



Code Review of LCC Welding Shop for Electrical Classification

Submitted by Code Unlimited, LLC

Document abstract

TUESDAY, JUNE 11, 2013

PROPOSAL

PROJECT OVERVIEW

Deputy Fire Marshal has reviewed the completed welding shop installation at LCC and questioned the non-classified electrical systems. Another firm designed the facility to comply with NFPA 51 and believes that the project meets the non-classified installation criteria. You have asked us to independently review the installation, identify any deficiencies that need to be corrected and provide a letter of support to the State Fire Marshal's office upon completion of the review any corrective action.

Scope of Work

The scope of services includes the following:

1. Review drawings and photographs of the installation for compliance with the 2011 Oregon Electrical Specialty Code.
2. Identify any deficiencies noted
3. Prepare a letter of support to the Fire Marshal based on review and correction of any deficiencies. Review the findings and the letter with the fire marshal and follow through to secure verbal or written approval.

Cost of Services

We will provide these services at our 2012 hourly rate for a Not to Exceed (NTE) cost of \$ 1,360.

2012 LABOR CLASSIFICATION	BILL RATE
SENIOR ANALYST	\$170.00 PER HOUR
CODE ANALYST 3	\$135.00 PER HOUR
CODE ANALYST 2	\$110.00 PER HOUR
CODE ANALYST 1	\$70.00 PER HOUR
SENIOR PROJECT MANAGER	\$170.00 PER HOUR
PROJECT MANAGER	\$135.00 PER HOUR
PROJECT COORDINATOR 2	\$110.00 PER HOUR
PROJECT COORDINATOR 1	\$70.00 PER HOUR

Consulting Agreement

Compensation

Invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement. Client will not provide any benefits to Consultant.

Relationship

Independent Contractor. Consultant will be an independent contractor of Client.

Licenses. Consultant represents to Client that Consultant is not a licensed architect under ORS Chapter 671. Client will be solely responsible for determining whether the Services must be performed by a licensed architect.

Limited Warranty

Warranty. Consultant warrants to Client that the Services will be performed by qualified personnel in a professional manner.

Disclaimer of Warranties. Except for the express warranties in this Agreement, Consultant expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade.

Limitation of Liability

Consultant's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that Client has paid to Consultant for the Services during the 12-month period before the cause of action accrued. Consultant will not be liable to Client under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if Consultant has been advised of the possibility of such damages. Consultant's price for the Services and Consultant's obligations under this Agreement are consideration for limiting Consultant's liability to Client.

Termination

This Agreement will terminate upon the earliest to occur of the following:

1. upon the written agreement of the parties;
2. upon thirty (30) days' written notice by either party; or
3. upon notice by Consultant to Client, if Client materially breaches this Agreement and fails to cure the breach within five (5) days after Consultant notifies Client of the breach in writing.

General

No Assignment. Neither party may assign any right or obligation under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in its sole discretion.

Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

Arbitration. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.



Big Picture Vision **Detail-Driven Expertise**

Unlimited Possibilities

Supporting reasoning for hiring Code Unlimited, LLC.

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