

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SWEET HOME OREGON
AND
THE BUILDING DEPARTMENT, LLC.**

This Contract is made and entered into this 25th day of February, 2011, by and between the CITY of SWEET HOME, a municipal corporation of the State of Oregon, hereinafter called the "CITY" and THE BUILDING DEPARTMENT, LLC, an Oregon limited liability company, hereinafter called the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY administers its own building inspection program as provided in ORS Chapter 455 and for that purpose is in need of the services of inspectors duly certified by the State of Oregon; and

WHEREAS, the CONTRACTOR is in the business of providing the services of building officials, plans examiners, inspectors duly certified by the State of Oregon to governmental agencies and other parties.

WHEREAS, the CITY wishes to obtain from the CONTRACTOR and the CONTRACTOR wishes to provide to the CITY certain services of building officials, plans examiners, and inspectors duly certified by the State of Oregon on the terms and conditions set forth herein: and,

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **TERM:** This Contract revises the original contract and shall commence on the 25th day of February, 2011, and shall continue in full force and effect until terminated as provided in Section 12.

2. **SERVICES:** The services to be provided by the CONTRACTOR to the CITY under the terms of this Contract shall consist of the following:

A. The examination of commercial plumbing plans submitted to the CONTRACTOR by the CITY to insure their compliance with the Oregon Plumbing Specialty Code as adopted by the CITY. The CONTRACTOR shall review all permit applications submitted to it by the CITY and complete a plans review report in a timely fashion, ordinarily within seven (7) working days after receipt of all proper plans and applications. Promptly upon completion of its plans review report, the CONTRACTOR shall approve or not approve such plans and notify the CITY of such decision so the CITY may issue appropriate permits or notify the applicant of any deficiencies identified in the plan review report.

B. Make a good faith effort to provide inspections as put forth in the attached letter dated January 29, 2010.

C. Meet with permit applicants/holders and/or CITY staff at CITY Hall to address and attempt to resolve any issues arising under the applicable State Building Codes or CITY Code & Ordinances and related issues as requested by CITY staff.

D. Supply CITY staff with necessary documentation, such as inspection results.

3. **SERVICE PROVIDERS:** The CONTRACTOR may use employees, agents or independent contractors to perform the services required by it under the terms of this Contract so long as such employee, agent or independent contractor is properly certified. If any incompatibilities or conflicts arise involving the CONTRACTOR's employees, agents or independent contractors, the CONTRACTOR and the CITY agree to meet and make a good faith attempt to resolve any such incompatibility or conflict.

4. **COMPENSATION:** As compensation for the services to be provided by the CONTRACTOR to the CITY under the terms of this Contract, the CITY shall pay to the CONTRACTOR at current hourly rate of the inspector as in letter attached hereto and dated January 29, 2010

5. **PAYMENT:** Compensation due the CONTRACTOR by the CITY shall be paid as follows:

A. The CONTRACTOR shall submit a billing statement(s) for payment of the CONTRACTOR'S compensation for work performed during the previous month by the 5th day of the immediately following month and the CITY shall pay such billing statement(s) on or before the 25th day of the month in which it is received. In addition, the CITY agrees to pay the CONTRACTOR a late payment charge of 1.5% per month for any billing statement(s) received by the CITY on or before the 5th day of the month which is not paid by the 25th day of that month.

B. Payment by the CITY of any such billing statement shall release the CITY from any further payment obligation to the CONTRACTOR for services performed or expenses incurred as of the date of the billing statement.

6. **CITY'S OBLIGATIONS:** In order to facilitate the services to be provided by the CONTRACTOR to the CITY under the terms of this Contract, the CITY agrees to do the following:

A. Notify the CONTRACTOR of inspection requests per attached letter dated January 29, 2010.

B. Make sufficient meeting and office space available to the CONTRACTOR at CITY Hall to allow the CONTRACTOR to perform all of its obligations under the terms of this Contract.

7. **CONTRACTOR IDENTIFICATION NUMBER:** The CONTRACTOR shall furnish the CITY with the CONTRACTOR's employer identification number, as designated by the Internal Revenue Service.

8. **CITY'S REPRESENTATIVE:** The CITY'S authorized representative for the purposes of this Contract shall be Carol Lewis, Community Development Director.

9. **CONTRACTOR'S REPRESENTATIVE:** The CONTRACTOR's authorized representative for the purposes of this Contract shall be Charlcie R. Kaylor, 144 East 14th, Eugene, Oregon 97401, phone 541-484-9043, fax 541-484-6859.

10. **CONTRACTOR AS INDEPENDENT CONTRACTOR :**

A. The CONTRACTOR'S services shall be provided under the general supervision of the CITY or its employees or designees; however, the CONTRACTOR shall be an independent contractor and shall be entitled to no compensation other than the compensation provided for under Section 4 of this Contract.

B. The CONTRACTOR acknowledges that it shall not be entitled to any employee benefits to which an employee of the CITY would be entitled and shall be solely responsible for all payments of taxes required by law. If the CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for purposes of taxes or benefits the CITY is required to pay for or to employees, the CITY shall be entitled to repayment by the CONTRACTOR to the full extent of any benefits or other remuneration the CONTRACTOR may receive from the CITY as result of said finding and to the full extent of any payments the CITY is required to make (to the CONTRACTOR or to a government entity) as a result of said finding.

C. The CONTRACTOR hereby represents that to its knowledge no employee of the CITY or any partnership or corporation in which a CITY employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, directly or indirectly, in connection with the letting or performance of this Contract, except as otherwise specifically declared in writing.

D. Notwithstanding paragraphs 10A, 10B, 10C, or any other paragraph of this Contract, the CONTRACTOR and its officers, employees, agents and subcontractors are and shall operate and be considered as agents of the CITY for all purposes relating to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

11. **SUBCONTRACT - ASSIGNMENTS AND DELEGATION:**

A. Subject to paragraph 10D above, the CONTRACTOR shall be fully responsible for the acts or omissions of its employees, agents and subcontractors and neither the approval by the CITY of any employee, agent or subcontractor of the CONTRACTOR

nor anything contained herein shall be deemed to create any contractual relation between such employee, agent, or subcontractor and the CITY.

B. This contract, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the CITY and the CONTRACTOR respectively and their legal representatives and successors. Except as otherwise provided herein, the CONTRACTOR shall not assign any rights nor delegate any duties incurred by this Contract, or any part hereof without the written consent of the CITY, and any assignment or delegation in violation hereof shall be void.

12. **TERMINATION OF CONTRACT:** The CONTRACTOR or the CITY may terminate this Contract at any time upon not less than sixty (60) days prior written notice to the other party. In addition, the CITY may terminate this contract upon not less than ten (10) days written notice to the CONTRACTOR if the CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of the CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against the CONTRACTOR; appointment of a receiver or trustee for the CONTRACTOR; or an assignment for benefit of creditors of the CONTRACTOR.

13. **ACCESS TO RECORDS:** The CITY shall have access to such books, documents, papers and records of the CONTRACTOR as are directly pertinent to the services performed under the terms of this Contract for the purpose of conducting an audit or examination or obtaining excerpts and transcripts.

14. **FORCE MAJEURE:** Neither the CITY nor the CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond its control and without fault or negligence on the part of the party so disabled, including, but not limited to: an act of nature or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay to notify the other party in writing of the causes of such delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

15. **NONWAIVER:** The failure of either party to insist upon or enforce strict performance by the other party of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of a party's right to assert or rely upon such terms or rights on any future occasion.

16. **ATTORNEY'S FEES:** In the event a suit, action or arbitration is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

17. **APPLICABLE LAW:** This Contract will be governed by the laws of the State of Oregon.

18. **CONFLICT BETWEEN TERMS:** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Contract and the proposal of the CONTRACTOR, this Contract shall control and nothing herein shall be considered as an acceptance of the terms of said proposal conflicting herewith.

19. **INDEMNIFICATION:** The CONTRACTOR agrees to indemnify and to hold harmless the CITY, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs, and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to the CITY, CONTRACTOR or others, resulting from, arising out of, or in any way connected with the CONTRACTOR'S acts which are outside the scope of the CONTRACTOR'S duties to the CITY under this Contract or for which the CONTRACTOR is not eligible for representation and indemnification by the CITY under the terms of the Oregon Tort Claims Act. The CONTRACTOR agrees to defend all such claims on behalf of the CITY, whether frivolous or not.

20. **INSURANCE:** Prior to providing any of the services required under the terms of this Contract the CONTRACTOR, at the CONTRACTOR's sole cost and expense, shall secure and continue in force during the term of this Contract the following insurance with an insurance company acceptable to the CITY:


A. **General Liability and Property Damage Insurance** with limits of not less than \$1,000,000 for personal injury, \$1,000,000 for comprehensive automobile liability and \$1,000,000 for broad form property damage coverage. Satisfactory evidence of such insurance shall be provided to the CITY.

B. **Workers' Compensation** from the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employee benefits required by law.

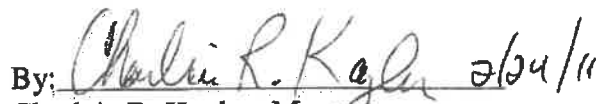
21. **ARBITRATION:** Any controversy or claim arising out of or relating to this Contract, including without limitation, the making, performance, interpretation, or enforcement of the Contract and any provisions contained herein, shall be settled by binding arbitration in Lane County, Oregon, in accordance with ORS 36.300 - 36.365, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

22. **COMPLETE CONTRACT:** This Contract and any referenced attachments constitute the complete Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral discussions or agreements.

THE CITY OF SWEET HOME


Carol Lewis, Community Development Director

THE BUILDING DEPARTMENT, LLC,
an Oregon limited liability company

By: 
Charlcie R. Kaylor, Manager

THE BUILDING DEPARTMENT, LLC

144 East 14th Ave.
Eugene, Oregon 97401
Phone: (541) 484-9043
Fax: (541) 484-6859
Toll Free 1-800-358-8034

January 29, 2010

Carol Lewis
Community Development Department
1140 12th Avenue
Sweet Home, OR 97386
clewis@ci.sweet-home.or.us

Re: A-Level Plumbing Inspections

It would be an honor to serve the City of Sweet Home.

The Building Department has been in business since 1973. We have three inspectors locally, with fifteen, seven, and five years experience respectively. Each has had a wide variety of experience including schools and hospital/clinics.

We propose the following:

- Inspector will come to the City only when inspections are requested. No office hours unless requested by the City, then charged at hourly rate.
- Minimum one hour charge and 15 minute increments over one hour.
- \$81 per hour inspection fee charge.
- \$120 per hour for plan review. Minimum one hour with additional time charged not to exceed 50% of the plumbing plan review fee. Plans to be sent to our office.
- Mileage charged for work in Sweet Home at IRS rate. As long as Shawn Eaton is inspecting there will be no charge for travel to the City because he lives close by. If another inspector is necessary because Shawn is absent, mileage to and from Eugene will be charged.
- Monday, Wednesday, and Friday only, preferably in late afternoon, but early morning can be accommodated with notice before 5pm on the prior business day.

- **If Shawn is not available or there is a request for inspections on other days there will be a two hour minimum and travel time charged. Travel time will be included in the minimum charge so total time may be greater than two hours. We will make every effort to notify the City if Shawn is unavailable.**

We are willing to further negotiate or clarify the above. If you have any questions or concerns, please don't hesitate to contact me.

**Charlcie Kaylor, Building Official
Manager City County Services**

CONTRACT ADDENDUM FOR PROFESSIONAL SERVICES

**BETWEEN
CITY OF SWEET HOME
AND
NORTHWEST CODE PROFESSIONALS**

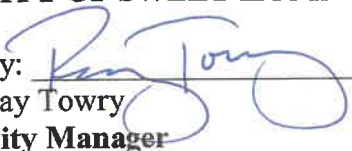
This Contract ADDENDUM is made and entered into this 5th day of March 2018, by and between the City of SWEET HOME hereinafter called "CITY" and, NORTHWEST CODE PROFESSIONALS an Oregon limited liability company, hereinafter called "NWCP".

4. **COMPENSATION.** As compensation for the services provided by NWCP to CITY under this contract, CITY shall pay to NWCP \$90 / hour for all building, plumbing, mechanical, manufactured dwelling, recreational vehicle park, and plan review services as well as for all other requested meetings and services for which services were provided or are to be provided by NWCP to CITY under the terms of this Contract. A minimum two-hour charge will apply, however, if services are batched with others or there is a reasonable way to minimize charges, NWCP will do so. In addition, CITY will pay to NWCP a fee of \$200.00 per month for Building Official, technical and administrative services so long as permitted by statutes. Payment to NWCP shall be based on the aforementioned fees and shall not include or be based on any additional CITY fees the CITY may collect. For other activities or inspection services requested by the CITY and provided by NWCP, including code enforcement and abatement of dangerous buildings or CITY Code enforcement the CITY shall pay NWCP \$90.00 per hour for those requested services.

Mileage will be reimbursed to NWCP at the current federal mileage rate for inspection services performed within Sweet Home city limits in a NWCP company vehicle. A minimum 15 miles will be charged each way for daily travel of local inspector. Mileage for on call or vacation coverage inspector or meetings requested by CITY in the absence of the local inspector will be reimbursed by CITY to NWCP at a flat fee of \$45.00 per work day.

This addendum replaces section 4, titled Compensation in the original contract. All other existing contract terms remain in full effect.

CITY OF SWEET HOME

By: 
Ray Towry
City Manager

NORTHWEST CODE PROFESSIONALS

By: _____
Jack E Applegate, BO, CHI, CPI
Manager

Date: April / 18 / 2018

Date: _____ / _____ / _____

CONTRACT ADDENDUM FOR PROFESSIONAL SERVICES

**BETWEEN
CITY OF SWEET HOME
AND
NORTHWEST CODE PROFESSIONALS**

This Contract ADDENDUM is made and entered into this 1ST day of April 2018, by and between the City of SWEET HOME hereinafter called "CITY" and, NORTHWEST CODE PROFESSIONALS an Oregon limited liability company, hereinafter called "NWCP".

4. **COMPENSATION.** As compensation for the services provided by NWCP to CITY under this contract, CITY shall pay to NWCP \$90 / hour for all building, plumbing, mechanical, manufactured dwelling, recreational vehicle park, and plan review services as well as for all other requested meetings and services for which services were provided or are to be provided by NWCP to CITY under the terms of this Contract. A minimum two-hour charge will apply, however, if services are batched with others or there is a reasonable way to minimize charges, NWCP will do so. In addition, CITY will pay to NWCP a fee of \$200.00 per month for Building Official, technical and administrative services so long as permitted by statutes. Payment to NWCP shall be based on the aforementioned fees and shall not include or be based on any additional CITY fees the CITY may collect. For other activities or inspection services requested by the CITY and provided by NWCP, including code enforcement and abatement of dangerous buildings or CITY Code enforcement the CITY shall pay NWCP \$90.00 per hour for those requested services.

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This addendum replaces section 4, titled Compensation in the original contract. All other existing contract terms remain in full effect.

CITY OF SWEET HOME

NORTHWEST CODE PROFESSIONALS

By: _____
Jerry Sorte
**Community and Economic
Development Director**

By: _____
Jack E Applegate, BO, CHI, CPI
Manager

Date: _____ / _____ / _____

Date: _____ / _____ / _____