24" valve with two smaller valves which will be easier to maintain. The new system will include an 8" electric valve with actuator and a 12" manual bypass valve. The installation also includes associated piping and updated instrumentation & controls.

TAG will provide the updated PLC and programming via their shop; and has solicited 3 quotes for the valves. The low bidder, Auma, also has the shortest lead times (estimated 16-18 weeks). Staff, TAG, and West Yost have reviewed the bids and recommend accepting Auma's low bid, which brings the project cost estimate to \$129,381.

There is \$150k budgeted for this project. As part of this RCA, staff requests authorization to use the remaining \$20,619 budget as contingency reserve subject to the City Manager's approval. The total project cost is not to exceed the budgeted \$150k.

The Challenge/Problem:

How do we make efficient use of limited funds to operate our water treatment system effectively?

Stakeholders:

- Sweet Home Residents – Residents deserve well-maintained City infrastructure that meets their needs and improves their quality of life.
- Adjacent Property Owner – The overflow of raw water from the WTP site is causing localized flooding on neighboring property.
- Sweet Home City Council – The City Council has a goal to provide viable and sustainable infrastructure that serves development and improves residents' quality of life.
- Sweet Home City Staff – City Staff have an interest in completing projects that empower them to meet the Council's goals and which reduce staff time spent on reactive maintenance.

Issues and Financial Impacts:

There is \$150k budgeted for this project. The estimate is \$129,381.

TAG's quote notes that "TAG's Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order."

Staff request authorization to use the remaining \$20,619 budget as contingency reserve to cover such potential material price changes, and potential field changes during construction. The total project cost is not to exceed the budgeted \$150k.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed optimizations such that the useful life of City infrastructure will be maximized and staff have needed operational controls to respond to customer demands.

Options:

1. Option 1 – Move to cancel the project. The project will remain in the CIP. The unspent capital funds will go into the ending fund balance and be available for re-budgeting. The excess flow of raw water will continue to overflow to the stormwater system on neighboring property.
2. Option 2 – Move to reject all bids and re-bid the project. The project will remain in the CIP. The delay is likely to result in cost increases due to industry inflation.
3. Option 3 – Move to execute the procurement and authorize use of budgeted funds as contingency. Staff will execute the task order with TAG and give notice to proceed.

Recommendation:

Staff recommends Option 3 – Move to execute the procurement and authorize use of budgeted funds as contingency.



Quote

The Automation Group, Inc.

www.tag-inc.us

CCB #172838

Phone: 541-359-3755

Quote #211118G

Nov. 18, 2022

Steven Haney
City of Sweet Home

RE: Sweet Home WTP - Raw Water Control Valve Replacement

Project Scope:

TAG is providing a Quote to Supply and install a manual bypass valve with associated piping and an electric valve including a pressure relief in place of the existing AUMA Valve. TAG will replace the existing Micro 1100 PLC with a 1400 w/analog and program it to control the valve. The piping structure will be side to side vs stacking as shown on figure 3 of the technical Memorandum.

Materials:

- 8" Electric Valve with Manual Override and local controls
- 12" Manual Valve with Handwheel
- Pressure relief
- Associated piping for above side by side application
- Micro 1400 w/Analog control
- Conduit and wire for valve power
- Conduit and wire for control from PLC

Tasks:

- Installation of above Materials
- PLC Programming for Auto/Manual Control of Valve
- Manufacturer valve setup and startup
- System Startup

Valve Specs with lead times to choose from:

Limitorque

8" Pratt AWWA Butterfly Valve, 125# Flanged, DI Body, DI Disc, 316 SS Stem, EPDM Seat, 8 Mils Epoxy Coating.
Limitorque Electric Actuator, Weatherproof Enclosure, Modulating Service, 480 VAC Main Power, 24 VDC Control Power, Manual Override, Local Controls, CS Bracket and Coupling.

Delivery: 40-42 Weeks

12" Pratt AWWA Butterfly Valve, 125# Flanged, DI Body, DI Disc, 316 SS Stem, EPDM Seat, 8 Mils Epoxy Coating, Gear Operated W/ Handwheel.

Delivery: 3-4 Weeks



Rotork

8" Pratt AWWA Butterfly Valve, 2FII Class 150B, 125# FLG x FLG, DI Body, DI Disc with 316 SS Edge, EPDM Seat, 316 SS Shaft, Nylatron Bearings, 8 Mils Epoxy Coating, Import Materials.
Rotork IQT500 mk3 Intelligent Actuator, with:

- Watertight Enclosure,
- FA10 Output Flange,
- 480V 3Ø 60 Hz Power Supply,
- 24 VDC Indication Power,
- Isolating Control,
- 60 starts/stops per hour,
- CPT/Folomatic Communication Card,
- 4-20mA for Indication and Control,
- 369 ft-lbs Available Torque,
- 15-60 Second Stroke Time,
- Adaption & Machining,
- 1 day Startup & Commissioning,
- Wiring Diagram 303B0000 (Attached), and
- Remote Control Circuitry Diagram RWS102 (Attached).

Delivery: 22-24 Weeks

12" Pratt AWWA Butterfly Valve, 2FII Class 150B, 125# FLG x FLG, DI Body, DI Disc with 316 SS Edge, EPDM Seat, 316 SS Shaft, Nylatron Bearings, 8 Mils Epoxy Coating, Gear Operated with Handwheel. Import Materials.

Delivery: 22-24 Weeks

Auma

8" Homestead Series 820 Class 150B AWWA Butterfly Valve, ANSI B16.1 Class 125 flanged, ductile iron body, ductile iron disc, bonded and vulcanized Buna body seat, 316SS disc edge, 316SS shaft, Buna packing, fusion bonded epoxy coating and lining,

DEVICE CHARACTERISTICS

AUMA product Quarter-turn electric actuator

Rated output torque [lbs.ft.] 450

Rated output torque [inch.lbs.] 5,400

Rated output torque [Nm] 610

Approximate weight (lbs.) 77



Quote

SERVICE CONDITIONS

Version Weather-proof
Operating mode Modulating duty
Enclosure protection CSA type 6P
Color AUMA silver-grey (similar to RAL 7037)
Ambient temperature -30 °C to +70 °C (-22 °F to +158 °F)
Nameplates English - aluminum (US-AL)
Sealing elements NBR - Nitrile Butadiene Rubber
Corrosion protection KS

ELECTRICAL DATA

Mains voltage 480 Volts AC
Phase 3-Ph
Frequency 60 Hz
Type of duty S4 - 25% intermittent duty
Motor protection (D-1T-O140) 3 thermal switches, 1 N.C. contact per phase wired in series 140°C, class F insulation, tropicalized winding

MOTOR DATA

Motor designation SDOR063-4-0,04
Nominal power (HP) 1/16
Nominal power (kW) 0.04
Nominal speed (RPM) 1680
Nominal current (FLA) 0.5
Current approx. I_{max}. (RTA) 0.5
Starting current (LRA) 1.0
COS 0.48

ACTUATOR FEATURES

SQ model SQR 10.2
Valve coupling Unbored valve shaft coupling
Swing angle Setting range 75 - 105 degrees
Set to degrees 92
Operation time 35 seconds for 90°
Valve attachment FA10, US flange with female pilot
Coupling type steel
Mechanical position indicator (11.2) self-adjusting continuous indication, with symbols OPEN and CLOSED
Torque switches (0-M) torque sensing via MWG
Limit switches (0-M) limit sensing via MWG
Position transm. (30.5) MWG absolute encoder for AC 01.2
Heater (22.5) 24 V in combination with controls: 5 W
Motor heater (0) without
Torque switching Setting range 225-450 lbs.ft.
Set to close lbs.ft. 262
Set to open lbs.ft. 262
Handwheel 7.9" (200mm)
Close direction RH - clockwise
Limit switching (240) SQ with MWG
Lubricant F15 Shell ALVANIA 1029



Quote

Electrical connection (S0-000) actuator plug for mounting AM/SEM/AC

ACTUATOR CONTROLS

AUMATIC version AC 01.2

Feedback E2 MWG magnetic limit/ torque sensor (non-intrusive setting)

Max. motor power (B00.01) Contactors for power class A1

Motor protection (C00.01) thermal switch, automatic reset

Interface (D00.01) Parallel I/O Interface

Positioner (F10.01) Positioner

Input signals (R00.02) MODE, CLOSE, OPEN, STOP, EMERGENCY •

Control voltage (E00.01) 24 V DC

Electronics supply (A10.01) 24 V DC internal •

Output aux. voltage (A30.01) 24 V DC - 100mA (internally powered)

Output contacts (H00.03) 6 output contacts: 6 NO/NC without common 250V AC/5A •

Output signals (S00.01) default setting: K1=Fault, K2=End pos. CLOSED, K3=End pos. OPEN, K4=Selector sw.

REMOTE, K5=Torque fault CLOSE, K6=Torque fault OPEN

Local controls (L00.01) selector switch LOCAL-OFF-REMOTE with padlock; push buttons OPEN-STOP-CLOSE-RESET;

large graphical LCD with a resolution of 200 x 100 pixels

Activ. Bluetooth (L90.01) Switched on

Indication lights (L10.02) 1 CLOSED:green, 2 TRQ-CL:blue, 3 TH:yellow, 4 TRQ-OP:violet, 5 OPEN:red,

BLUETOOTH:blue (with numbers) •

Face plate (EN-ES-FR) English-Spanish-French •

Tolerance mains voltage (A40.01) +/- 10%

Electrical connection (SB-080) plug/socket 100mm, 2 x 3/4" NPT; 1 x 1 1/4" NPT •

Heater (Q00.01) heater 24 V, internal supply •

Analog input 1 (P20.02) setpoint: 4-20mA

Analog output 1 (P00.02) Position feedback: 4-20mA

Analog output 2 (P10.02) Torque feedback: 4-20mA

Blinker version (N00.02) lights illuminated in mid travel (electronic)

Display language English

Switch off in CLOSE (042.01) Limit

Switch off in OPEN (043.01) Limit

Self retaining LOCAL (033.03) In direction OPEN and CLOSE

Self retaining REMOTE (052.00) OFF

Safety mode (153.01) OFF

Emergency function (140.01) OFF

Torque by-pass Function not active

Mounting position Position A

Mounting pos. local controls Position A-1, selector switch at 6 o'clock in relation to base of controls (standard for SA/SQ)

Electrical connection mounting position Position A

OPTIONAL EXTRAS

Double sealed at customer connection XK Yes

Delivery: 16-18 Weeks



Clarification/Exclusions:

- Bonds, Permits, City - County
- Bypass Pumping
- Painting
- Engineering
- Seismic Calcs
- Site Concrete / PCC Patching
- Construction Fencing or Temporary Facilities
- Handling of contaminated materials
- TAG’s Labor Pricing is not affected by the National Supply Chain Shortages, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Pricing: Add the top line item to the Valve Option selected for a Grand Total. Valve and actuator information is attached in separate zipped files for review.

I&C and Valve Installation.....\$111,969.00

Valve Options 1-3 (Choose one and add to above for Total)

- Option 1 – Limitorque.....\$17,990.00**
- Option 2 – Rotork.....\$24,956.00**
- Option 3 – Auma\$17,412.00**

Thank you,
Gary Jenks
 Gary Jenks
 (541) 912-3766
 gjenks@tag-inc.us



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action - Mahler WRF Electrical Equipment Pre-Purchase

Preferred Agenda: December 13, 2022

Submitted By: Steven Haney, Utilities Manager
Trish Rice, Engineering Technician
Greg Springman, Public Works Director

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion ____ Roll Call X Other ____

Relevant Code/Policy: N/A

Towards Council Goal: 1.1 Develop specific steps for implementation of the adopted infrastructure master plans.

Attachments: Procurement documents set

Purpose of this RCA:

Staff requests authorization to procure owner-supplied electrical equipment through the City's Integrator of Record for the Mahler WRF Improvements Project.

Background/Context:

On November 8, 2022, Council approved the Engineer's recommendation for the Interim Improvements Project including pre-ordering of long-lead electrical equipment for the subsequent Improvements Project. Staff tasked the Engineer of Record (West Yost) and the Integrator of Record (The Automation Group, aka TAG) with preparing the equipment specifications and contract documents. The task order was developed as a joint effort, however it will be executed directly with TAG under the Integrator of Record contract.

The equipment to be procured is the plant's main switchgear and standby generator. It will be supplied to the construction contractor for installation in the Mahler WRF Improvements Project. Ordering now will TAG has solicited a minimum of 3 quotes for the equipment as detailed in their quote at the end of the attached procurement documents.

The cost of this task order is \$889,371.57 including bonds and owner-controlled contingency. Payment for the equipment is 60% at time of order in FY23 and 40% upon delivery FY24. The FY23 total of up to \$557,268.67 (including contingency) will be eligible for reimbursement from the \$7M state earmark. The FY24 total is expected to be \$332,102.90.

Item	Cost	FY23 Cost (60% up front)	FY24 Cost
Switch Gear	\$ 501,785.25	\$ 301,071.15	\$ 200,714.10
Generator	\$ 328,472.00	\$ 197,083.20	\$ 131,388.80
Performance & Payment Bonds (3%)	\$ 25,904.03	\$ 25,904.03	
Owner-Controlled Contingency (4%)	\$ 33,210.29	\$ 33,210.29	
Total	\$ 889,371.57	\$ 557,268.67	\$ 332,102.90

Staff recommends ordering now to lock in the equipment prices and start the clock with the vendors for delivery time, to ensure that the equipment is available to the construction contractor during the main phase of the construction project.

The Challenge/Problem:

To make efficient use of limited funds to complete needed wastewater treatment improvements and satisfy DEQ requirements and state funding timelines.

Stakeholders:

- City Residents. Residents are the customers who deserve good service with the highest return on their taxes and fees that we can provide, and who trust the City to maintain their infrastructure systems at a high level of service.
- Council Members. Council members are the voice of the citizens we serve. Each member of this group is interested in providing the best service possible at the lowest possible cost. They must balance leadership with representation.
- Public Works Department Staff. This project will greatly improve the operability of the WWTP which is currently undersized and beyond its serviceable lifespan. Staff spends significant time fixing broken down equipment and fighting with system inefficiencies.
- Management Team. Comprised of five department heads, each with a responsibility to the citizens and City Manager to run their day-to-day operations as efficiently as possible.
- Oregon DEQ. The WWTP upgrade project is required to comply with DEQ regulations.

Issues and Financial Impacts:

The task order will be billed to the project and will cost \$889,371.57 including owner-controlled contingency. Payment for the equipment is 60% at time of order in FY23 and 40% upon delivery FY24. The FY23 total of up to \$557,268.67 (including contingency) will be eligible for reimbursement from the \$7M state earmark. The FY24 total is expected to be \$332,102.90.

Elements of a Stable Solution:

A stable solution will provide efficient completion of needed facility improvements and make full use of the funding from the State of Oregon for this project.

Options:

1. Option 1 – Move to cancel the project. Not recommended.
2. Option 2 – Move to reject all bids and re-bid the project. The project will remain in the CIP. The delay is likely to result in cost increases due to industry inflation.
3. Option 3 – Move to execute the procurement as presented. Staff will execute the task order with TAG and give notice to proceed.

Recommendation:

Staff recommends Option 3 – Move to execute the procurement as presented.

City of Sweet Home

1400 24th Avenue
Sweet Home, OR 97386

Mahler Water Reclamation Facility (MWRF)

Owner-Provided Electrical Equipment Procurement Task Order

Task Order Document for the provision of Goods to be provided by
the City Integrator-of-Record –
The Automation Group, Inc (TAG)

December 2022



**5 Centerpointe Dr #130,
Lake Oswego, OR 97035**
(530) 756-5905
FAX (530) 756-5991

**MWRF Owner-Provided Electrical Equipment Procurement Task Order
Table of Contents**

P520	Agreement Between Buyer and Seller for Procurement Task Order
P610	Performance Bond for Procurement Task Order
P615	Payment Bond for Procurement Task Order
P625	Buyer's Acknowledgment of Receipt of Goods
P700	General Conditions of the Procurement Task Order
	Sample AIS Certification Forms
Exhibit A	The Automation Group (TAG) Proposal

P520 – AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT TASK ORDER

TABLE OF CONTENTS

	Page
Article 1— Procurement Task Order.....	1
1.01 <i>Goods and Special Services</i>	1
1.02 <i>The Project</i>	1
1.03 <i>Engineer</i>	1
1.04 <i>Point of Destination</i>	1
Article 2— Procurement Task Order Times	1
2.01 <i>Time of the Essence</i>	1
2.02 <i>Schedule of Procurement Task Order Times</i>	1
2.03 <i>Shop Drawings and Samples</i>	2
2.04 <i>Liquidated Damages</i>	2
Article 3— Procurement Task Order Price.....	2
3.01 <i>Procurement Task Order Price and Total Price</i>	2
3.02 <i>Procurement Task Order Price and Total Price—Based on Attached Bid</i>	3
Article 4— Payment Procedures	3
4.01 <i>Submittal and Processing of Applications for Payment</i>	3
4.02 <i>Progress Payments; Final Payment</i>	3
4.03 <i>Interest</i>	3
Article 5— RESERVED.....	4
Article 6— Procurement Task Order Documents	4
6.01 <i>List of Procurement Task Order Documents</i>	4
Article 7— Seller’s Representations and Certifications	4
7.01 <i>Seller’s Representations</i>	4
7.02 <i>Seller’s Certifications</i>	5
Article 8— Reserved.....	5
Article 9— Mutual Waiver	5
9.01 <i>Mutual Waiver of Consequential Damages</i>	5

P520 – AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT TASK ORDER

This Procurement Agreement is by and between **the City of Sweet Home** (“Buyer”) and **The Automation Group, Inc.** (“Seller”) for the Mahler Water Reclamation Facility (MWRf) Owner-Provided Electrical Equipment Procurement.

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Task Order and the Supplementary Conditions of the Procurement Task Order.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT TASK ORDER

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Task Order Documents. The Goods and Special Services are generally described as follows:
 - 1. **Goods:** Provision of electrical equipment including:
 - a. MWRf Main Switchgear
 - b. MWRf Standby Generator

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Mahler Water Reclamation Facility Interim Improvements Project (Project).**

1.03 *Engineer*

- A. Buyer has retained **West Yost Associates, Inc.** (“Engineer”), to prepare Procurement Task Order Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Task Order Documents in connection with Seller’s furnishing of Goods and Special Services.

1.04 *Point of Destination*

The Point of Destination is designated as: **Mahler Water Reclamation Facility, 1357 Pleasant Valley Road, Sweet Home, OR 97386.**

ARTICLE 2—PROCUREMENT TASK ORDER TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Task Order Documents, are of the essence of the Procurement Task Order.

2.02 *Schedule of Procurement Task Order Times*

- A. The following schedule sets forth the Procurement Task Order Times:

Milestone	Date or Days	Notes
MWRF Main Switchgear	441	Delivery timeframe offered by Seller following Submittal and Shop Drawing favorable review.
MWRF Standby Generator	595	Delivery timeframe offered by Seller following Submittal and Shop Drawing favorable review.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall base procurement of electrical equipment on MWRF Phase 1 final Task Order documents dated August 2022.
- B. *Engineer’s Review:* It is the intent of the parties that provision of Goods and Special Services under this Procurement Task Order will be based on the MWRF Phase 1 100% Design Documents issued by the Engineer. It is acknowledged that the MWRF Phase 1 design solicitation was canceled to rescope the phasing of the Project, that the Phase 1 design will be ongoing, and that some Shop Drawings and Submittals may be required related thereto. Parties agree that an Owner-Controlled Contingency of \$33,210.29 included in the Budget will be used to address equipment modifications related to the MWRF Phase 1 design.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Task Order. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller’s specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$200 for each Day that expires after the time specified in Paragraph 2.02 for Delivery of Goods to the Point of Destination following approval of Submittals and Shop Drawings.

ARTICLE 3—PROCUREMENT TASK ORDER PRICE

3.01 *Procurement Task Order Price and Total Price*

- A. The Procurement Task Order Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of **\$889,371.57 (eight hundred eighty-nine thousand, three-hundred seventy-one dollars and fifty-seven cents)** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Task Order Documents.
- C. The Procurement Task Order Price is comprised of a combination of Goods as follows:

1. Goods shall include the MWRf Main Switchgear and MWRf Standby Generator. The Task Order Amount allocated for Goods is \$830,257.25.
2. Performance and Payment Bonds. The Task Order Amount allocated for Bonds is \$25,904.03.
3. Owner-Controlled Contingency. The Task Order Amount allocated for Contingency is \$33,210.29.

3.02 *Procurement Task Order Price and Total Price—Based on Attached Bid*

- A. For furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents, Buyer shall pay Seller the prices stated in Seller’s Bid, subject to final adjustments for Unit Price Goods and Special Services and Buyer’s Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **No alternates.**

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. **Payment Schedule 1 for Goods:** Seller may submit an Application for Payment requesting the stated percentage of Procurement Task Order Price for Main Switchboard and Standby Generator based upon the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Advance for purchase of Goods provided with proof of purchase	60
2. Freight on Board (FOB) delivery of Goods to Point of Destination along with provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Task Order Documents.	40
Total Procurement Task Order Price for Goods (Lump Sum)	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer’s presentation to Buyer of the Application for Payment and Engineer’s recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of 6 percent per annum.

ARTICLE 5—RESERVED

ARTICLE 6—PROCUREMENT TASK ORDER DOCUMENTS

6.01 *List of Procurement Task Order Documents*

- A. The Procurement Task Order Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Task Order.
 - 3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 4. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Attachment A, The Automation Group Phase 1 Owner Provided Equipment Letter Proposal
 - 5. The following which may be delivered or issued on or after the Effective Date of the Procurement Task Order and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Task Order Documents other than those listed above.
- D. The Procurement Task Order Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller’s Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Task Order Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Task Order.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Task Order.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Task Order Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Task Order Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Task Order.
7. Seller's entry into this Procurement Task Order constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Task Order Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Task Order. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Task Order execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Task Order to the detriment of Buyer, (b) to establish bid or Task Order prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Task Order.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Task Order. If Buyer (Project Owner) assigns this

Procurement Task Order to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Task Order.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Task Order is **December 14, 2022**.

Buyer

Seller

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

P610 – PERFORMANCE BOND FOR PROCUREMENT TASK ORDER

Seller Name: The Automation Group, Inc. Address <i>(principal place of business)</i> : 4678 Isabelle Street Eugene, OR 97402	Surety Name: KPD Insurance Address <i>(principal place of business)</i> : KPD Insurance 1111 Gateway Loop, Springfield, OR 97477
Buyer Name: City of Sweet Home Mailing address <i>(principal place of business)</i> : 1400 24th Ave Sweet Home, OR 97386	Procurement Contract Description <i>(name and location)</i> : furnishing electrical equipment Project : Mahler Water Reclamation Facility Interim Improvements Project Point of Destination : 1357 Pleasant Valley Road, Sweet Home, OR 97386 Procurement Contract Price : \$889,371.57 Effective Date of Procurement : December 14, 2022
Bond Bond Amount: \$889,371.57 Date of Bond: December 14, 2022 <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 15	
Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Seller as Principal	Surety
<i>(Full formal name of Seller)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Task Order, which is incorporated herein by reference.
2. If the Seller performs the Procurement Task Order, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Task Order, the Surety's obligation under this Bond will arise after:
 - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Task Order, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
 - 3.2. The Buyer declares a Seller Default, terminates the Procurement Task Order, and notifies the Surety; and
 - 3.3. The Buyer has agreed to pay the Balance of the Procurement Task Order Price in accordance with the terms of the Procurement Task Order to the Surety or to a seller selected to perform the Procurement Task Order.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Task Order;
 - 5.2. Undertake to perform and complete the Procurement Task Order itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a Task Order for performance and completion of the Procurement Task Order, arrange for a Task Order to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Task Order, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Task Order Price incurred by the Buyer as a result of the Seller Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Task Order, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Task Order. Subject to the commitment by the Buyer to pay the Balance of the Procurement Task Order Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Task Order;
 - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Task Order, actual damages caused by delayed performance or non-performance of the Seller.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Task Order, and the Balance of the Procurement Task Order Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Task Order or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

P615 – PAYMENT BOND FOR PROCUREMENT TASK ORDER

<p>Seller</p> <p>Name: The Automation Group, Inc.</p> <p>Address <i>(principal place of business)</i>: 4678 Isabelle Street Eugene, OR 97402</p>	<p>Surety</p> <p>Name: KPD Insurance</p> <p>Address <i>(principal place of business)</i>: KPD Insurance 1111 Gateway Loop, Springfield, OR 97477</p>
<p>Buyer</p> <p>Name: City of Sweet Home</p> <p>Mailing address <i>(principal place of business)</i>: 1400 24th Ave Sweet Home, OR 97386</p>	<p>Procurement Task Order</p> <p>Description <i>(name and location)</i>: furnishing electrical equipment</p> <p>Project: Mahler Water Reclamation Facility Interim Improvements Project</p> <p>Point of Destination: 1357 Pleasant Valley Road, Sweet Home, OR 97386</p> <p>Procurement Task Order Price: \$889,371.57</p> <p>Effective Date of Procurement: December 14, 2022</p>
<p>Bond</p> <p>Bond Amount: \$889,371.57</p> <p>Date of Bond: December 14, 2022</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Procurement Task Order)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 17</p>	
<p>Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Seller as Principal	Surety
<i>(Full formal name of Seller)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i></p>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Task Order, which is incorporated herein by reference, subject to the following terms.
2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Task Order, then the Surety and the Seller shall have no obligation under this Bond.
3. If there is no Buyer Default under the Procurement Task Order, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Task Order, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.
4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct Task Order with the Seller
 - 5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct Task Order with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Buyer to the Seller under the Procurement Task Order will be used for the performance of the Procurement Task Order and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Task Order are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.
10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Procurement Task Order. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Procurement Task Order or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Task Order, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Task Order or to perform and complete or comply with the other material terms of the Procurement Task Order.
 - 16.2. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.2.1. The name of the Claimant;
 - 16.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Task Order;

- 16.2.4. A brief description of the labor, materials, or equipment furnished;
 - 16.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Task Order;
 - 16.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.2.7. The total amount of previous payments received by the Claimant; and
 - 16.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.3. *Claimant*—An individual or entity having a direct Task Order with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Task Order. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement, architectural and engineering services required for performance of the work of the Seller and the Seller’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Task Order.
- 16.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Task Order.
- 16.6. *Procurement Task Order*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Task Order Documents and all changes made to the Procurement Task Order.
- 16.7. *Procurement Task Order Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.
17. Modifications to this Bond are as follows: **None**

P625 – BUYER’S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer: City of Sweet Home
Engineer: West Yost Associates
Seller: The Automation Group, Inc.
Project: Mahler Water Reclamation Facility Interim Improvements Project
Contract Name: Mahler WRF Owner-Provided Electrical Equipment Procurement

Buyer’s Project No.:
Engineer’s Project No.: 936-50-21-09
Seller’s Project No.:

This Buyer’s Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

All Goods The following specified portions of the Goods: **[Specify]**

Date of delivery of the Goods to the Point of Destination: **[Date]**

Date of Buyer’s visual inspection of the Goods: **[Date]**

Date of this Acknowledgment: **[Date]**

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: None As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

[List, if any, or indicate None]

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

Buyer

By (signature): _____

Name (Printed): _____

Title: _____

Date: _____

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P700 – STANDARD GENERAL CONDITIONS OF THE PROCUREMENT TASK ORDER

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	4
1.03 Defined Terms Related to American Iron and Steel.....	5
Article 2— Preliminary Matters.....	8
2.01 Delivery of Bonds and Evidence of Insurance.....	8
2.02 Copies of Documents.....	8
2.03 Electronic Transmittals.....	9
2.04 Preliminary Schedules.....	9
2.05 Preliminary Conference.....	9
2.06 Safety.....	9
Article 3— Procurement Task Order Documents.....	10
3.01 Intent.....	10
3.02 Reference Standards.....	10
3.03 Reporting and Resolving Discrepancies.....	11
3.04 Requirements of the Procurement Drawings and Procurement Specifications.....	11
3.05 Reuse of Documents.....	12
3.06 American Iron and Steel (AIS) Requirements.....	12
Article 4— Commencement and Schedule.....	13
4.01 Commencement of Procurement Task Order Times.....	13
4.02 Continuing Performance.....	13
4.03 Adjustments to Progress Schedule.....	13
4.04 Delays.....	13
Article 5— Bonds and Insurance.....	16
5.01 Performance, Payment, and Other Bonds.....	16
5.02 Insurance—General Provisions.....	17
6.03 Seller’s Insurance.....	18

6.04	Builder’s Risk and Other Property Insurance	22
6.05	Property Losses; Subrogation	24
6.06	Receipt and Application of Property Insurance Proceeds	25
Article 6— Licenses and Fees		25
6.01	Intellectual Property and License Fees	25
6.02	Seller’s Infringement	25
6.03	Buyer’s Infringement	26
Article 7— Seller’s Responsibilities		27
7.01	Performance of Obligations	27
7.02	Labor, Materials and Equipment	27
7.03	Laws and Regulations	27
7.04	“Or Equals”	28
7.05	Taxes	29
7.06	Submittals	29
7.07	Indemnification	32
7.08	Concerning Subcontractors and Suppliers	32
Article 8— Shipping and Delivery		32
8.01	Shipping	32
8.02	Delivery	33
8.03	Risk of Loss	33
Article 9— Buyer’s Rights		33
9.01	Seller’s Warranties and Guarantees	33
9.02	Inspections and Testing	34
9.03	Non-Conforming Goods and Special Services	35
9.04	Correction Period	37
Article 10— Engineer’s Status		37
10.01	Engineer’s Role Defined	37
10.02	Duties and Responsibilities; Authority; Limitations	37
Article 11— Changes		38
11.01	Amending and Supplementing the Procurement Task Order	38
11.02	Change Orders	38
11.03	Change Directives	38
11.04	Field Orders	39

11.05	Buyer-Authorized Changes in the Goods and Special Services.....	39
11.06	Buyer’s Contingency Allowance.....	39
11.07	Unauthorized Changes in the Goods and Special Services	40
11.08	Change of Procurement Task Order Price.....	40
11.09	Change of Procurement Task Order Times	40
11.10	Notification to Surety.....	40
Article 12— Claims, Disputes, and Dispute Resolution		40
12.01	Claims.....	40
12.02	Dispute Resolution Method	41
Article 13— Payment		42
13.01	Applications for Progress Payments	42
13.02	Review of Applications for Progress Payments	42
13.03	Basis and Amount of Progress Payments.....	44
13.04	Suspension of or Reduction in Payment	44
13.05	Final Payment.....	45
13.06	Waiver of Claims	46
Article 14— Cancellation, Suspension, and Termination		46
14.01	Cancellation	46
14.02	Suspension of Performance by Buyer	46
14.03	Suspension of Performance by Seller	46
14.04	Breach and Termination	46
Article 15— Miscellaneous		47
15.01	Giving Notice.....	47
15.02	Controlling Law	47
15.03	Computation of Time	47
15.04	Cumulative Remedies	48
15.05	Survival of Obligations	48
15.06	Entire Agreement.....	48
15.07	No Waiver	48
15.08	Headings.....	48
15.09	Successors and Assigns	48
15.10	Limitation of Damages	48
15.11	Assignment of Task Order.....	48
15.12	Severability.....	49

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Procurement Bidding Requirements or Procurement Task Order Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Task Order Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Task Order Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Task Order Documents.
 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
 5. *Buyer*—The individual or entity purchasing the Goods and Special Services, which is the City of Sweet Home.
 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Task Order, ordering an addition, deletion, or revision in the Goods and Special Services.
 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Task Order Documents or an adjustment in the Procurement Task Order Price or the Procurement Task Order Times, issued on or after the Effective Date of the Procurement Task Order. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Task Order Price or Procurement Task Order Times, or both, or other relief with respect to the terms of the Procurement Task Order. A demand for money or services by a third party is not a Claim.
 9. *Days* – shall be defined as a calendar day.
 10. *Effective Date of the Procurement Task Order*—The date indicated in the Procurement Agreement on which the Procurement Task Order becomes effective.
 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions,

including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Task Order. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

13. *Engineer*—The individual or entity designated as such in the Procurement Agreement, which is West Yost Associates, Inc.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Task Order Price or Procurement Task Order Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Task Order Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Task Order that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award (NOA)* —The written notice, by Buyer to a Bidder, of Buyer’s acceptance of the Bid.
20. *Notice to Proceed (NTP)* — The written notice, by Buyer to Seller, directing Seller to begin activities associated the Task Order.
21. *Oregon Business Development Department (OBDD)* –lending agencies providing funding for the Project, otherwise known as the Oregon Infrastructure Finance Authority of the Business Development Department.
22. *Operations Contractor* — the third-party company responsible for operating the facilities, which is Delta Environmental, Inc.
23. *Oregon Health Authority (OHA)* — regulatory agency responsible for public health systems in the State of Oregon.
24. *Oregon Revised Statutes (ORS)* – laws and regulations in the State of Oregon, which shall be the governing rules related to the Project.
25. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
26. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Task Order Price and Procurement Task Order Times,

identifies the parties and the Engineer, and designates the specific items that are Procurement Task Order Documents.

27. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Task Order Documents (including all Addenda).
28. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
29. *Procurement Task Order*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
30. *Procurement Task Order Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Task Order. Shop Drawings and other Seller submittals are not Procurement Task Order Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
31. *Procurement Task Order Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents.
32. *Procurement Task Order Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
33. *Procurement Drawings*—That part of the Procurement Task Order Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
34. *Procurement Specifications*—That part of the Procurement Task Order Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
35. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
36. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer’s review of the Submittals.
39. *Seller*—The individual or entity furnishing the Goods and Special Services.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted

by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Task Order Documents.

41. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Task Order Documents.
42. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Task Order Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Task Order Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Task Order Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
43. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Task Order.
44. *Supplementary Conditions*—The part of the Procurement Task Order that amends or supplements these General Conditions.
45. *TBD*— “to be determined”
46. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).
47. *United States*— each of the several states, the District of Columbia, and each Federally Recognized Indian Tribe.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Task Order Documents.
- B. *Intent of Certain Terms or Adjectives*
 1. The Procurement Task Order Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Task Order Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement

Task Order Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Task Order Documents.

2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Task Order Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Task Order Documents; or
 - c. in the case of Special Services, have not been completed.
 3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Task Order Documents.
- C. *Procurement Task Order Price or Procurement Task Order Times*: References to a change in “Procurement Task Order Price or Procurement Task Order Times” or “Procurement Task Order Times or Procurement Task Order Price” or similar, indicate that such change applies to (1) Procurement Task Order Price, (2) Procurement Task Order Times, or (3) both Procurement Task Order Price and Procurement Task Order Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Task Order Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Task Order Documents in accordance with such recognized meaning.

1.03 *Defined Terms Related to American Iron and Steel*

- A. American Iron and Steel (AIS) - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for “iron and steel products,” meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.
- B. Coating - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place

outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the external surface of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

- C. Construction Materials - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.
- D. Seller's Certification - Documentation submitted by the Seller that all Iron and Steel products installed were Produced in the United States.
- E. De Minimis - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of De Minimis components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such De Minimis components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.
- F. Electrical Equipment - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.
- G. Engineer's Certification - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.
- H. Iron and Steel products - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.
- I. Manufacturer - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Buyer, Seller or any subSeller has contracted to furnish materials or equipment to be incorporated in the project by the Buyer, Seller, or a subSeller.
- J. Manufacturer's Certification - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier,

distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

- K. Manufacturing Processes - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.
- L. Mechanical Equipment - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.
- M. Minor Components - Components within an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the De Minimis definition in that De Minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.
- N. Municipal Castings - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.
- O. Primarily Iron or Steel - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:
 - 1. The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
 - 2. The cost to pour and cast to create those components (e.g. labor and energy).
 - 3. Not included in the cost are:
 - a. The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
 - b. The cost to assemble the internal workings into the hydrant body.

- P. Produced in the United States - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.
- Q. Reinforced Precast Concrete – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.
- R. Steel - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.
- S. Structural Steel - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Task Order requires Seller to furnish such bonds).
- B. *Evidence of Seller's Insurance:* When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Task Order), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer's Insurance:* After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Task Order), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller three printed copies of the Procurement Task Order (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic

portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Task Order, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Task Order does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Task Order, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Task Order Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Task Order Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Task Order Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Task Order, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Task Order Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT TASK ORDER DOCUMENTS

3.01 *Intent*

- A. The Procurement Task Order Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Task Order Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Task Order Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Task Order Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Task Order supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Task Order Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Task Order Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Task Order Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Task Order Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Task Order Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Task Order Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Task Order Documents, or between the Procurement Task Order Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer or by an amendment or supplement to the Procurement Task Order Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Task Order Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Task Order Documents, the provisions of the Procurement Task Order Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Task Order Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Task Order Documents);
or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Task Order Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

- A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
- B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Task Order Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Procurement Task Order Price or Procurement Task Order Times, either may make a Claim for such adjustment as provided in Article 12.
- C. If a submitted matter in question concerns terms and conditions of the Procurement Task Order Documents that do not involve (1) the performance or acceptability of the Goods and

Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

- A. Seller and its subcontractors and suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Procurement Task Order Documents, reuse any such Procurement Task Order Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Task Order Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Task Order. Nothing herein precludes Seller from retaining copies of the Procurement Task Order Documents for record purposes.

3.06 *American Iron and Steel (AIS) Requirements*

- A. The Seller acknowledges to and for the benefit of the City of Sweet Home ("Buyer") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Seller pursuant to this Agreement. The Seller hereby represents and warrants to and for the benefit of the Buyer and the State that (a) the Seller has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Seller will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Buyer or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Seller shall permit the Buyer or State to recover as damages against the Seller any loss, expense, or cost (including without limitation attorney's fees) incurred by the Buyer or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Buyer). While the Seller has no direct contractual privity with the State, as a lender to the Buyer for the funding of its project, the Buyer and the Seller agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this

paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 Commencement of Procurement Task Order Times

- A. The Procurement Task Order Times will commence to run on the Effective Date of the Procurement Task Order.

4.02 Continuing Performance

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Task Order Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 Adjustments to Progress Schedule

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.
 - 1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Task Order Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
 - 2. Proposed adjustments in the progress schedule that will change the Procurement Task Order Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Task Order Times may only be made by a Change Order.

4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Task Order Price or Procurement Task Order Times.
- B. Seller shall not be entitled to an adjustment in Procurement Task Order Price or Procurement Task Order Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Task Order Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Task Order Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
3. inspection delays by governmental authorities, and custom delays;
4. international shipping delays;
5. acts or failures to act of third-party entities; and
6. acts of war or terrorism.
7. Weather-Related Delays
 - a. If “abnormal weather conditions” as set forth in Paragraph 4.04.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Task Order Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **1.0** inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature for 60 minutes between the hours of 10:00 a.m. and 3:00 p.m. is equal to or less than the following low temperature threshold: **15** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **100** degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the City of Sweet Home Public Works Department.
 - 3) Seller shall anticipate the number of foreseeable bad weather days per month indicated in the table below —Foreseeable Bad Weather Days.
 - 4) Seller shall include the following Foreseeable Bad Weather Days in the Progress Schedule as follows:
 - i) January – 3 Days
 - ii) February – 2 Days
 - iii) March – 1 Day
 - iv) April – 1 Days
 - v) May – 0 Days

- vi) June – 0 Days
- vii) July – 1 Days
- viii) August – 2 Days
- iv) September – 1 Days
- v) October – 1 Day
- vi) November – 2 Days
- vii) December – 3 Days

- 5) In each month, every bad weather day exceeding the number of Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Seller of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Seller’s then-current Progress Schedule’s critical path for the Project.
- 6) If mutually agreed upon by Buyer and Seller, working hours during days with anticipated abnormal weather periods can be adjusted to allow work earlier or later in the day depending on the type of abnormal weather expected.

D. *Adjustments of Procurement Task Order Times or Procurement Task Order Price—General Provisions:* Seller’s entitlement to an adjustment of Procurement Task Order Times or Procurement Task Order Price is limited as follows:

- 1. Seller’s entitlement to an adjustment of the Procurement Task Order Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller’s obligations, as of the time of the delay, disruption, or interference.
- 2. Seller shall not be entitled to an adjustment in Procurement Task Order Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Task Order Times to which Seller is otherwise entitled.
- 3. Adjustments of Procurement Task Order Times or Procurement Task Order Price are subject to the provisions of Articles 11 and 12.

E. Each Seller request seeking a delay-related increase in Procurement Task Order Times or Procurement Task Order Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller’s progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller’s progress; (4) the number of days’ increase in Procurement Task Order Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Task Order Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Task Order Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Task Order. These bonds must remain in effect until three years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Task Order.
1. *Required Performance Bond Form:* The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).
 2. *Required Payment Bond Form:* The payment bond that Seller furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Task Order.
- C. All bonds must be in the form specified by Buyer prior to execution of the Procurement Task Order, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Task Order.
- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 Insurance—General Provisions

- A. Buyer and Seller shall obtain and maintain insurance as required in this procurement Task Order and City of Sweet Home Special Provisions.
- B. Seller's insurance required by the Task Order shall be primary over Buyer's insurance and shall include a waiver of subrogation against Buyer and Engineer.
- C. All insurance required by the Task Order to be purchased and maintained by Buyer or Seller shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Task Order shall have an A.M. Best rating of A-VII or better.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Task Order.
- E. Seller shall deliver to Buyer, with copies to each additional insured identified in the Task Order, certificates of insurance and endorsements establishing that Seller has obtained and is maintaining the policies and coverages required by the Task Order. Upon request by Buyer or any other insured, Seller shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Seller, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Task Order.
- F. Buyer shall deliver to Seller, with copies to each additional insured identified in the Task Order, certificates of insurance and endorsements establishing that Buyer has obtained and is maintaining the policies and coverages required of Buyer by the Task Order (if any). Upon request by Seller or any other insured, Buyer shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Buyer may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Task Order.
- G. Failure of Buyer or Seller to demand such certificates or other evidence of the Seller's full compliance with these insurance requirements, or failure of Buyer or Seller to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Seller's obligation to obtain and maintain such insurance.
- H. In addition to the liability insurance required to be provided by Seller, the Buyer, at Buyer's option, may purchase and maintain Buyer's own liability insurance. Buyer's liability policies, if any, operate separately and independently from policies required to be provided by Seller, and Seller cannot rely upon Buyer's liability policies for any of Seller's obligations to the Buyer, Engineer, or third parties.

- I. Seller shall require:
 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Buyer and Engineer (and any other individuals or entities identified in the General Conditions as additional insureds on Seller's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- J. If either party does not purchase or maintain the insurance required of such party by the Task Order, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- K. If Seller has failed to obtain and maintain required insurance, Seller's entitlement to enter or remain at the Site will end immediately, and Buyer may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Buyer's termination rights under Article 14.
- L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Task Order Price will be adjusted accordingly.
- M. Buyer does not represent that insurance coverage and limits established in this Task Order necessarily will be adequate to protect Seller or Seller's interests. Seller is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Seller deems necessary.
- N. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Buyer and other individuals and entities in the Task Order or otherwise.
- O. All the policies of insurance required to be purchased and maintained under this Task Order will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each additional insured.

6.03 Seller's Insurance

- A. *Required Insurance:* Seller shall purchase and maintain Worker's Compensation, Commercial General Liability, Builders Risk and other insurance pursuant to the specific requirements set forth herein.
- B. *General Provisions:* The policies of insurance required by this Paragraph 5.03 must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Article 13), and longer if expressly required elsewhere in this Task Order, and at all times thereafter when Seller may be correcting, removing, or replacing defective Work as a warranty or correction

obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Task Order;

4. apply with respect to the performance of the Work, whether such performance is by Seller, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Seller’s commercial general liability, automobile liability, employer’s liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Task Order, must:
1. include and list as additional insureds the following:
 - a. BUYER: “City of Sweet Home, its officers, employees, agents, and consultants”; AND
 - b. ENGINEER: “West Yost Associates Inc., its officers, employees, agents, and consultants”; AND
 - c. any individuals or entities identified as additional insureds herein.
 2. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 3. not seek contribution from insurance maintained by the additional insured; and
 4. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Seller’s acts or omissions, or the acts and omissions of those working on Seller’s behalf, in the performance of Seller’s operations.
- D. *Other Additional Insureds*: As a supplement to the provisions of Paragraph 5.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds the Buyer and Engineer.
- E. *Workers’ Compensation and Employer’s Liability Insurance*: Seller shall purchase and maintain Worker’s Compensation and Employer’s Liability Insurance. This insurance shall protect SELLER against all claims under applicable state workers’ compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen’s and Harbor Workers’ Act and the Jones Act. SELLER shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers’ compensation law. This policy shall include an “all states” or “other states” and waiver of subrogation endorsements. The liability limits, as required by state law shall be not less than:
1. Workers’ Compensation: Statutory
 2. Employer’s Liability: \$1,000,000 each occurrence
- F. *Commercial General Liability—Claims Covered*: Seller shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Seller, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Seller’s employees,

2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Seller’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Seller shall furnish Buyer and each other additional insured (as identified in the General Conditions or elsewhere in the Task Order) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Seller’s contractual indemnity obligations in Paragraph 7.107.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Seller demonstrates to Buyer that the specified ISO endorsements are not commercially available, then Seller may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability Insurance Coverage:* This insurance shall be occurrence type written in comprehensive form and shall protect SELLER, BUYER, and ENGINEER as additional insureds, against claims arising out of performance of the Work. The policy shall also include personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:
1. Combined Single Limit for each occurrence: \$2,000,000
 2. General aggregate: \$2,000,000
- I. *Automobile Liability:* Seller shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

J. **Umbrella Liability Insurance:** Seller shall purchase and maintain umbrella liability insurance. This insurance shall protect SELLER, BUYER, and ENGINEER as additional insureds, against claims in excess of the limits provided under workers' compensation and employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits for bodily injury and property damage shall be not less than:

1. Combined Single Limit for each occurrence: \$5,000,000
2. General aggregate: \$5,000,000

K. **Pollution Liability Insurance:** If not otherwise included in the Seller's Commercial General Liability Insurance coverage, Seller shall purchase and maintain pollution liability insurance for claims arising from the discharge, dispersal, release, escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water including groundwater. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for regulatory fines and/or the investigation, defense, or settlement of claims. The liability limits for pollution shall not be less than:

1. Combined Single Limit for each occurrence: \$5,000,000
2. General aggregate: \$5,000,000

L. **Railroad Protective Liability Insurance:** Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Seller shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Buyer, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Buyer of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$ 1,000,000
Aggregate	\$ 2,000,000

M. **Unmanned Aerial Vehicle Liability Insurance:** If Seller uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Seller shall obtain UAV liability insurance in the amounts stated; name Buyer, Engineer, and all individuals and entities identified in the General Conditions as additional insureds; and provide a certificate to Buyer confirming Seller's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$ 100,000
General Aggregate	\$ 250,000

6.04 Builder’s Risk and Other Property Insurance

- A. *Builder’s Risk:* Seller shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the Work’s full insurable replacement cost (subject to such deductible amounts as may be provided in the General Conditions or required by Laws and Regulations). The specific requirements applicable to the builder’s risk insurance are set forth in the General Conditions.
- B. *Property Insurance for Facilities of Buyer Where Work Will Occur:* Buyer is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder’s risk insurance, and will be maintained until the Work is complete, as set forth in Article 13.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Buyer will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Article 13. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder’s risk insurance. The builder’s risk insurance may terminate upon written confirmation of Buyer’s procurement of such property insurance.
- D. *Partial Occupancy or Use by Buyer:* If Buyer will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, , then Buyer (directly, if it is the purchaser of the builder’s risk policy, or through Seller) will provide advance notice of such occupancy or use to the builder’s risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Task Order do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Seller elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.04, it may do so at Seller’s expense.
- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
 - 1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Buyer and Seller.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Buyer-furnished or assigned property; (b) spare parts inventory required within the scope of the Task Order; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Sellers, engineers, and architects).
 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$2,000,000.
 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$2,000,000.
 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Task Order.
 7. allow for partial occupancy or use by Buyer by endorsement, and without cancellation or lapse of coverage.
 8. include performance/hot testing and start-up, if applicable.
 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Buyer's procurement of property insurance following Substantial Completion, whichever occurs first.
 - 10 include as named insureds the Buyer, Seller, Subcontractors (of every tier), and any other individuals or entities required by this Task Order to be insured under such builder's risk policy. Parties required to be insured will be referred to collectively as "insureds." In addition to Buyer, Seller, and Subcontractors of every tier, include as insureds the following:
 - a. West Yost Associates, Inc.
Charles Duncan, President
2020 Research Park Drive, Suite 100
Davis, CA 95618
503.756.5905; CDuncan@westyost.com

11. include, in addition to the Task Order Price amount, the value of the following equipment and materials to be installed by the Seller but furnished by the Buyer or third parties:
 - a. Electrical motor control centers, control panels and other equipment to be supplied by Buyer's Integrator-of-Record, such sublimit will be a minimum of \$3,000,000.
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$5,000,000.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained, at Contactor's expense, in accordance with Paragraph 5.04 (or an installation floater policy if authorized), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 1. Buyer and Seller waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the General Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Buyer or Seller as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Buyer covering any loss, damage, or consequential loss to Buyer's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Buyer; or to part or all of the completed or substantially completed Work, during partial occupancy or use, after Substantial Completion, or after final payment pursuant to Paragraph 13.05, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Seller, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written Task Order executed prior to the loss, damage, or consequential loss.
 1. Buyer waives all rights against Seller, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 5.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Buyer's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Seller shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Buyer, Seller, all individuals or entities identified in the General Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 5.04 will be adjusted and settled with the Seller and Buyer. Seller and Buyer shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer to the Seller and Buyer as the fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. Seller and Buyer receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Task Order or applicable Laws and Regulations.
- C. If no other special agreement is reached, Seller shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Task Order Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Task Order Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights, or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Task Order Documents.
- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Task Order Documents.

6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against

all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.

- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Task Order Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.
- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 *Performance of Obligations*

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Task Order Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Task Order Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Task Order.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Task Order Documents, must be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Task Order Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller’s obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Task Order if there were no Bids) that have a direct effect on the cost or time of Seller’s performance will be the subject of an adjustment in Procurement Task Order Price or Procurement Task Order Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

- D. Seller shall comply with all applicable state and federal regulations as required by the Oregon Infrastructure Finance Authority of the Business Development Department and Oregon Health Authority, including, but not limited to:
1. Design and fabrication shall comply with application sections of ORS Chapter 333 Division 61 for Drinking Water, establishing design and construction standards for drinking water systems in Oregon.
 2. State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 3. State labor standards and wage rates found in ORS 279C.
 4. Manufacturer's certification of compliance with the American Iron and Steel (AIS) requirements of Section 746, Division A, Title VII of the Consolidated Appropriations Act of 2017.
 - a. "Iron and steel products" are defined as the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - b. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.
 - c. "Minor components" are components within an iron and/or steel product otherwise compliant with the American Iron and Steel requirements. This is different from the de minimis definition where de minimis pertains to the entire project and the minor component definition pertains to a single product. This waiver, would allow non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product to be used. This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron or steel components of the product must be produced domestically.

7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Task Order Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.

2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Task Order Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Task Order Documents.
 - C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
 - D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 Taxes

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Task Order Price, except as noted in the General Conditions.

7.06 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Seller shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Task Order Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Task Order Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Task Order Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Seller shall submit the number of copies required in the Procurement Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.
 2. *Samples*
 - a. Seller shall submit the number of Samples required in the Procurement Specifications.
 - b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
 3. Where a Shop Drawing or Sample is required by the Procurement Task Order Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's favorable review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Task Order Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Task Order Documents.
 2. Engineer's favorable review will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
 3. Engineer's favorable review of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's favorable review of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Task Order Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Task Order Documents in a Field Order or other appropriate Procurement Task Order modification.
5. Engineer's favorable review of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's favorable review of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Task Order Documents, will not, under any circumstances, change the Procurement Task Order Times or Procurement Task Order Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, acceptance or favorable review of a Shop Drawing or Sample will result in such item becoming a Procurement Task Order Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously favorably reviewed Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. Submittals Other than Shop Drawings and Samples

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Task Order Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either

Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.

- c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Task Order Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Operations Contractor, Project Owner, and any assignee of Buyer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Task Order Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Task Order Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Task Order Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Task Order Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Task Order Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Task Order Documents and the Procurement Task Order Documents required the Goods to withstand such conditions;

3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents:
1. observations by Buyer, Engineer, or Project Owner;
 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 3. use of the Goods by Buyer or Project Owner;
 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 5. the end of the correction period established in Paragraph 9.04;
 6. the issuance of a notice of acceptance;
 7. any inspection, test or approval by others; or
 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Task Order Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Task Order Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Task Order Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Task Order Documents specify are to be observed by Buyer prior to shipment.

5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Task Order.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Task Order Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A.** If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been

delivered to Buyer, Seller shall promptly, and within the Procurement Task Order Times, remove and replace the rejected Goods.

2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Task Order, and equitably reduce the Procurement Task Order Price.

D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.

G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Task Order.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Task Order, are set forth in the Procurement Task Order Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Task Order, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Task Order Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Task Order Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.

- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Task Order, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Task Order Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Task Order*

- A. The Procurement Task Order may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Task Order includes a change in the Procurement Task Order Price or the Procurement Task Order Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Task Order that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Task Order without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Task Order Price or Procurement Task Order Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Task Order Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Task Order Price or the Procurement Task Order Times but is evidence that the parties expect that the modification ordered or

documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Task Order Price and Procurement Task Order Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Task Order Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Task Order Price.

- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Task Order Times or Procurement Task Order Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Task Order Price or the Procurement Task Order Times and are compatible with the design concept as indicated by the Procurement Task Order Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Task Order Price or Procurement Task Order Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Task Order and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Task Order Times or Procurement Task Order Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Task Order Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such, is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.

- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Task Order.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Task Order Price or an extension of the Procurement Task Order Times with respect to any work performed that is not required by the Procurement Task Order Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Task Order Price*

- A. The Procurement Task Order Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Task Order Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Task Order Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Task Order Times*

- A. The Procurement Task Order Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Task Order Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Task Order (including, but not limited to, Procurement Task Order Price or Procurement Task Order Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Task Order written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.

- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Task Order Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Task Order Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Task Order Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.
- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Task Order Price or Procurement Task Order Times will be valid if not submitted in accordance with Article 12.

12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective

Date of the Procurement Task Order. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Task Order. Timely submission of the request will stay Engineer's decision from becoming final and binding.

- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Task Order Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

- A. *Review of Applications*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Task Order Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Task Order; or
 - b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Task Order; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Task Order Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:

- a. the Goods and Services are non-conforming, requiring correction or replacement;
- b. the Procurement Task Order Price has been reduced by Change Orders;
- c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
- d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Task Order Documents.

13.03 *Basis and Amount of Progress Payments*

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:
 - 1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Task Order Documents, and
 - 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Task Order Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 - 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;

- g. the Procurement Task Order Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
 - j. liens have been filed in connection with the Procurement Task Order, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Task Order Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Task Order Documents, and that Seller has fulfilled all other obligations under the Procurement Task Order Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.

- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Task Order, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Task Order Price of such Goods.

14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Task Order for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Task Order Times and Procurement Task Order Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Task Order; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Task Order, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Task Order for cause by declaring a breach if Buyer fails to comply with any material provision of the

Procurement Task Order. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.

2. If Seller believes Buyer is in breach of its obligations under the Procurement Task Order, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

1. Buyer may terminate Seller's right to perform the Procurement Task Order for cause by declaring a breach should Seller fail to comply with any material provision of the Procurement Task Order Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.
2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Task Order, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

- A. Whenever any provision of the Procurement Task Order requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

- A. This Procurement Task Order is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Task Order and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Task Order will apply.

15.03 *Computation of Time*

- A. When any period of time is referred to in the Procurement Task Order by number of days, it will be computed to exclude the first and include the last day of such period. If the last day

of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Task Order, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Task Order in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Task Order, as well as all continuing obligations indicated in the Procurement Task Order, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Task Order or of the services of Seller.

15.06 *Entire Agreement*

- A. Buyer and Seller agree that this Procurement Task Order is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Task Order may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Task Order.

15.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Task Order.

15.10 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Seller for any claims, costs, losses, or damages sustained by Seller on or in connection with any other project or anticipated project.

15.11 *Assignment of Task Order*

- A. Unless expressly agreed to elsewhere in the Task Order, no assignment by a party to this Task Order of any rights under or interests in the Task Order will be binding on the other party

without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Task Order.

15.12 *Severability*

- A. Any provision of this Task Order 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.

14. Definitions

- 14.1. *Balance of the Procurement Task Order Price*—The total amount payable by the Buyer to the Seller under the Procurement Task Order after all proper adjustments have been made including allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Task Order.
- 14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Task Order or to perform and complete or comply with the other material terms of the Procurement Task Order.
- 14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Task Order.
- 14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Task Order.
- 14.5. *Procurement Task Order*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Task Order Documents and changes made to the Procurement Contract.
- 14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Task Order.
- 14.7. *Procurement Task Order Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **None**

SAMPLE AIS CERTIFICATION LETTERS

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

<<Date>>

<<Company Name>>

<<Address>>

<<City State Zip>>

SUBJECT:

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,

<<Company Name>>

Name - *Signed by company representative*

Title

The following information is provided as a sample letter of certification for AIS compliance.
Documentation must be provided on company letterhead.

<<Date>>

<<Company Name>>

<<Address>>

<<City State Zip>>

SUBJECT:

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,

<<Company Name>>

Name - *Signed by company representative*

Title

Exhibit A

The Automation Group (TAG) Proposal



The Automation Group, Inc.

www.tag-inc.us

CCB #172838

Phone: 541-359-3755

Quote #221119G

Nov. 19, 2022

Trish Rice
City of Sweet Home

RE: Sweet Home WWTP - Owner Supplied Equipment

Project Scope:

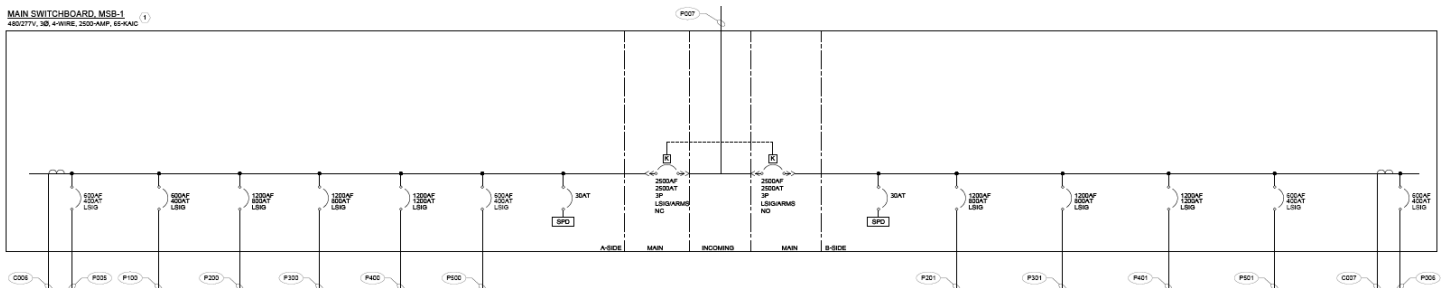
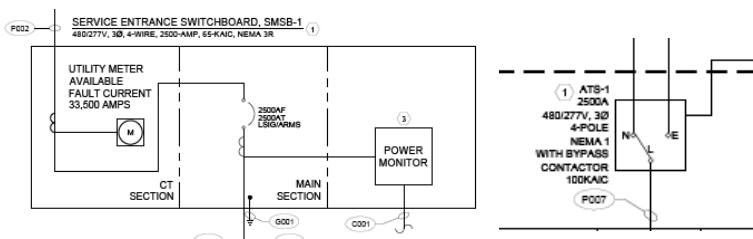
TAG is providing a Quote to supply the following materials for early procurement due to long lead times for the Waste Water Treatment Facility Project.

Fee Schedule:

Items	Cost \$
TAG Direct to Customer - Switch Gear & Genset	
Switch Gear - Siemens	\$501,785.25
Generator - Cummins	\$328,472.00
Owner Controlled Contingency (4%)	\$33,210.29
Performance and Payment Bonds (3%)	\$25,904.03
Total	\$889,371.57

1. Switch Gear:

- SMSB-1, MSB-1 & ATS-1— per Electrical Engineers 1-line below





Bidding area comparisons

Switch Gear	Cost \$	Lead Times
Siemens	\$501,785.25	61-63 Weeks
Eaton	\$509,610.14	48-60 Weeks
Square D	\$711,017.23	61-63 Weeks

3. Generator:

- Cummins
 - DQFAC, Commercial Diesel Generator Set, 900kW Standby 60Hz
 - U.S. EPA, Stationary Emergency Application
 - 900DQFAC, Diesel Genset, 60Hz, 900kW
 - Duty Rating - Standby Power (ESP)
 - Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency
 - Fuel Tank - Sub Base, 1500 Gallon, UL142 Compliant
 - Compliance - Fuel Tank
 - Listing, ULC - S601 - 07
 - Listing - UL 2200
 - Alarm - High Fuel Fill
 - Fuel Tank Connection - Dual Stub Up
 - Control Mounting - Left Facing
 - PowerCommand 3.3 Controller, Paralleling Capable
 - Analog Meters - AC Output
 - LCD Control Display
 - Stop Switch - Emergency, Externally Mounted
 - Signals - Auxiliary, 8 Inputs/8 Outputs
 - Relays - Paralleling Circuit Breaker Control
 - Control Display Language - English
 - Circuit Breaker or Entrance Box or Terminal Box - Left Only
 - Circuit Breaker - 1600, Left, 3P, UL 600, IEC 415, UL Serv Ent 100%
 - Circuit Breaker or Entrance Box or Terminal Box, Right-None
 - Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011
 - Bottom Entry, Left
 - Load Connections-None
 - Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Left
 - Engine Air Cleaner - Normal Duty
 - Engine Cooling - Radiator, Enhanced High Ambient Air Temperature, Ship Fitted
 - Shutdown - Low Coolant Level
 - Sight Glass - Coolant Level



Quote

- Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature
- Voltage - 277/480, 3 Phase, Wye, 4 Wire
- Test Record - Strip Chart
- Test Record - Safety Shutdowns
- Cummins Certified Test Record
- Standby 5 Year 2500 Hour Parts+Labor+Travel
- Alternator - 60Hz, 3 Phase, Wye, Extended Range, 105/80C
- Literature - English
- Packing - None, Base Mounted Housing
- Alternator Heater, 120 Volt AC
- Steel Sound Attenuated Level 2 Enclosure, with Exhaust System
- Enclosure Color - Green, Steel
- Vibration Isolators - Earthquake Certified
- Cooling Air Outlet - Horizontal, Sound Attenuated
- Battery Group34: C34-HC
- Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz 1
- Telematics – Cloud - Wi-Fi + Cellular + Ethernet connectivity – Modbus + J1939 (Private – NA variant)
- Startup Service and 4-Hr Load Bank Test, Demonstration and Testing

- **Bidding area comparisons**

Generator	Cost \$	Lead Times
MTU - 1000kw	\$353,952.75	80-90 Weeks
Cummins - 900kw	\$328,472.00	83-85 Weeks
Cat - 1000kw	\$495,173.90	75-85 Weeks
Kohler - 900kw	\$377,051.65	75-85 Weeks

Clarification/Exclusions:

- Off loading by Owner or General Contractor
- Generator Fuel to be Provided by City
- Price is for Materials only
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks and also seeing some items showing up early. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.

Thank you,
Gary Jenks
 Gary Jenks
 (541) 912-3766
 gjenks@tag-inc.us

TAG standard terms apply



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – OpenGov Procurement Software

Preferred Agenda: December 13, 2022

Submitted By: Julie Fisher, Administrative Services Manager

Reviewed By: Kelcey Young, City Manager

Type of Action: Resolution ____ Motion Roll Call ____ Other ____

Relevant Code/Policy: City of Sweet Home Purchasing Policy
City of Sweet Home Charter

Towards Council Goal: We aspire to have an efficient and effective local government.

Attachments: OpenGov Procurement Contract

Purpose of this RCA:

The purpose of this RCA is to request approval of a contract with OpenGov for a Procurement Management Software.

Background/Context:

Under this project, OpenGov will deliver cloud-based Procurement solutions to help the City of Sweet Home manage procurement. City Manager Kelcey Young has implemented procurement management software at four different organizations including implementing OpenGov. Due to her familiarity with the software and prior ease of implementation, OpenGov has agreed to discount the City of Sweet Home’s initial contract and heavily discount the training cost usually associated with new customers.

The Challenge/Problem:

How does the City power a more effective and accountable government for procurement?

Stakeholders:

- Contractors – OpenGov Procurement allows vendors to add their company to a list of emergency providers that can help quickly respond in times of need.
- Sweet Home City Council – The City Council is responsible for ensuring
- City of Sweet Home Staff - All procurement transactions will be conducted in a manner following written procedures that provide full and open competition. The City will take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, and veterans’ business enterprises are used when possible. City

employees will make every effort to purchase goods and services from local vendors and award purchases to those vendors when cost effective.

Issues and Financial Impacts:

The cost of the authorized expenditures will be included in the City's annual budget and approved by the Council as part of the overall budget approval process which includes public notification and opportunity for public input regarding budgeted expenditures. This procurement software will be utilized for future solicitations for the Wastewater Treatment plant as well as other departments.

Elements of a Stable Solution:

A stable solution includes adding software that can improve value for money, efficiency, competition, quality of services, and public integrity.

Options:

1. Do Nothing –
2. Authorize the City Manager to sign the contract with OpenGov
3. Direct Staff to research other ways to accomplish the same goals.

Recommendation:

Option #2 - Authorize the City Manager to sign the contract with OpenGov



OpenGov Inc.
 6525 Crown Blvd #41340
 San Jose, CA 95160
 United States

Order Number: Q005710
Created On: December 7, 2022
Quote Expiration Date: June 06, 2023
Subscription Start Date: January 06, 2023
Subscription End Date: January 05, 2028

Prepared By: Dan Strauss
Email: dstrauss@opengov.com
Contract Term: 60 Months

Customer Information

Customer: City of Sweet Home, OR
Bill To/Ship To: 1140 - 12th Avenue
 Sweet Home, OR US
Contact Name: Kelcey Young
Email: kyoung@sweethomeor.gov

Order Details

Billing Frequency: Upfront **Payment Terms:** Net 30

SOFTWARE SERVICES:			
Product / Service	Interval Start Date	Interval End Date	Interval Fee
OpenGov Procurement	January 06, 2023	January 05, 2028	\$9,686.00
Total Amount			\$9,686.00

PROFESSIONAL SERVICES:		
Product / Service	Start Date	Total Amount
Professional Services Deployment - Fixed Fee	January 06, 2023	\$19,055.00
Services Total Amount		\$19,055.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Sweet Home, OR	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Sign Date:	Countersign Date:

Billing Date:	Billing Amount:
1/6/2023	\$28,741.00 (Annual Software Fee + Professional Services)
1/6/2024	\$9,686.00
1/6/2025	\$9,686.00
1/6/2026	\$9,686.00
1/6/2027	\$9,686.00



Statement of Work

City of Sweet Home

Creation Date: 12/7/2022
Document Number: DD-X03132
Version Number: 1
Created by: Samuel Hernandez

TABLE OF CONTENTS

Overview and Approach	3
Agreement	3
Statement of Work	3
Project Scope	3
Facilities and Hours of Coverage	3
Key Assumptions	4
OpenGov Responsibilities	5
Activity 1 – Project Management	5
Activity 2 – Initialization	6
Activity 3 – OpenGov Use Cases	7
Activity 4 – Training	8
Your Responsibilities	9
Your Project Manager	9
Completion Criteria	9
Estimated Schedule	10
Illustrative Project Timelines	10
Charges	11
Offer Expiration Date	11
Appendix A: Engagement Charter	12
A-1: Communication and Escalation Procedure	12
A-2: Change Order Process	12
A-3: Deliverable Materials Acceptance Procedure	13
Appendix B: Implementation Activities	14
B-1: OpenGov Reporting & Transparency Platform	14
B-2: OpenGov Budgeting & Planning Suite	18
B-3: OpenGov Citizen Services Suite	29
B-4: OpenGov Procurement Suite	36

1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for the City of Sweet Home (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and the City of Sweet Home.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Procurement as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Procurement solutions to help the the City of Sweet Home power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Sweet Home, OR in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Procurement Suite
 - i. Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
 - ii. OpenGov template configuration will include up to two (2) solicitation templates and up to two (2) contract templates (See Appendix B for list).
 - iii. Customer will provide a complete and accurate contracts log and vendor list for import to OpenGov.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer’s Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Procurement Use Cases

- A. Automate Solicitation Development
- B. Enhance Supplier Engagement and Collaboratively Evaluate + Award
- C. Make Contract Management Centralized and Proactive

D. Other

Completion Criteria:

This activity will be considered complete when:

Procurement Use Cases

- Vendor Portal is configured
- Vendor List is imported
- Solicitation Templates are configured
- Intake Request Template and Workflow are configured
- Contracts Log is imported
- Contract Templates are configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- Training on system functionality is provided
- End User training is provided
- Agency-wide intake training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of 6/30/2022 ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution				
	Solicitation Development Solution				
	Contract Management Solution				
	Intake End User Training				
Reporting & Transparency					
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

2.9. Charges

The Services will be conducted on a fixed price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Should travel be incurred, you will be billed travel and living costs (including actual transportation and lodging, and per diem meal expenses) estimated at \$5,000.

2.10. Offer Expiration Date

This offer will expire on 2/7/2022 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-4: OpenGov Procurement Suite

Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Website Instance Creation	OpenGov will: <ul style="list-style-type: none"> • Build customer portal and upload Customer's logo. 	Customer will: <ul style="list-style-type: none"> • Provide logo. • Confirm access to the Portal.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: <ul style="list-style-type: none"> • Provide up to one (1) two-hour working session at the beginning of the project to: <ul style="list-style-type: none"> o Finalize list of templates o Review technical requirements o Provide documentation on requirements and processes OpenGov Assumptions: <ul style="list-style-type: none"> • Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting. 	Customer will: <ul style="list-style-type: none"> • Identify relevant participants for attendance. • Confirm deliverables. • Gather and provide relevant data for the project.

Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Portal	OpenGov will:	Customer will: <ul style="list-style-type: none"> • Allocate resources to create the Vendor Portal.

	<ul style="list-style-type: none"> ● Provide the Customer with iframe code and documentation to create the Vendor Portal. ● Import the list of vendors provided by Customer. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> ● Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project. 	<ul style="list-style-type: none"> ● Provide vendor email list and send vendor email/letter. ● Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.
Generic Template	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Deploy generic templates ● Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic. 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide a copy of the next solicitation document. ● Provide information to complete the generic solicitation upload template including forms and an example recent solicitation. ● Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Solicitation Development Solution	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Review and confirm the Solicitation Templates and forms provided by Customer. ● Work with Customer to design and get sign off on the first template. ● Following the sign off of the first template, configure the remaining templates in the system. <p>OpenGov Assumptions:</p>	<p>Customer will:</p> <ul style="list-style-type: none"> ● Provide templates with standard boilerplate language. ● Provide forms associated with solicitation templates. ● Provide admin documents. ● Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design ● Sign off on the first template before beginning the subsequent templates.

	<ul style="list-style-type: none"> OpenGov will configure up to two (2) Solicitation Template(s) with standard boilerplate language: <ul style="list-style-type: none"> TBD TBD 	<ul style="list-style-type: none"> Validate and provide signoff on Solicitation Templates.
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Intake Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Intake Process	<p>OpenGov will:</p> <ul style="list-style-type: none"> Review current intake Process. Perform basic intake Training. Perform a gap analysis Configure "Review/ Approval" workflow defaults for each department. Build the Intake/Project Request Template. 	<p>Customer will:</p> <ul style="list-style-type: none"> Provide OpenGov with any Intake/Project RequestForms (templates) in current use. Validate and provide signoff on Intake/ Project Request template.

Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Create and Manage Contracts	<p>OpenGov will:</p> <ul style="list-style-type: none"> Provide one (1) - 30 Minute Overview of the Contract Management Solution to Customer's System Administrator(s). Provide guidance and instruction to System Administrator on creating and managing contracts. 	<p>Customer will:</p> <ul style="list-style-type: none"> Attend scheduled System Overview Create and manage contract records in the system with guidance from OpenGov.
Historical and/or Active Contracts	<p>OpenGov will:</p> <ul style="list-style-type: none"> Provide a mapping document for the metadata of contracts to be uploaded into the system. 	<p>Customer will</p> <ul style="list-style-type: none"> Provide contract log per the mapping document.

	<ul style="list-style-type: none"> Import the contract records listed in the contract log. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project. 	
Contract Template Deployment	<p>OpenGov will:</p> <ul style="list-style-type: none"> Review & configure agreed upon contract templates. <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> OpenGov will configure up to two (2) Contract Template(s) with standard boilerplate language: <ul style="list-style-type: none"> TBD TBD 	<p>Customer will:</p> <ul style="list-style-type: none"> Provide templates with standard boilerplate language. Validate and provide signoff on Contract templates.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Procurement Working Sessions	<p>OpenGov will:</p> <ul style="list-style-type: none"> Assign practice exercises to Customer to gain familiarization. Assist Customer during first real-life solicitation posting, and opening (if during deployment). Respond to questions regarding configured system functionality. 	<p>Customer will:</p> <ul style="list-style-type: none"> Complete practice exercises to gain familiarization. Identify internal Admin Users & security permissions for all other users.
OpenGov University	<p>OpenGov will:</p> <ul style="list-style-type: none"> Provide access to OpenGov University online training courses intended to teach users on the basics of OpenGov. 	<p>Customer will:</p> <ul style="list-style-type: none"> Review training courses.

Procurement Training	<p>OpenGov will:</p> <ul style="list-style-type: none"> ● Provide training on system functionality. Topics include: <ul style="list-style-type: none"> ○ Creating Bids with Generic Templates ○ Live Bid Management & Vendor Experience ○ Evaluation and Awarding ○ Writing Solicitations using templates ○ Contract Document Developer Tools ○ Intake Training and Workflow 	<p>Customer will:</p> <ul style="list-style-type: none"> ● Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.
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Appendix C: Technical Requirements

C-4: OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	<ul style="list-style-type: none"> ● .png or .jpg file ● At least 300KB but not larger than 500KB
Vendor List	<ul style="list-style-type: none"> ● Single Flat file ● .csv or .xlsx format
Historical/Active Contracts	<ul style="list-style-type: none"> ● Single Flat file ● .csv or .xlsx format
Sample Documents or Templates with boilerplate language	<ul style="list-style-type: none"> ● PDF or Word format
Intake/Project Request Templates	<ul style="list-style-type: none"> ● PDF or Word format

Solicitation Documents	<ul style="list-style-type: none">● PDF or Word format● Next Solicitation Document(s)● Recent Solicitation Document(s)
Documents	<ul style="list-style-type: none">● PDF or Word format



CITY OF SWEET HOME ADMINISTRATION, FINANCE AND PROPERTY COMMITTEE MINUTES

December 06, 2022, 1:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order

The meeting was Called to Order at 1:03 PM.

Roll Call

PRESENT

Councilor Diane Gerson
Councilor Dave Trask
Councilor Susan Coleman

STAFF

City Manager Kelcey Young
Administrative Services Manager Julie Fisher

New Business

- a) Interviews for Boards and Committees

The Committee conducted interviews for the Park and Tree Committee and the Planning Commission. They asked the same interview questions to each candidate. Additional interviews will occur on December 13, 2022 at 5:30 PM. The Committee will make their recommendations to the City Council.

Adjournment

With no further business, the meeting adjourned at 2:35 PM.

Chair

ATTEST:

City Manager – Ex Officio City Recorder

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.



City of Sweet Home
 Sweet Home Public Library
 1101 13th Avenue
 Sweet Home, OR 97386
 541-367-5007

Sweet Home Public Library

Statistics

	This month November 2022	Last month October 2022	Year to date 2022	Previous year 2021(total)
Patron Activity				
OPAC Logins	197	224	2204	3081
SIP2 Logins	541	550	6065	6775
Main Door Count	2752	2500	27574	n/a
Circulation and Renewals				
Checkouts	4331	4377	42680	28723
Renewed items	95	121	5209	9125
E-audio & E-book checkouts	460	560	5130	5491
Total items checked out	4886	5058	53019	43339
Holds Requested				
Holds by Staff	120	147	1435	1683
Holds by OPAC	136	117	1341	1495
Item Counts				
Total items in library	29170	29006	29170	32879
Public Access Computers				
Logins	210	208	2276	2104
Resource Sharing Savings				
Cost savings	4420.15	4253.53	31862.26	n/a
Items borrowed by consortium libraries	233	267	2724	n/a
Items borrowed from consortium libraries	163	229	2659	n/a
Volunteer Hours				
Hours worked by volunteers	53.5	47	475	260

Events

We are averaging between 14-20 kids for each weekly storytime.

We are working with local authors to have book signing events. So far two authors have had events at the library.

Take and make craft kits continue to be very popular with over 50 being given out each month. For December we have a snowman ornament kit to take home and a tree ornament to make in the library.

In December we are having a coloring contest for all ages,. Color a sheet, and return it to be entered into a drawing. We are also doing a weekly guessing game, closest guess wins a prize each week.

Teen game afternoons are gaining more teen participants each week.

Projects ongoing

We are working with a high school student to create a mural on the wall in the teen room. City crews prepped the wall and the design is in process!

New Library update

We are finishing a linear foot count of our current collection to determine the bare minimum amount of shelving necessary in a new space.

Conversations continue about potential temporary or permanent spaces in town.

MEMORANDUM



TO: City Council
 Kelcey Young, City Manager
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: December 8, 2022

SUBJECT: Community and Economic Development Department Report for November 2022

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from November 1st to November 30th, 2022.

1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	November, 2022	October, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Residential 1 and 2 Family Dwellings	0	1	36	23	28.0
Residential Demolition	1	0	8	9	8.2
Residential Manufactured Dwellings	0	0	2	16	13.8
Residential Mechanical Permits	4	6	92	120	110.2
Residential Plumbing	3	4	27	35	28.8
Residential Site Development	0	0	1	0	1.2
Residential Structural	9	3	51	56	48.8
Commercial Alarm or Suppression Systems	0	0	1	11	3.4
Commercial Demolition	0	0	2	4	3.4
Commercial Mechanical	0	1	16	19	14.6
Commercial Plumbing	0	0	3	9	11.0
Commercial Site Development	0	0	5	3	2.8
Commercial Structural	2	2	29	45	41.4
Total Permits	19	17	273	350	315.6
Value Estimate of All Permits	\$402,520.74	\$370,193.21	\$30,650,537.31	\$16,811,721.35	\$17,061,471.73
Fees Collected	\$7,886.81	\$5,857.25	\$330,208.73	\$250,671.91	\$233,439.18

- Developments of note: For your reference, below are some developments of note that were reported last month. There is little change in the status of these developments since these were last reported at the end of September.
 - Taco Bell: Corner of 15th Avenue and Main Street, next to Safeway. The project has received full planning approval, building plans have been approved, and construction is nearly complete.
 - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
 - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
 - Mountain River Subdivision: 31-lot single-family home subdivision, with a future multi-family development planned. This subdivision was approved last year, and construction has begun on nearly all the lots. Construction has moved incredibly fast, and most of the neighborhood is expected to be completed by the end of the year.
 - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41st Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
 - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. Construction is expected to start before the end of the year.
 - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. Construction is expected next year.
 - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
 - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45th Avenue, just north of Kalmia Street. Planning approval was granted in June. Initial construction has begun.

2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	November, 2022	October, 2022	2022 YTD	2021 Total	2017-2021 Annual Average
Annexations	0	0	1	0	0.4
Code Amendments	0	0	1	1	0.8
Conditional Use	1	1	11	11	8.0
Partition	0	0	12	20	9.0
Planned Development/ Subdivision	0	0	3	4	1.2
Property Line Adjustments	7	0	18	21	12.0
Vacation	0	0	0	0	0
Variance	0	0	3	1	4.4
Zoning Map Amendment	0	0	1	4	2.2

- 0 Land Use Applications were submitted in November.
- 9 Land Use Applications are pending final approval.
- 1 Fence Permits were issued in November.
- 2 Temporary RV Permits were issued in November.
- The City has received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. The City Council recently approved an Intergovernmental Agreement for this project, and we expect that the project will begin in earnest in the next month.
- The City has also received a State grant for a Housing Needs Analysis (HNA). The consultant has been selected and will begin work soon. The purpose is to ensure that the City has both sufficient residential lands, and the proper mix of types and densities. This project is now underway, and Staff are meeting with the consultants every two weeks on the project.
- The Planning Commission last met on December 1st. The next scheduled meeting is January 5th, 2023.

3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28th work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- The Administration, Property, and Finance Committee met with some local property owners in June to discuss vacant buildings. One of the property owners, La Mota, is seeking to collaborate with the City on a project for their buildings that will bring traffic to the area and provide space for entrepreneurs to start businesses. Staff met with them and other property owners and interested parties in August to discuss the project. La Mota is working on some architectural designs. They previously indicated that they would bring some designs back to

City Staff in late September but have not yet supplied any. Staff is continuing to work with them to move the project forward.

4. CODE ENFORCEMENT

- Summary of Actions.

Case Status	November, 2022	October, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
New Complaints	9	7	97	92	84.00
New Officer-Detected Violations	6	2	64	74	74.00
Violations Resolved	4	2	95	166	286.25
Complaints Noted with No Violation Found	3	1	20	16	22.75
Open Cases at End of Period	8	6	8	12	20
Citations	0	0	0	7	4.00
Abatements	0	0	3	1	0.33
Enforcement Type	November, 2022	October, 2022	2022 YTD	2021 Total	2018-2021 Annual Average
Animal	5	1	28	35	46.50
Blight	0	0	0	2	1.25
Illegal Burn	0	0	2	1	1.75
Illegal Dumping	0	0	1	0	0.50
Illegal Parking	0	0	6	11	9.75
Illegal Sign	0	0	0	1	2.75
Junk/Abandoned Vehicle	1	0	16	4	9.00
Minimum Housing	0	0	0	0	3.25
Occupying an RV	6	0	18	26	42.00
Open Storage	1	3	26	31	67.25
Other	0	2	5	11	20.75
Public Nuisance	1	2	6	17	48.5
Public Right-of-way	0	0	0	2	12.75
Tall Grass & Weeds	0	1	51	65	122.75
Vacant Lot	0	0	0	0	0.25

The City's Code Enforcement Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations.

5. PARKS

- The Park and Tree Committee will meet next on December 21st, 2022.
- Design work is now underway for Phase III of Sankey Park improvements, which focuses on the upper portion of the park.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.
- Design work is also underway for a dog park at Northside Park. The 6 lots that make up Northside Park have been consolidated into 1 lot, and fencing is being installed.

6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a “one stop” meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications, and are continuing to supply information to funding agencies in order to finalize the financing.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22nd Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. ODOT has prepared an amendment to the IGA to cover the pedestrian crossing, which has been reviewed by staff, and is on the agenda of the December 13th Council meeting for approval.
- CEDD Staff have been developing designs for the budgeted City Hall renovation and emergency generator installation. This project has been included in the budget for this fiscal year, and we will be preparing a request for proposals soon.
- CEDD Staff continue to provide key support for the efforts to create a managed homeless facility.

MEMORANDUM



TO: Kelcey Young, City Manager
 FROM: Greg Springman, Public Works Director
 DATE: December 13, 2022
 SUBJECT: Public Works Activities Report – November 2022

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

Work Type	November, 2022	October, 2022	2022 YTD	2021	3 Yr Avg
Bathrooms/Garbage	9	11	160	169	503
Catch Basin Inspection/cleaning	0	0	3	6	28
Leaf Collection	621	285	906	1637	666
Hydrant Flushing	0	0	198	324	302
Locates	6	11	492	491	486
Meter Re-Read	6	31	589	1060	777
Mowing	0	5	117	40	84
Playground EQ Inspection	3	7	68	49	56
Pothole Repair	18	14	371	514	597
Sewer CCTV Miles	0	0.00	0.40	0.16	2.48
Street Sweeping Miles	216	147	1096	893	2374
Water Main Repair	0	1	11	9	10
Water Service Repair	1	1	38	20	41
Water Turn Ons/Offs	17	25	541	677	877
Total Completed Work Orders	467	486	6170	6050	6973

WWTP and WTP Key Performance Indicators (KPIs)

	November, 2022	October, 2022	2022 YTD	2021	5 Yr Avg
Potable					
MG Treated	28.01	29.83	320.41	363.99	406.97
Backwash Water in MG	2.00	0.81	14.74	30.07	19.92
Ave daily demand in MG	0.93	0.96	0.96	1.00	1.12
Sanitary					
MG Treated	45.59	22.14	609.09	641.31	586.99
Max Daily Flow in MG	2.81	1.04	6.01	5.89	6.08
Average Flow in MG	1.52	0.71	1.82	1.76	1.61

MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 5 exceedances for the month of October 2022.

- For October Weekly Avg TSS pounds we exceeded 1 time with 244.7 on a permit of 180
- For October Weekly Avg cBOD pounds we exceeded 1 time with 275.8 on a permit of 180.
- For October Weekly Avg TSS mg/L we exceeded 1 time with 44.3 mg/L on a permit of 15
- For October Weekly cBOD mg/L we exceeded 1 time with 50.0 mg/L on a permit of 15mg/L
- For October Monthly cBOD mg/L was 10.8 on a permit of 10 mg/L
-

Our data shows that something came into the facility on August 9th and 23rd killing our biology both times. We are working with outside consultants and the DEQ to bring the plant back to normal operating parameters.

The weekly average exceedances were from data in September from before fully recovering the plant. The Monthly cBOD exceedance was from an inability to get enough O2 into the aeration basin for biological treatment. Aeration was at 100%, attempting to lower solids to raise DO residual.

Current & Upcoming Projects

Small Diameter Water Main Replacement

Scope: Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains.

Status: Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Pre-Construction meeting scheduled for October 2022.

Pleasant Valley Bridge Water Main Repair

Scope: Pac Excavation to repair a broken 12" water main, replace 22 pipe hangers, and provide additional supports inside Pleasant Valley Bridge.

Status: Pac Excavation repaired the water main in August, 2022. Project completed

Water Master Plan – West Yost

Scope: Develop Water Master Plan to support development.

Status: Water Master Plan is scheduled for completion in November 2022. Staff will provide updates as necessary.

Stormwater Master Plan – West Yost

Scope: Develop Stormwater Master Plan to support development

Status: Stormwater Master Plan is scheduled for completion in June 2023. Staff will provide updates as necessary.

Backwash Pump Evaluation – West Yost

Scope: Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.

Status: Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until December 2022 due to back ordering from vendor. Construction started May 2022. Project on schedule, other than the arrival of the backwash pump.

Finished Water Pump VFD Evaluation – West Yost

Scope: Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

Status: Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until December 2022 due to back ordering from vendor.

Fluoride at WTP

Scope: Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

Status: PW Staff ordered replacement parts. Arrival for replacement parts TBD. Staff will provide updates to Council as necessary.

Water Meter Modernization

Scope: Replace water meters through the entire water distribution system.

Status: Public Works staff purchased 3000 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 2400 meters to date, project is 80% complete.

Wastewater Filter Belt Press

Scope: Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating, looking to prepurchase new dewatering equipment for the wastewater treatment plant as part of the upgrade project.

Status: PW staff currently working with Engineer of Record to confirm sizing of dewatering equipment.

MEMORANDUM



TO: CITY COUNCIL
FROM: Greg Springman, Steven Haney and Trish Rice
Public Works
DATE: December 7, 2022
SUBJECT: Mahler WRF Project Update

Public Works staff and our engineering consultant West Yost would like to keep City Council updated on the Mahler WRF Upgrades Project. This update will be provided on a monthly basis and contains the following sections:

- Section 1. Project Overview and Current Status
- Section 2. Project Schedule Update & City Council Engagement
- Section 3. Project Budget Status Update
- Section 4. Updates on Key Issues

1. PROJECT OVERVIEW AND CURRENT STATUS

Bids for the MWRF Phase 1 Improvements Project were over 25% above the Engineer's Estimate and the contract was cancelled. Staff propose the following approach for project phasing and construction:

- **MWRF Interim Improvements Project (MWRF IIP)** is progressing quickly. The following three sets of contract documents have been completed:
 - **Package 1 - Owner-Supplied Electrical Equipment Pre-Purchase:** Standby Generator and Main Switchboard to be procured by The Automation Group as the City's Integrator-of-Record.
 - **Package 2 - Owner-Supplied Dewatering Equipment Bid Documents:** The City plans to advertise and competitively bid the purchase of a new solids dewatering screwpress that will ultimately be utilized as part of the larger MWRF expansion.
 - **Package 3 – Sludge Blend Tank Design-Build Bid Documents:** The City plans to hire a Design-Build Contractor to design a new 100,000 gallon concrete tank that will be used to store solids. The tank will be used to help address current plant operational issues is also part of the MWRF expansion.
- Staff and Engineers are also proceeding with design of the MWRF Interim Improvements Project involving installation of the new dewatering equipment, piping, site work and other upgrades in the lower area of the MWRF. We continue to anticipate the following schedule for MWRF IIP:
 - **Completion of Draft Contract Documents:** Jan. 12, 2023
 - **Bidding:** Jan. 25, 2023 – Feb. 16, 2023
 - **City Council Bid Award and Contracts Approval:** Feb. 28, 2023
 - **MWRF IIP Construction Start:** March 2, 2023
 - **MWRF IIP Substantial Completion:** June 2023
- **Updated Construction Cost Estimate:** West Yost recently completed a detailed update of the Engineer's Opinion of Probable Construction Cost (OPCC) for the MWRF Improvements Project. The current estimated construction cost for all improvements is **\$56,813,000**. City and engineering staff continue to work on refining the project scope and cost estimate, but construction costs, equipment inflation, supply chain and schedule issues continue to impact the project.
- **MWRF Improvements Design Status:** West Yost's design team continues to complete 60% design for the MWRF Improvements Project on a parallel track with the MWRF IIP Project. The target date for submittal of 60% Contract Documents for City review is January 23, 2023.

2. PROJECT SCHEDULE UPDATE & CITY COUNCIL ENGAGEMENT

Below is the current project schedule for the MWRF IIP and larger MWRF Improvements Project.

	2022			2023				2024	2025	2026
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1 – Q4	Q1 – Q4	Q1 – Q4
MWRF Interim Impr. Project (IIP)										
MWRF Impr. Project										
Planning & Design			Bidding & Contracts				Construction			

Following are current Requests for Council Actions (RCA):

Owner-Supplied Electrical Equipment Procurement Contracts (RCA): Staff have completed updated Contract Documents for owner-supplied electrical equipment to be pre-purchased by The Automation Group (TAG) for the MWRF Improvements Project. The equipment proposed for pre-purchase include the a new standby generator and electrical switchgear for the MWRF Improvements Project. These long-lead equipment items will be pre-purchased following approval of contracts by City Council.

Future RCA Requests related to MWRF projects are anticipated to include:

Owner-Supplied Dewatering Equipment Procurement Contract Award: Staff have completed Bid and Contract Documents for procuring new solids dewatering equipment that will be utilized for the MWRF IIP and ultimately, as part of the larger MWRF Improvements Project. Advertising for bids will begin on December 14, 2022. The anticipated date for the RCA for the contract award is January 24, 2023.

Design-Build Sludge Blend Tank Contract Award: Staff have completed Bid and Contract Documents for procuring a 100,000-gallon concrete tank that will be utilized for the MWRF IIP and ultimately, as part of the larger MWRF Improvements Project. Advertising for bids will begin on December 14, 2022. The anticipated date for the RCA for the contract award is January 24, 2023.

MWRF Interim Improvements Contract Award – anticipated RCA on February 28, 2023

MWRF Improvements Project Final Design and Bidding Engineering Services Contract Amendment – anticipated RCA on January 24, 2023

3rd Party Special Inspections and Testing Services Contract Award – RCA timing TBD

Electronic Construction Document Control System Contract Award – RCA timing TBD

3. PROJECT BUDGET STATUS UPDATE

The following budget status updates provide a high-level review of contract amounts and expenditures for engineering services, Owner-supplied electrical equipment, Construction, 3rd Party Special Inspections and Testing, and the Electronic Construction Document Control System.

a. Construction

Budget status updates will be provided for the MWRP IIP if the project is authorized to proceed by City council. The MWRP IIP would include a combination of Owner-supplied equipment and onsite construction that would be bid by the City's list of pre-qualified contactors. There is no update on budget or status at this time.

b. Owner-Supplied Electrical Equipment

Budget status updates related to owner-supplied electrical equipment to be provided by TAG serving as the City's Integrator-of-Record will be provided following approval of TAG contracts. If authorized, the MWRP IIP includes pre-purchase of the MWRP Standby Generator and Main Switchgear.

c. 3rd Party Special Inspections and Testing Services

Budget status updates for 3rd Party Special Inspections and testing will be provided once construction activities begin.

d. Electronic Construction Document Control System (ECDCS)

Budget status updates for ECDCS will be provided once construction activities begin.

e. Engineering Services

West Yost anticipates completing 60% final design for the MWRP Improvements Project in January 2023. A letter proposal will be submitted in January 2023 to complete final design and bidding for the project.

Firm	Dates	Purpose	Contract Amount	% Complete
Murraysmith ⁽¹⁾	2018 – 2021	Preliminary and Final Design	\$2,134,373	100%
West Yost	Jul 2021	Final Design Review	\$66,224	100%
West Yost ⁽²⁾	Aug 2021 – present	Project Planning, Permitting, Preliminary and Final Design	\$3,428,335	82%
West Yost ⁽³⁾	Oct. 2023 thru Oct. 2026	Engineering Services During Construction (ESDC)	\$879,670	0%

(1) Contract Amount listed is actual amount paid to Murraysmith by City. This amount is being confirmed.

(2) West Yost's current Mahler WRF design contract is for completion of Phase 1 final design and Phase 2 60% Design. It is anticipated a contract for completing MWRP Improvements Project final design will be executed in Q1 2023.

(3) West Yost's current Mahler WRF Engineering Services During Construction (ESDC) contract was for Phase 1 construction. If authorized, a portion of this current contract will be used for MWRP IIP ESDC. The balance would be used for initial ESDC on the larger MWRP Improvements Project.

4. UPDATES ON KEY ISSUES

- **Preliminary Engineering Report (PER) Update.** Concurrent with design of the MWRF IIP and completion of 60% final design for the MWRF Improvements project, West Yost's team is also working on updating the Preliminary Engineering Report (PER) required for obtaining USDA funding for the project. The PER will be submitted to USDA and Oregon DEQ for review and approval. This PER update will incorporate the recently updated construction cost estimate (Engineers OPCC).
- **Outfall Permitting and "Crosscutters".** West Yost is working with Pacific Habitat to begin work on the Environmental Assessment (EA) and Biological Assessment (BA) required for the project, assuming a new South Santiam River outfall will be installed as part of the project.
- **MWRF Improvements Project Funding.** Staff are now meeting on a monthly basis with representatives from USDA, DEQ and Business Oregon to discuss project funding. The DEQ Regional Solutions Team (RST) is also engaged on the project and in these meetings.
- **Current MWRF Permit Compliance Issues.** The MWRF continues to struggle with permit compliance. It is anticipated the MWRF IIP will help process solids and help improve treatment plant performance. Staff continue to monitor for illicit discharges to the City's sanitary sewer system.
- **Expenditure of Oregon Legislature Funding.** Initial bid and contract documents packages to begin completion of the MWRF IIP are complete and await authorization to proceed from City Council. The next step is finalizing the design for installation and other onsite activities. These contract documents are anticipated to be completed in January 2023. These efforts along with continued engineering services are planned for utilizing the \$7M in grant funding awarded to the City by the Oregon Legislature and required to be spent by June 30, 2023.

Cc: Dept. Heads

SWEET HOME POLICE DEPARTMENT
CHIEF OF POLICE
 1950 Main Street
 Sweet Home, OR 97386
 (541) 367-5181 Fax (541) 367-5235

October

	This Month	Last Month	Last Year	Year to Date	5 Year
	10/31/22	09/30/22	10/31/21	10/31/22	5 Year
Call Volume	888	776	742	7766	7568
CAD Calls	1622	1522	1362	14173	14648
ONIBR Person Crimes	21	20	19	163	149
ONIBR Person Crimes Cleared	20	10	10	130	109
ONIBR Property Crimes	77	67	41	557	469
ONIBR Property Crimes Cleared	18	19	11	136	136

November

	This Month	Last Month	Last Year	Year to Date	5 Year
	11/30/22	10/31/22	11/30/21	11/30/22	5 Year
Call Volume	752	888	718	8518	7568
CAD Calls	1333	1622	1273	15502	14648
ONIBR Person Crimes	10	21	15	173	149
ONIBR Person Crimes Cleared	5	20	11	135	109
ONIBR Property Crimes	40	77	32	597	469
ONIBR Property Crimes Cleared	2	18	8	138	136

Trends:

Out of the 21 person crimes for the month of October, I was please to see that 20 of those crimes were cleared. This works out to be a 95% clearance rate for that category. Overall, our person crimes clearance rate is up 13.85% compared to this time last year. The property crimes clearance rate is holding steady at 24%. We had the same property crime clearance rate at this time last year.

Our call volume for October 2022 was up 2.56% compared to our call volume from last year.

Additionally, we are pleased to report that we had no significant issues on Halloween. The downtown trick or treat event was a success.

In November, our clearance rates for person crimes were not quite as good as the previous month. We had a 50% clearance rate for person crimes and a 5% clearance rate for property crimes. However, year to date for all calls for service our clearance rate for person crimes is sitting at 78% which is amazing! Our year-to-date clearance rate for our property crimes is sitting at 23% which is normal/average for this category.

During the month of October our officers did a total of 133 self-initiated traffic stops and in November they did a total of 116 self-initiated traffic stops. We know that traffic enforcement has been a priority and I am pleased to report that we are continuing to focus our efforts in this area as time and call load allow.