



City of Coos Bay
Public Works and Development Department
500 Central Avenue, Coos Bay, OR 97420
PH 541-269-8918 – FAX 541-269-8916
www.coosbay.org

REQUEST FOR QUOTATION
AUGUST 19, 2022

PROJECT LOCATION:	<u>STP 1 & STP 2 Outfall</u>	SUBMIT TO:	<u>Engineering Department</u>
		CONTACT:	<u>Rishia Latta</u>
QUOTE REQUIRED BY:	<u>4:00 pm September 9, 2022</u>	PHONE:	<u>541-269-1181 ext. 2248</u>
COMPLETION DATE:	<u>October 31, 2022</u>	EMAIL:	<u>rlatta@coosbay.org</u>

INTRODUCTION:

The City of Coos Bay is requesting quotes to inspect two wastewater outfalls. STP 1 Outfall is located approximately 600 feet from STP 1 at 680 Ivy Ave, Coos Bay OR. STP2 Outfall is located approximately 900 feet from STP2 which is located at 490 Fulton Ave, Coos Bay OR. More detailed requirements for the project are discussed in detail below. Consultants must be on a bidders list prior to September 1, 2022 in order to be deemed a successful bidder. **All questions and clarifications should be submitted to City by 4:00 on Thursday September 1, 2022.**

BACKGROUND

The City of Coos Bay received new National Pollutant Disposal Elimination System (NPDES) Permits for both wastewater treatment plants (owned and operated by the City) in 2020. These permits have requirements of outfall inspection reports are to be completed by end of 2022. The NPDES permits have the location of each outfall as follows:

STP 1 Outfall is beneath the Cutter Orcas Coast Guard dock east of Coos Bay Blvd. The outfall is approximately 60 feet from the mean lower low water shoreline and 140 feet from the mean higher high-water shoreline. The diffusers are at a depth of 9.8 feet below the mean lower water shoreline. The outfall is located at a latitude of 43.379921°N and longitude 124.216895°W.

STP 2 Outfall is approximately 900 feet west of the plant, near river mile 3.8 in the Coos Bay estuary. The outfall consists of a buried 24-inch ID concrete pipe approximately 830 feet in length. A diffuser is at the end of the pipe and consists of three, 8-inch ports. The outfall is located at a latitude of 43°23'15"N and longitude 124°17'08"W.

SCOPE OF WORK

The outfalls must be inspected including the submerged portion of the outfall line and diffuser to document its integrity and to determine whether they are functioning as designed. The inspection must determine whether diffuser ports are intact, clear and fully functional. The inspection must verify the latitude and longitude of the diffusers. All diving activities must be compliant with all local, state and federal regulations.

The inspection must include observations of the pipe material for the exposed outfall pipe and diffuser pipes, condition of pipes including leaks, cracks or damages. If diffusers are buried minor underwater excavation will be required but will not be part of the lump sum price of the quote (see schedule B for underwater excavation). Inspection will also include measurements of the entire reach of the exposed

Request for Quote – STP 1 & STP 2 Outfall Inspections

August 19, 2022

pipe and diffuser diameters, diffuser length, lateral diffuser pipes, each port opening diameter, measurements of lengths of the main diffuser length and each lateral diffuser pipe.

Outfall inspection is to be documented on by video recording and digital photos (both using underwater light source) of the entire outfall diffuser and each port including damaged sites or holes. Videotaping shall provide good visibility and good picture quality. The rate of speed the documentation shall be taped, the panning rates and the zoom-in and zoom-out rates shall be controlled so that playback will produce a clear television picture of the areas taped. The camera crew shall be able to work independent of any power source, utilizing battery power to operate the camera and lighting.

If there are damages identified or differences from provided as-builts and plans divers are to provide sketches with detailed measurements of differences or damages.

The inspection of STP 1 Outfall shall have coordination with the US Coast Guard, consultant shall coordinate directly with US Coast Guard with updates provided to the City.

Two separate inspection reports are to be submitted to the City, one for each outfall. Quotes will include but not limited to the following costs: dive team, mobilization & demobilization, all standard diving equipment (hardhats with audio and surface supplied air), video, digital photos, report, boat, insurance for Federal Waters, and anything else required to complete the outfall inspection.

Prospective consultants shall submit required information regarding their prequalification's with their quote. Failure to submit required qualification information with the submission of the quote may disqualify the consultant from receiving an award of the Contract.

1. Evidence of authority to do business in the state of Oregon.
2. Valid Commercial Diving Certificate
3. Sample video of past project that meets all specifications above.
4. Evidence of company experience with outfall inspections and other like/in-kind experiences for significant water infrastructure including a minimum of five (5) outfall inspections within the last three (3) years.

Please complete the attached itemized cost estimate, see attached.

NOTES:

1. To be a successful bidder, consultants must be on the bidders list by September 2, 2022. To be on the bidders list please email rlatta@coosbay.org with information on your company (name, email, phone) to be added to the list.
2. The successful consultant will be required to enter into a contract with the City of Coos Bay and meet the **City's Insurance Requirements** (see attached for sample contract).
3. Attached are the as-builts and plan sets for the two outfalls, these documents are the best-known information the City has on file, this inspection is to verify the as-builts and notify the City of any discrepancies.
4. Attached is the aerial images for the approximate locations of the end of the outfall.
5. The consultant is required to supply all equipment and material, safety equipment, and personnel to ensure that the project is done in a safe manner, conforming to all local, state, and federal regulations.

Request for Quote – STP 1 & STP 2 Outfall Inspections

August 19, 2022

Bidders shall submit a bid on a lump sum basis for the base bid and include a separate price for the alternate. The price for the alternate will not be included in the total cost comparisons with bidders. The City of Coos Bay reserves the right to reject any or all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The City will reject the bid of any bidder that the City finds, after reasonable inquiry and evaluation to not be responsible.

Schedule A: Total price shall include all labor, subcontractor fees, products, services, tools, equipment and tools, rental fees, handling costs, profit, bonding costs, site access preparation, environmental protection and control costs, and other work area requirements, cleanup and restoration of site, and all other overhead related charges and incidental necessary for the total completion of the Work.

SCHEDULE A – STP 1 & STP 2 Inspection without underwater excavation					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	ALL	LS		
2	STP 1 Outfall Inspection	ALL	LS		
2	STP 2 Outfall Inspection	ALL	LS		
Total (Not to Exceed)					

Alternate 1: Will be utilized as a predetermined hourly rate for if the need of minimal underwater excavation is necessary for the investigation of the outfalls. The City will obtain regulatory permitting if needed.

Alternate 1 – Underwater excavation				
Item	Description	Quantity	Unit	Unit Cost
1	Underwater Excavation	1	HR	

This Quote is submitted on: _____

This Quote is submitted by: _____

Consultant Information:

Business Owner (Print): _____

Business Owner (Signature): _____

Business Name: _____

Business Address: _____

Phone: _____

Email of primary contact: _____



1 inch = 200 feet

COOS BAY

Plant 1
Outfall

Wastewater
Treatment
Plant 1

KINGWOOD AVE

N 7TH ST

N 6TH ST

KOOSBAY BLVD

N 8TH ST

HILLSIDE TR

HILLSIDE CT

42"

36"

IVY AVE

N 7TH ST

N 7TH CT

N 6TH ST

HEMLOCK AVE

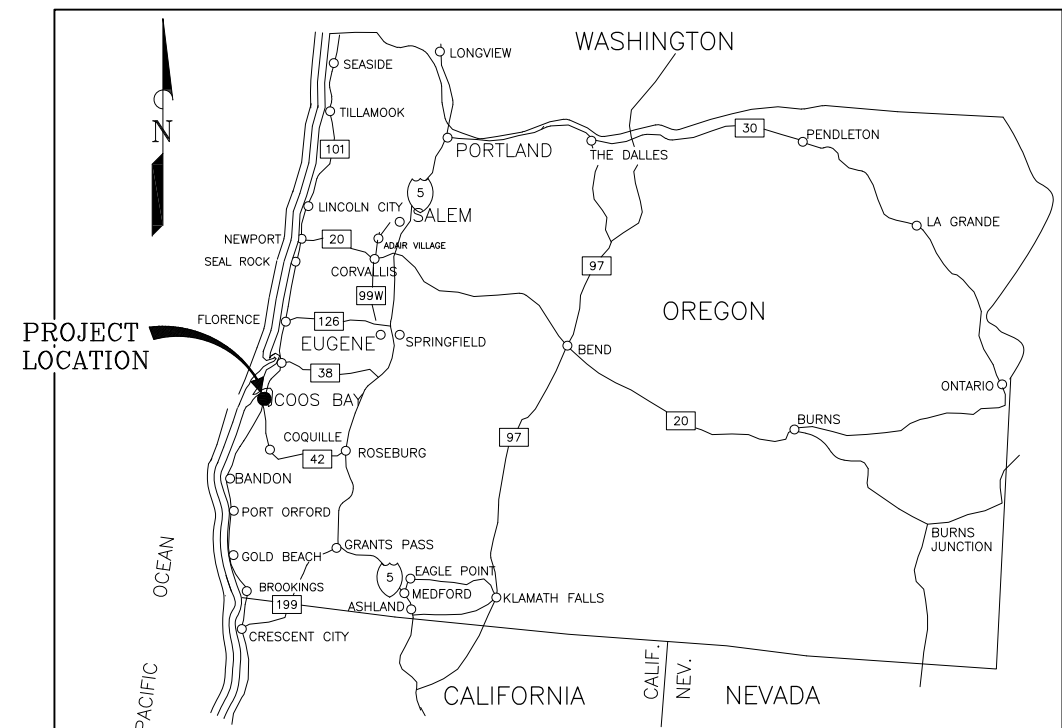
BAYSHORE DR

N FRONT ST



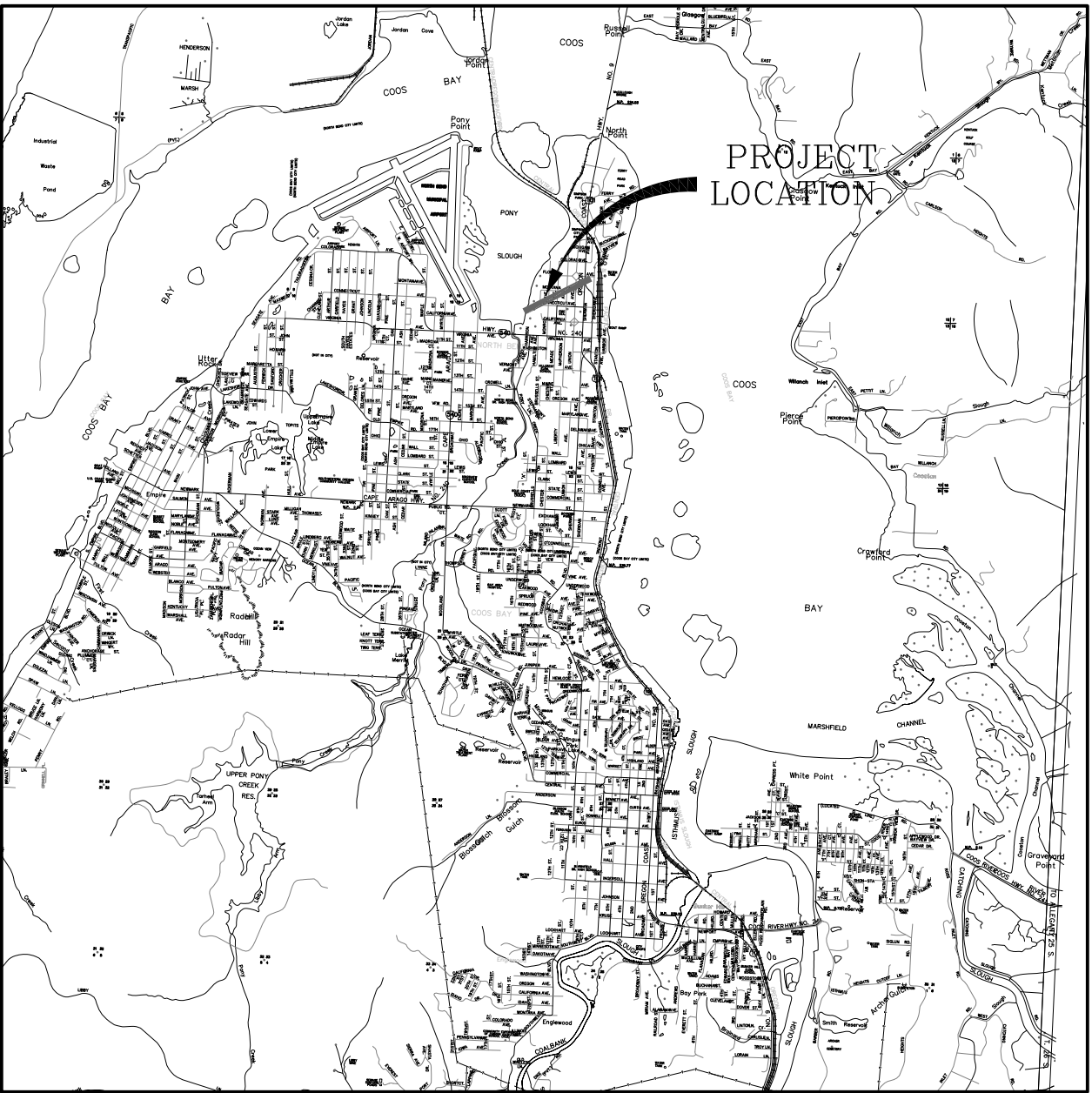
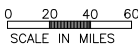
WWTP #1 OUTFALL IMPROVEMENTS

PROJECT NO. 1201-021
NOVEMBER, 2010



LOCATION MAP

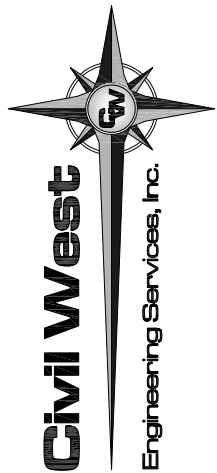
SCALE: 1" = 60 MILES



VICINITY MAP

SCALE: 1" = 1/4 MILE

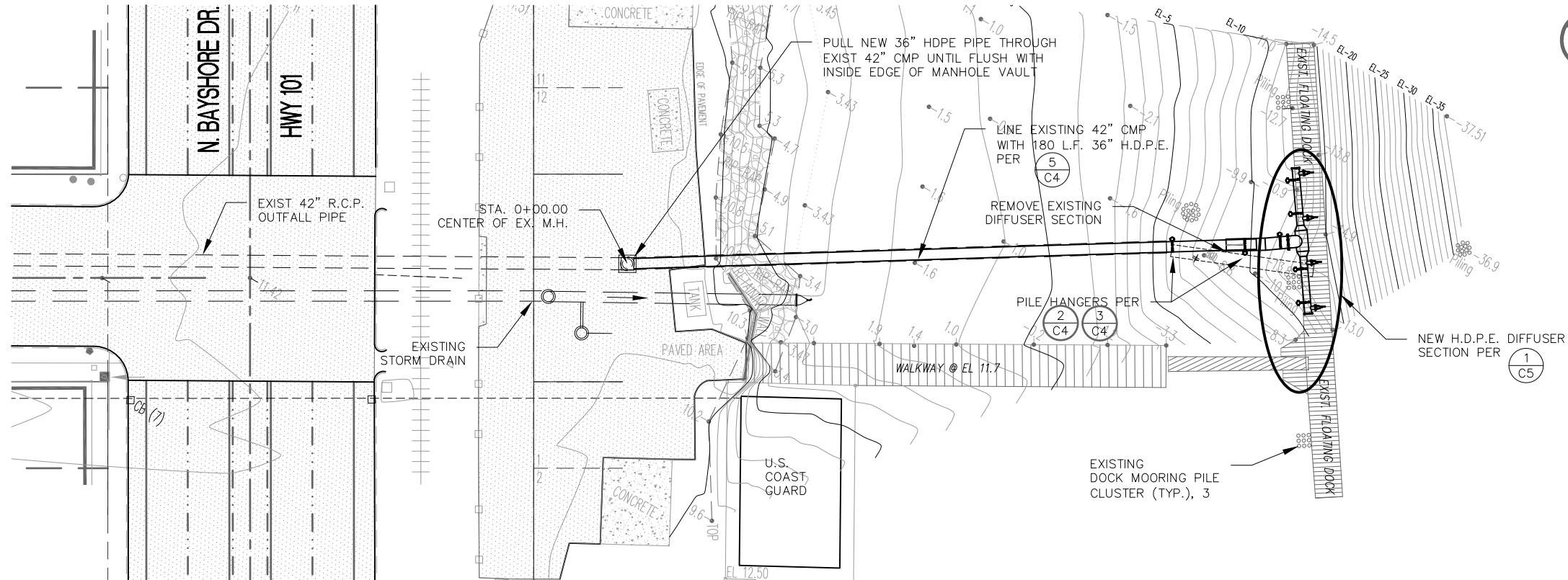
<u>PAGE NO.</u>	<u>SHEET</u>	<u>SHEET TITLE</u>
1	C1	COVER
2	C2	PLAN AND PROFILE
3	C3	SYSTEM PLAN VIEW
4	C4	MANHOLE LID REPLACEMENT + DETAILS
5	C5	DIFFUSER DETAIL
6	C6	PILE LAYOUT



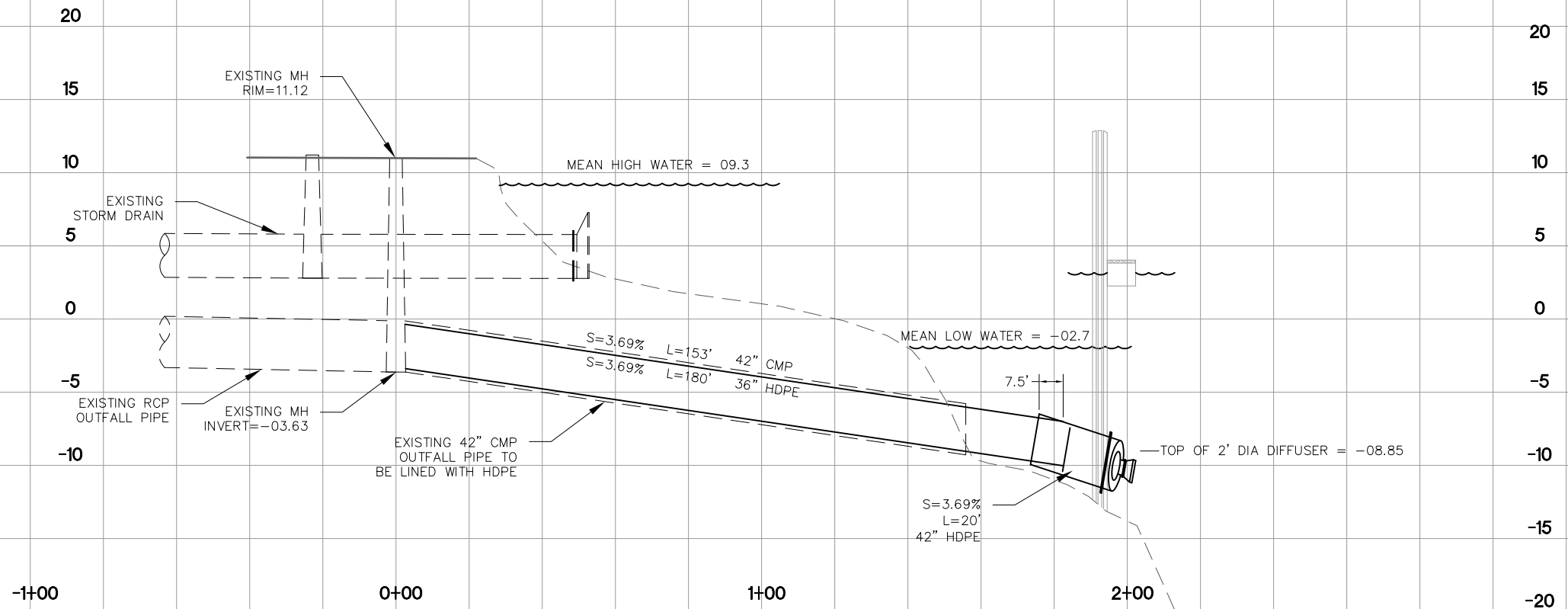
486 E Street
Coos Bay, Oregon 97420
541-266-8601
www.civilwest.com

Date		Sheet No.	CITY OF COOS BAY 500 CENTRAL AVE., COOS BAY, OR 97420	COOS BAY WWTP #1 OUTFALL REPAIR	COVER	REV.	DATE	DESCRIPTION	BY		
						Designed By:	MDW	Drawn By:	MDW	Checked By:	JGP
						File:		WWTP outfall.dwg		Project No: 1201-021	
					AS-BUILT						
11/27/2010											
1 of 6											

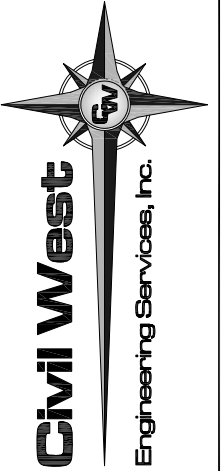
KOOS BAY
BLVD.



1 OUTFALL REPAIR PLAN VIEW
C2 SCALE: 1" = 40'



2 OUTFALL REPAIR PROFILE VIEW
C2 HOR. SCALE: 1" = 40'
VER. SCALE: 1" = 10'

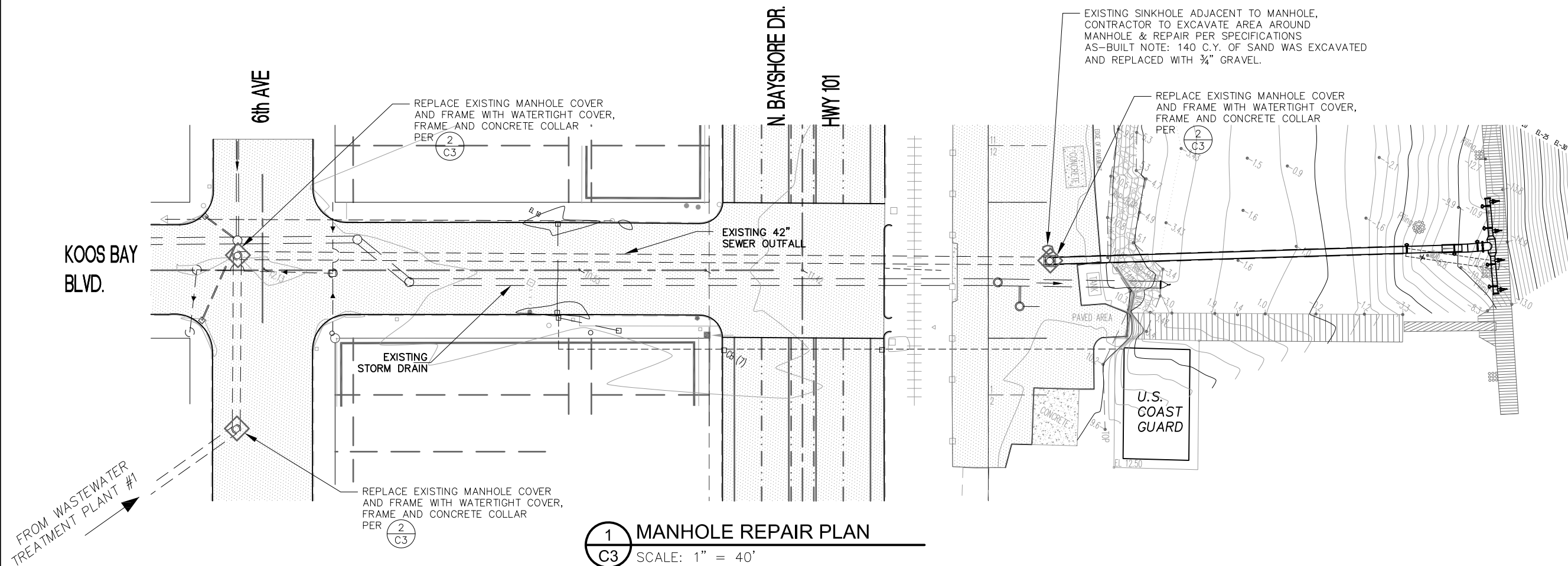


REV.	DATE	DESCRIPTION	BY

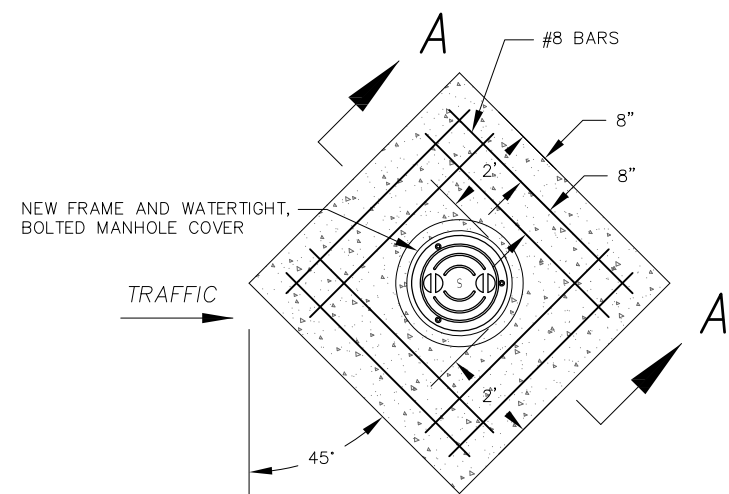
Designed By: MDW	Drawn By: MDW	Checked By: JGP	Project No: 1201-021
File: WWTP outfall.dwg			

CITY OF COOS BAY 500 CENTRAL AVE, COOS BAY, OR 97420	COOS BAY WWTP #1 OUTFALL REPAIR	PLAN + PROFILE
Date: 11/27/2010	Sheet No: C2	2 of 6

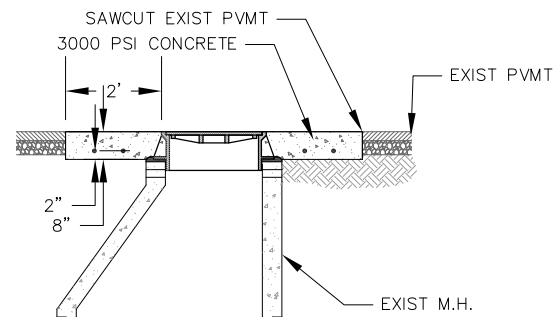
AS-BUILT



1 MANHOLE REPAIR PLAN
SCALE: 1" = 40'

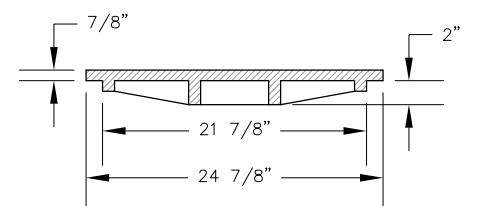


PLAN



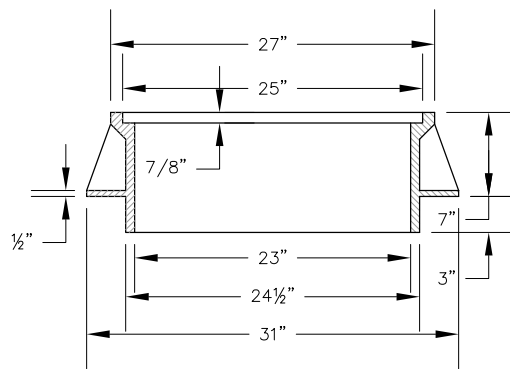
SECTION A - A

2 CONCRETE COLLAR DETAIL
SCALE: 1" = 4'



COVER (150 LBS)

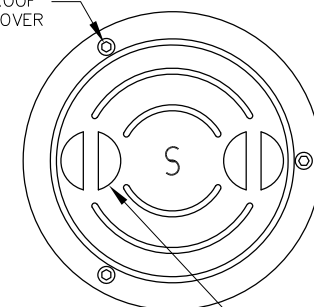
(OLYMPIC FOUNDRY MH26A WT, OR APPROVED EQUAL)



FRAME (237 LBS)

(OLYMPIC FOUNDRY MH26A, OR APPROVED EQUAL)

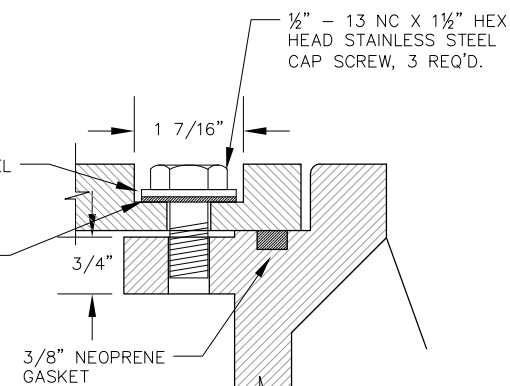
BOLT FOR WATERPROOF AND BOLT-DOWN COVER SEE DETAIL



DEPRESSED HANDLE

1 1/4" OD STAINLESS STEEL WASHER, 3/32" THICK 3 REQ'D

FLAT RUBBER WASHER 3/4" 3 REQ'D



REV.	DATE	DESCRIPTION	BY

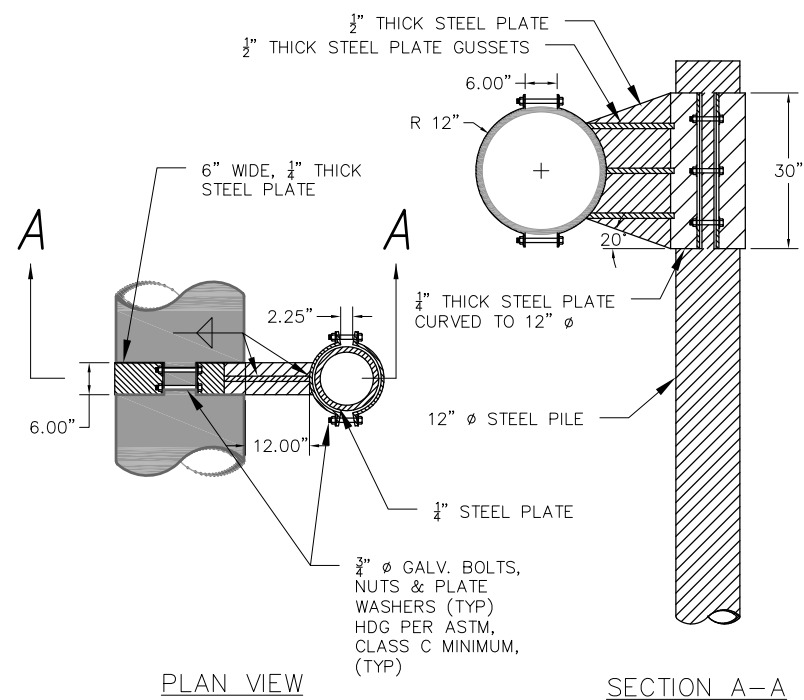
Designed By: MDW	Drawn By: MDW	Checked By: JGP	Project No: 1201-021
File: WWTP outfall.dwg			

CITY OF COOS BAY 500 CENTRAL AVE, COOS BAY, OR 97420	COOS BAY WWTP #1 OUTFALL REPAIR	MANHOLE LID REPLACEMENT AND DETAILS
Date Sheet No: 11/27/2010	3 of 6	

Civil West
Engineering Services, Inc.

486 E Street
Coos Bay, Oregon 97420
541-266-8601
www.civilwest.com

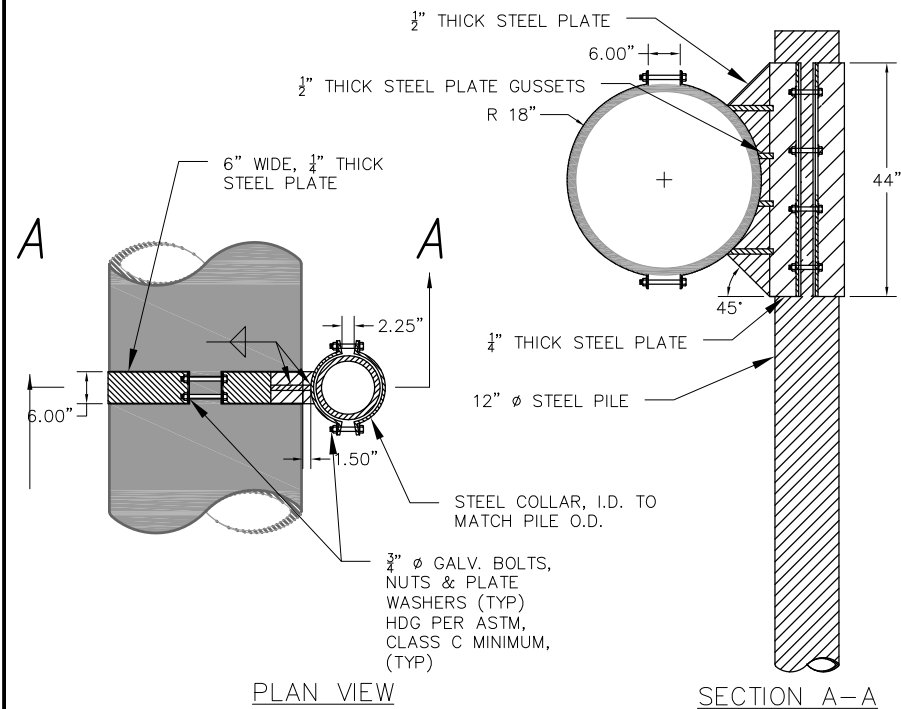
AS-BUILT



NOTE:
ALL STEEL CONNECTIONS SHALL BE DOUBLE FILLET WELDED PER AWS D1.1 REQUIREMENTS AND SHALL BE PROPERLY PREPARED FOR HOT-DIPPED GALVANIZING.

ENTIRE HANGER ASSEMBLY SHALL BE HDG AFTER FABRICATION WITH MINIMUM GALVANIZED COATING THICKNESS OF 7 MILS.

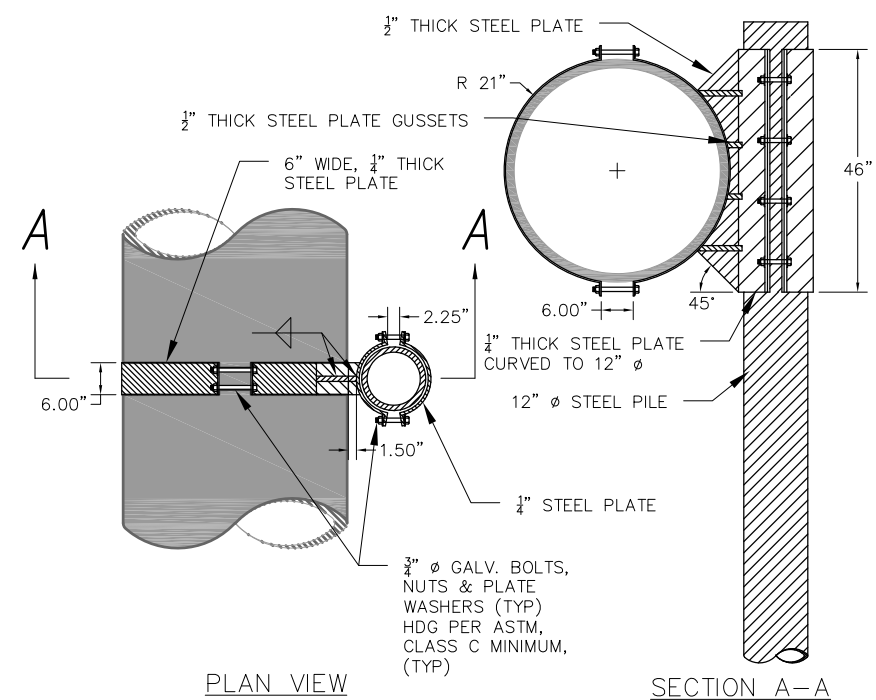
1 24" HDPE HANGER
C4 1"=3'



NOTE:
ALL STEEL CONNECTIONS SHALL BE DOUBLE FILLET WELDED PER AWS D1.1 REQUIREMENTS AND SHALL BE PROPERLY PREPARED FOR HOT-DIPPED GALVANIZING.

ENTIRE HANGER ASSEMBLY SHALL BE HDG AFTER FABRICATION WITH MINIMUM GALVANIZED COATING THICKNESS OF 7 MILS.

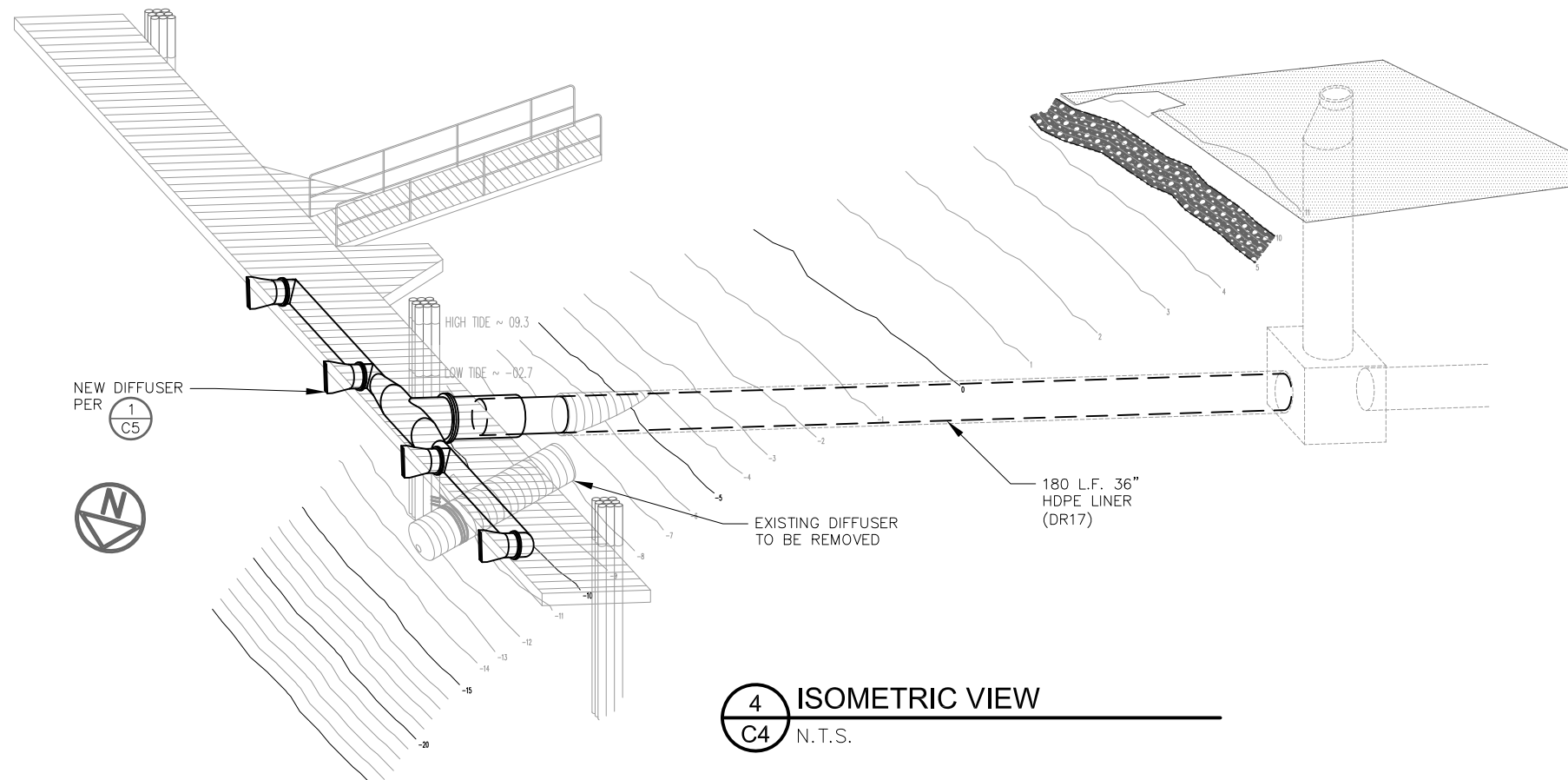
2 36" HDPE HANGER
C4 1"=3'



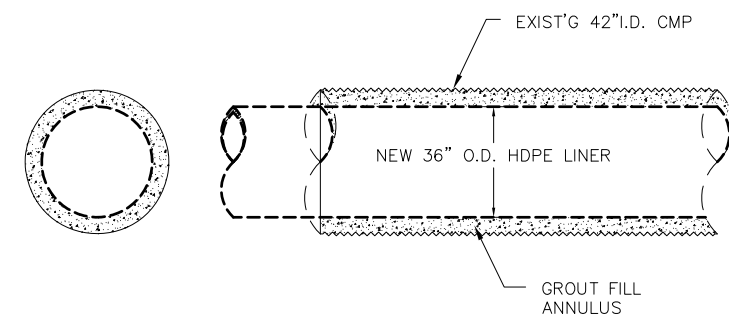
NOTE:
ALL STEEL CONNECTIONS SHALL BE DOUBLE FILLET WELDED PER AWS D1.1 REQUIREMENTS AND SHALL BE PROPERLY PREPARED FOR HOT-DIPPED GALVANIZING.

ENTIRE HANGER ASSEMBLY SHALL BE HDG AFTER FABRICATION WITH MINIMUM GALVANIZED COATING THICKNESS OF 7 MILS.

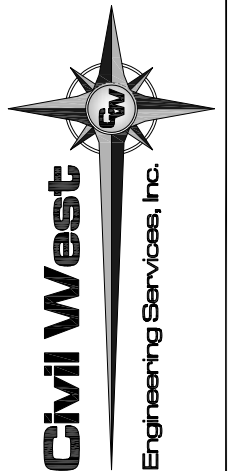
3 42" HDPE HANGER
C4 1"=3'



4 ISOMETRIC VIEW
C4 N.T.S.



5 CMP LINING DETAIL
C4 N.T.S.



541-266-8601
www.civilwest.com

486 E Street
Coos Bay, Oregon 97420

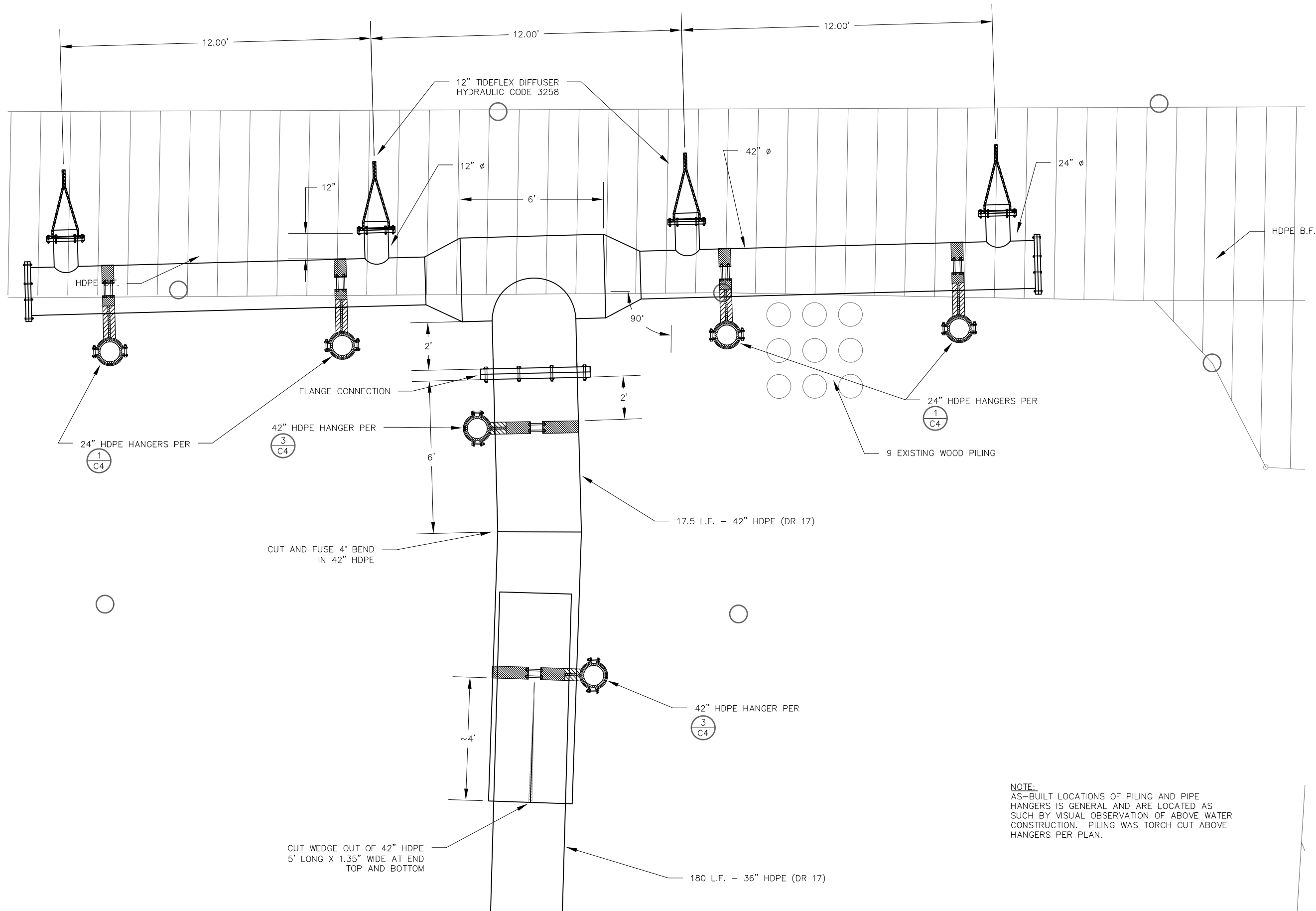
REV.	DATE	DESCRIPTION	BY

Designed By: MDW	Drawn By: MDW	Checked By: JGP	Project No: 1201-021
File: WWTP outfall.dwg			

AS-BUILT

CITY OF COOS BAY 500 CENTRAL AVE, COOS BAY, OR 97420	COOS BAY WWTP #1 OUTFALL REPAIR	DETAILS
---	------------------------------------	---------

Date	Sheet No.	4 of 6
11/27/2010	C4	4

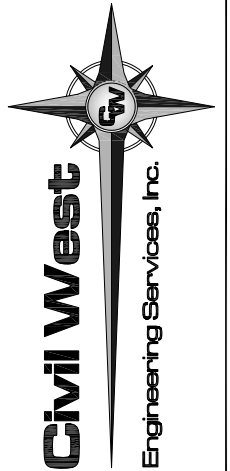


NOTE:
AS-BUILT LOCATIONS OF PILING AND PIPE
HANGERS IS GENERAL AND ARE LOCATED AS
SUCH BY VISUAL OBSERVATION OF ABOVE WATER
CONSTRUCTION. PILING WAS TORCH CUT ABOVE
HANGERS PER PLAN.

1
C5

DIFFUSER DETAIL

1" = 4'



541-266-8601
www.civilwest.com

486 E Street
Coos Bay, Oregon 97420

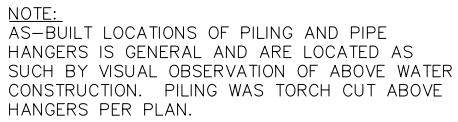
REV.	DATE	DESCRIPTION	BY

Designed By: MDW	Drawn By: MDW	Checked By: JGP	Project No: 1201-021
File: WWTP outfall.dwg			

AS-BUILT

CITY OF COOS BAY 500 CENTRAL AVE, COOS BAY, OR 97420	COOS BAY WWTP #1 OUTFALL REPAIR	DIFFUSER PLAN
---	------------------------------------	---------------

Date: 11/27/2010	Sheet No: C5	5 of 6
------------------	--------------	--------


$$1'' = 5'$$

Designed By:	MDW	Drawn By:	MDW	Checked By:	JGP
File:	WWTP outfall.dwg				
		Project No: 1201-021			

Designed By:	MDW	Drawn By:	MDW	Checked By:	JGP
File:	WWTP outfall.dwg				
		Project No: 1201-021			

AS-BUILT

**COOS BAY WWTP #1
OUTFALL REPAIR**

PILE LAYOUT

541-266-8601
www.civilwest.com

486 E Street
Coos Bay, Oregon 97420

C6

11/27/2010

6 OF 6

COOS BAY

24"

Plant 2
Outfall

Wastewater
Treatment
Plant 2

30"

OLSEN AVE

SEMPIRE BLVD

PACIFIC AVE

NICHOLLS AVE

S MARPLE ST

WEBSTER AVE

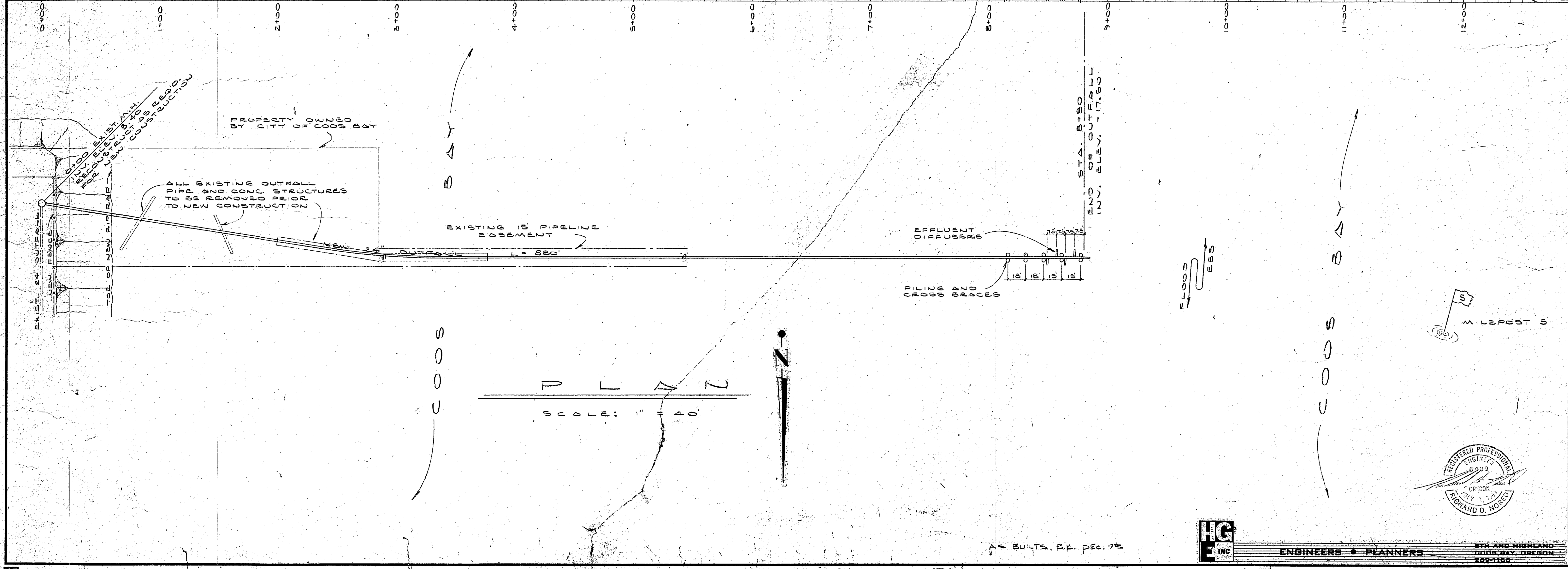
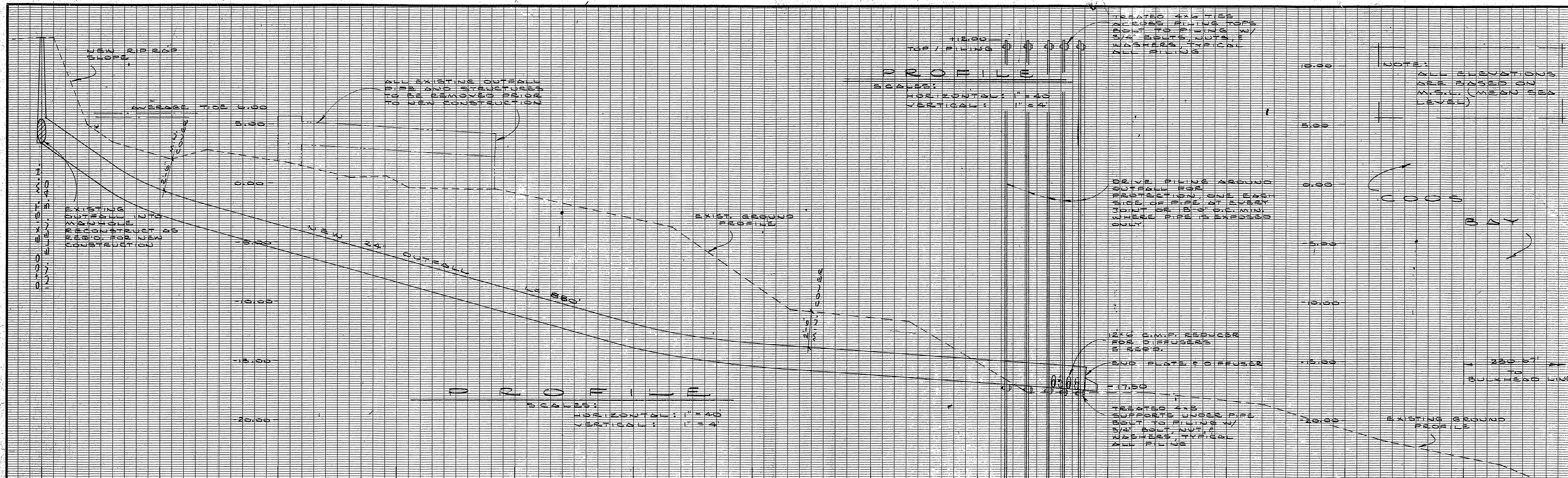
S WALL ST

FULTON AVE

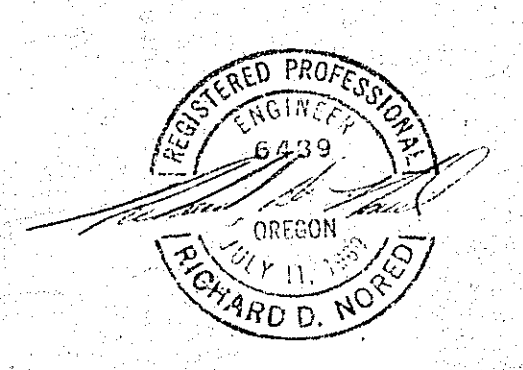
S WASSON ST



1 inch = 200 feet



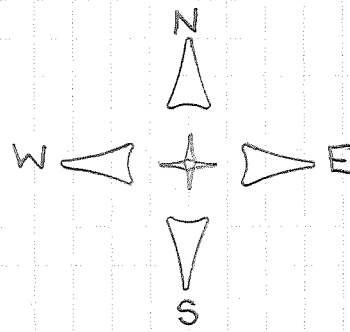
MILEPOST 5



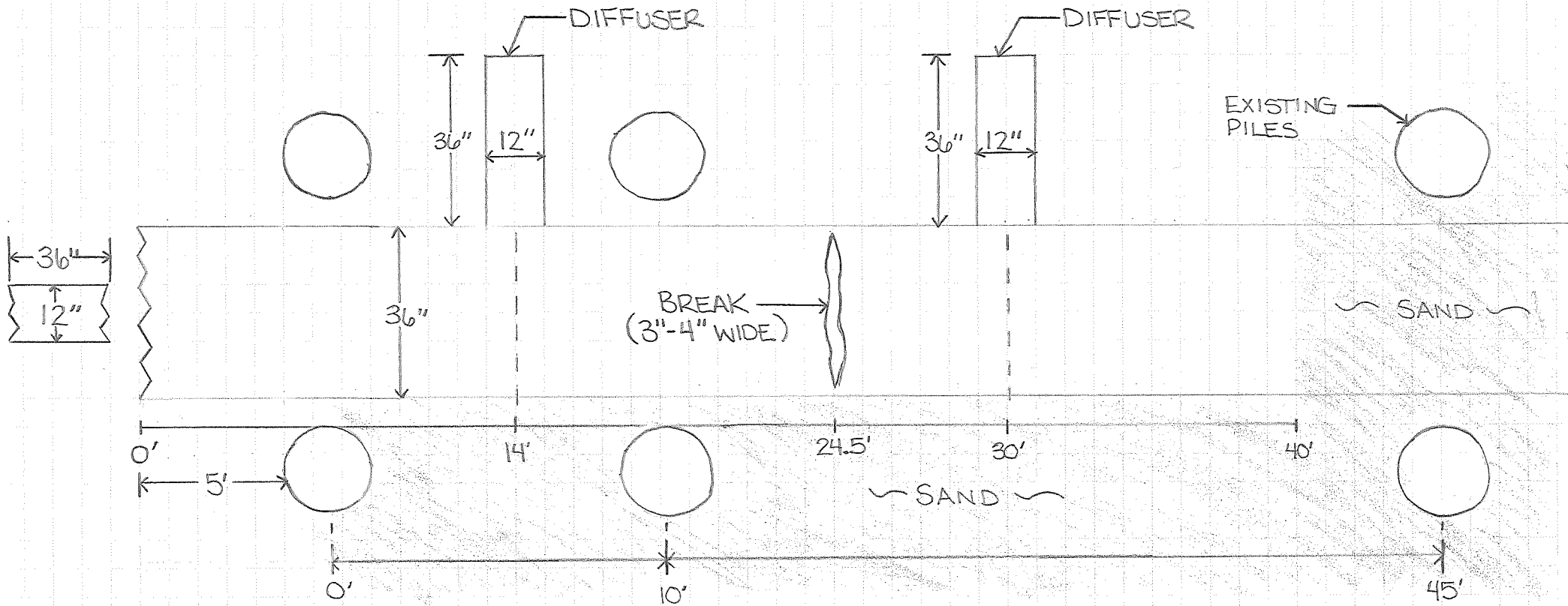
ENGINEERS • PLANNERS

5TH AND HIGHLAND
COOS BAY, OREGON
569-1166

AS BUILT E.K. DEC. 75

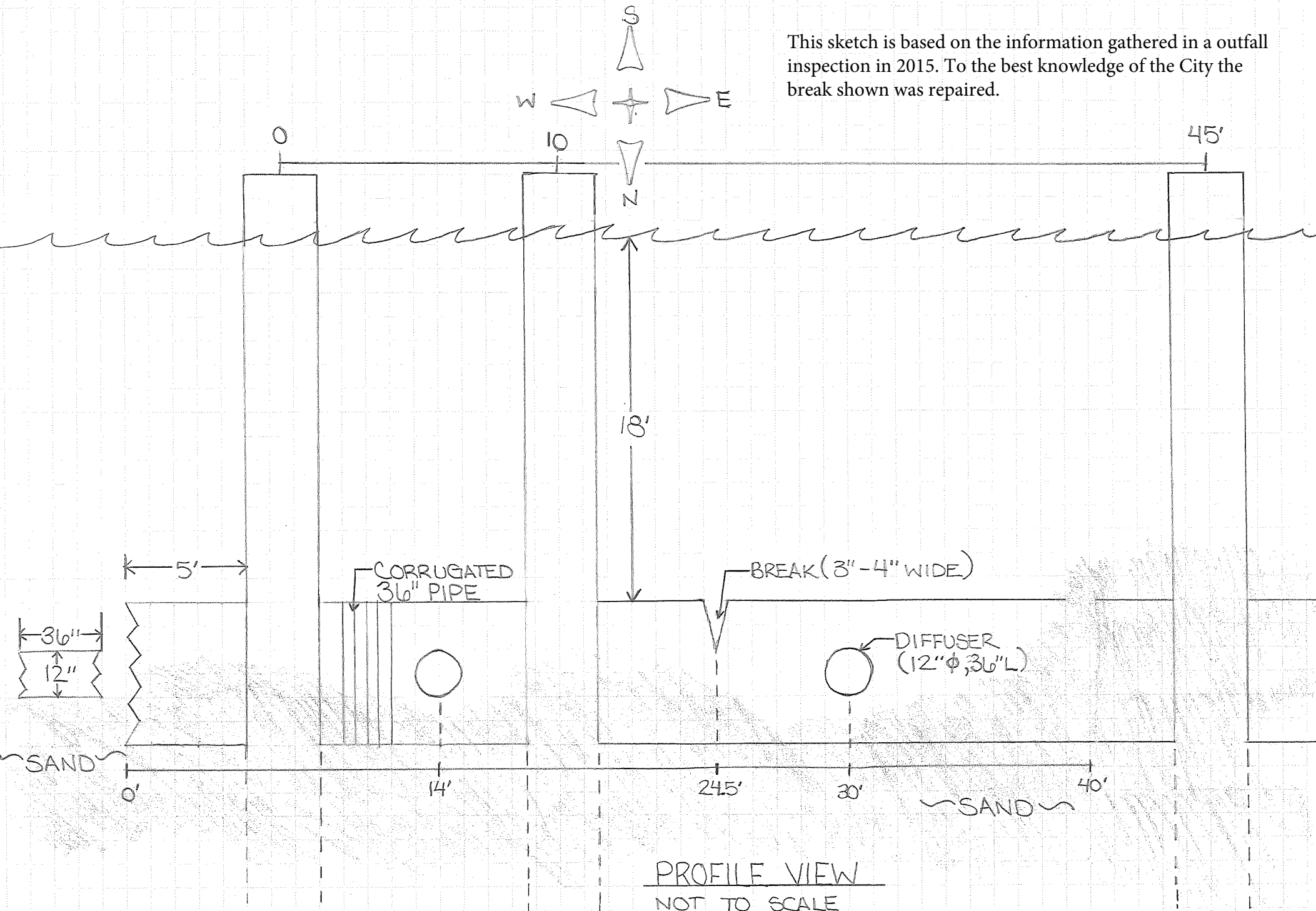


This sketch is based on the information gathered in a outfall inspection in 2015. To the best knowledge of the City the break shown was repaired.



PLAN VIEW
NOT TO SCALE

This sketch is based on the information gathered in a outfall inspection in 2015. To the best knowledge of the City the break shown was repaired.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COOS BAY
AND
[CONSULTANT NAME]**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made this _____ day of _____, 20____, for the STP 1 & STP 2 Outfall Inspections by and between the **CITY OF COOS BAY**, with offices located at **500 Central Avenue, Coos Bay, Oregon 97420** (hereinafter referred to as the "Owner") and (**Consultant Name and address**) (hereinafter referred to as "Consultant"). (Owner and Consultant hereinafter collectively referred to as the "Parties").

1. Effective Date and Duration. This Agreement becomes effective upon the last date of signature below. Unless earlier terminated or extended, this Agreement shall expire upon the completion of Work designated under Section 2 and described in Exhibit A, and no later than _____, 20____. However, such expiration shall not extinguish or prejudice Owner's right to enforce this Agreement with respect to: (i) any breach of a Consultant warranty; or (ii) any default or defect in Consultant performance that has not been cured.

2. Statement of Work. The scope of work to be performed by Consultant under this Agreement (the "Work") is described in Exhibit A, attached and incorporated by reference into this Agreement. Consultant agrees to perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration & Payment.

3.1. Consultant agrees to perform all of the Work described in these contract documents and comply with the terms therein for Schedule A a not to exceed of \$[AMOUNT] LUMP SUM and if deemed the Alternate of an hourly amount of \$[AMOUNT], unless this contract price is modified by an executed amendment in the form attached hereto as Exhibit B.

3.2. Consultant shall submit monthly invoices to Owner for services rendered. If Owner fails to make any payment due the Consultant within thirty days after receipt of the invoices therefore, the amounts due may be increased at the rate of 1% per month on the unpaid monthly balance, from and after the thirtieth day after receipt. In addition, the Consultant may, after giving seven days' written notice to Owner, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services, expenses and charges.

4. PROJECT SCHEDULE

4.1. Consultant shall perform the Services in accordance with the schedule included in Exhibit A, unless extend by an executed amendment.

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

4.3. Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party within five (5) calendar days of the occurrence of the delay so that all delays can be addressed.

4.4. Consultant shall submit all requests for extensions of time for performance in writing to the Project Administrator (as defined in Section 6 below) not later than five (5) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

4.5. For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by email, hand-delivery or mail.

5. Duties of Consultant.

5.1. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its work.

5.2. Consultant represents that it is qualified to furnish the services described in this Agreement.

5.3. Consultant shall be responsible for employing or engaging all persons necessary to perform its services.

5.4. It is understood that [name, title] will be designated by Consultant as the person providing services and serving as the main point of contact to Owner under this Agreement and that this designated person shall not be replaced without Owner's approval.

6. Duties of Owner

6.1. Owner shall provide Consultant the pertinent information regarding Owner's requirements for the Project.

6.2. Owner shall examine documents submitted by Consultant and shall render decisions promptly, to avoid unreasonable delay in the progress of Consultant's work.

6.3. Owner certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

6.4. The contact person on the Project for Owner is designated as Rishia Latta, Environmental Specialist. Owner shall provide written notice to Consultant if Owner changes its contact person.

7. Independent Consultant; Responsibility for Taxes and Withholding.

7.1. Consultant shall perform all required Work as an independent Consultant. Although Owner reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Owner cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Work. Consultant shall also provide, at its sole expense, all equipment and materials necessary to perform the Work described in this Agreement.

7.2. By entering into this Agreement, Consultant certifies work performed under this Agreement creates no potential or actual conflict of interest.

7.3. Consultant shall be responsible for all federal or state taxes applicable to compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to backup withholding, Owner will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligations. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under this Agreement, except as a self-employed individual.

8. Subcontracts and Assignment; Successors and Assigns.

8.1. Owner has selected Consultant based on its reputation and specialized expertise. Consultant shall not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement without Owner's prior written consent.

8.2. Consultant shall provide a list of all subconsultants proposed to be used on this project, which shall be attached to this Agreement as Exhibit C and incorporated herein. Owner reserves the right to approve the use of all subconsultants to work on this project. A list of approved subconsultants shall be included as part of this Agreement. Consultant's list of subconsultants shall not be modified without the prior notice and agreement of Owner.

8.3. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

9. No Third-Party Beneficiaries. Owner and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

10. Consultant's Representations and Warranties. Consultant represents and warrants to Owner that (1) it has the power and authority to enter into and perform this Agreement; (2) it is registered and in good standing and licensed to do business in the

State of Oregon and in the City of Coos Bay; (3) this Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms; (4) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with professional standards; and (5) Consultant shall, at all times during the term of this Agreement, be qualified, and professionally competent to perform the Work.

11. Ownership of Work Product. All work of Consultant that results from this Agreement (the "Work Product") is the exclusive property of Owner. Owner and Consultant intend that such Work Product be deemed "work made for hire" of which Owner shall be deemed author. If for any reason the Work Product or any part of it would not be considered a work made for hire under applicable law, Consultant irrevocably sells, assigns, and transfers to Owner, its successors and assigns, the entire right, title and interest in and to the Work Product, any registrations, trademarks, patents or copyrights relating to it and any renewals and extensions of same, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Work Product, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on such rights accruing to the Work Product. Consultant shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. Consultant forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modification, provided that Owner will only use such Work Product for its intended purpose and not modify the Work Product which would be prejudicial to Consultant's honor or reputation. Owner shall have no rights in any pre-existing work product of Consultant provided to Owner by Consultant in the performance of this Agreement except to copy, use and re-use any such work product for Owner use only. If this Agreement is terminated prior to completion, and the Owner is not in default, Owner, in addition to any other rights provided by this Agreement, may require the Consultant to transfer and deliver all partially completed work products, reports or documentation that the Consultant has specifically developed or specifically acquired for the performance of this Agreement.

12. Consultant's Records. For not less than three (3) years after the Agreement expiration date, Owner, the State of Oregon, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. If for any reason, any part of this Agreement, or any resulting construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for three years or until all litigation is resolved, whichever is longer. Full access will be provided to Owner in preparation for and during litigation.

13. Indemnification and Mutual Waiver.

13.1 Indemnification by Consultant: Consultant shall indemnify and hold harmless Owner and its officers, directors, members, partners, agents, employees, and Consultants (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution

costs) arising out of or relating to the activities of Consultant related to the Project, 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 Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Consultant with respect to this Agreement or to the Project.

Indemnification by Owner: Subject to limitations under Oregon law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the activities of Owner related to the Project, 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 Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

13.2 Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Consultant, and all other negligent entities and individuals.

13.3 Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. Insurance. Without limiting Consultant's indemnification of Owner, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in Exhibit D. Consultant's proof of insurance and applicable endorsements shall be attached hereto as Exhibit E and incorporated herein.

15. Termination

15.1. Parties' Right to Terminate for Convenience. This Agreement may be terminated at any time by mutual written consent of the Parties.

15.2. Owner's Right to Terminate for Convenience. This Agreement may be terminated, in whole or in part, by Owner, for any reason, should Owner determine that such termination is in its best interest. Termination shall be effective by delivery to

Consultant of a written notice of termination at least ten (10) days prior to the termination effective date.

15.3. Owner's Right to Terminate for Cause. Owner may terminate this Agreement, in whole or in part, immediately upon notice to Consultant, or at such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

15.3.1. Owner lacks sufficient funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;

15.3.2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Work under this Agreement is prohibited; or

15.3.3. Consultant commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, and such breach, default or failure is not cured within 5 business days after delivery of Owner's notice, or such longer period as Owner may specify in such notice.

15.4. Consultant's Right to Terminate for Cause. Consultant may terminate this Agreement upon 10-days' written notice to Owner if Owner fails to pay Consultant pursuant to the terms of this Agreement and Owner fails to cure within 5 business days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.

15.5. Remedies.

15.5.1. In the event of termination pursuant to Sections 15.1, 15.2, 15.3.1, 15.3.2 or 15.4, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Owner, less previous amounts paid and any claim(s) which Owner has against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to Owner upon demand.

15.5.2. In the event of termination pursuant to Section 15.3.3, Owner shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15.3.3, the rights and obligations of the Parties shall be the same as if the Agreement was terminated pursuant to Section 15.1.

15.6. Consultant's Tender Upon Termination. Upon receiving written notice of termination of this Agreement, Consultant shall immediately cease all activities under this Agreement, unless Owner expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Consultant shall deliver to Owner all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon Owner's request, Consultant shall surrender to anyone Owner designates, all documents, research or objects or other tangible things needed to

complete the Work.

16. Compliance with Applicable Law. Consultant shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the Work to be done under this Agreement.

17. Force Majeure. Neither Owner, nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Owner or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

18. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 11, 13, 15, 18, and 22.

19. Notice. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder will be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Consultant or Owner as follows:

If to Owner:

Attention: Rishia Latta
City of Coos Bay
500 Central Avenue
Coos Bay, Oregon 97420
Email: rlatta@coosbay.org

If to Consultant:

Attention: [Project Manager]
[Business Name]
[Street Address]
[City, State, Zip]
Email: [insert here]

20. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

21. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

22. Governing Law; Venue; Consent to Jurisdiction; Disputes; Costs

22.1. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Oregon.

22.2. Any litigation between Owner and the Consultant arising out of or related to this Agreement shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon.

22.3. In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

22.4. In the event of any dispute relating to the enforcement, cancellation, performance, breach or damages under or pursuant to the terms and conditions of this Agreement (excluding lien enforcement and foreclosure and a bond enforcement action), either party may demand arbitration of all such disputes if the dispute does not exceed \$10,000. Any demand for arbitration must be made in writing and will be conducted in accordance with Oregon Laws. Discovery will be conducted under Oregon's Discovery Rules of Procedure. If the Parties cannot agree on an arbitrator, then the Presiding Judge for Coos County Circuit Court will appoint the arbitrator. The arbitration shall be carried out in Coos Bay, Oregon, at a place convenient to the arbitrators. The award by the arbitrator will be conclusive and it may be entered in any court of competent jurisdiction in accordance with Oregon Law. The cost of arbitration shall be shared equally by the Parties.

23. Confidentiality. Consultant, may, in the course of its duties have in its possession sensitive information relating to internal policy and procedure of Owner. All such information is confidential and unless permitted by Owner in writing, Consultant shall not disclose such information, directly or indirectly, to any party, its counsel or any representatives, or use it in any way, except as required to perform their duties as requested by Owner.

24. Merger Clause; Waiver. 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. 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 Owner to enforce any provision of this Agreement shall not constitute a waiver by Owner of that or any other provision.

25. ENTIRE AGREEMENT

25.1 This Professional Services Agreement with attached exhibits, together with any future, separately authorized amendments issued hereunder, constitutes the entire and integrated Professional Services Agreement between Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

25.2 The terms of this Agreement shall not be waived, altered, modified, supplemented, or in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all Parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by Owner of that or any other provision.

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement:

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

"OWNER"	"CONSULTANT"
CITY OF COOS BAY, OREGON	
BY:	BY:
Typed Name: Jim Hossley	Typed Name:
Title: Public Works Director	Title:
Date:	Date:

EXHIBIT A

STATEMENT OF WORK AND PROJECT SCHEDULE

DRAFT

STATEMENT OF WORK AND PROJECT SCHEDULE

STATEMENT OF WORK:

See attached RFQ

CONSIDERATION:

1. Consultant's professional services will be billed with the submittal of the final report
2. If Applicable, travel & other expenses will be billed pursuant to the attached Fee Schedule and shall not exceed an approved amount.

3. Payment shall be made to Consultant as follows:

Consultant shall submit monthly Invoices for the completed work to Rishia at the following email address:

Rishia Latta, Environmental Specialist
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

rlatta@coosbay.org

4. Consultant shall not submit billings for, and Owner will not pay, any amount in excess of the compensation amount set forth in section 3. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Consultant performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement.

DRAFT

**EXHIBIT B
AMENDMENT FORM**

**AMENDMENT NO. ____
TO ORIGINAL AGREEMENT**

(Consultant Name) a(n) **Oregon [Corporation/LLC/Partnership/Sole Proprietor]** (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the **CITY OF COOS BAY** (hereinafter "Owner"), in accordance with the terms and conditions of the Professional Services Agreement, dated _____, **20__**, **For the STP 1 & STP2 Outfall Inspections** all of which terms and conditions are incorporated herein by reference:

Original Contract Amount:	\$
Amount of Previous Amendments No. ____ to ____:	\$
Contract Amount Prior to This Amendment	\$
Amount of This Amendment	\$
Contract Amount Incorporating This Amendment	\$

Part 'A' - Scope of Services for Additional Work:

(Consultant shall attach a Scope of Services for Additional Work, which will become a part of the above-referenced Professional Services Agreement)

Part 'B' – Project Fee: (Consultant shall attach a fee schedule for the Additional Work, which will become a part of the above-referenced Professional Services Agreement)

Part 'C' - Project Schedule:

(Consultant shall attach a revised Project Schedule, which will become part of the above-referenced Professional Services Agreement)

"OWNER"	"CONSULTANT"
CITYOF COOS BAY, OREGON	
BY:	BY:
Typed Name: Jim Hossley	Typed Name:
Title: Public Works Director	Title:
Date:	Date:

EXHIBIT C
CONSULTANT'S LIST OF SUBCONSULTANTS

[CONSULTANT'S LIST OF SUBCONSULTANTS BE INSERTED HERE]

EXHIBIT D
INSURANCE REQUIREMENTS

CITY OF COOS BAY INSURANCE REQUIREMENTS

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") shall be required to provide proof of insurance to the City per applicable insurance level. During the term of this Agreement, Consultant shall maintain in force at its own expense, insurance as noted below:

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or
 - (2) The expiration of all warranty periods provided under the Contract/Agreement.

Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions Only:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Watercraft or Marine Liability: To cover bodily injury, death and property damage for any claims as result of services to be provided under the Agreement/Contract from the use of owned or non owned watercraft.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and to provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 2 Insurance Requirements: Professional Services Agreements under \$50,000

Commercial General Liability Per occurrence *to include a Waiver of Subrogation and an Additional Insured Endorsement	\$ 1,000,000
Watercraft or Marine liability (Per occurrence) with an Additional Insured Endorsement	\$ 1,000,000
Workers' Compensation *to include a Waiver of Subrogation	
Including coverage for underwater diving in navigable waters	
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance Per occurrence	\$ 1,000,000
Automobile Liability Per occurrence *to include an Additional Insured Endorsement	\$ 1,000,000

Important: This certificate is a matter of information only. If the certificate holders is an ADDITIONAL INSURED the policy must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. ** A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement or policy documents.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. The Certificate of insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the City.

In all situations, the City shall be included as an additional insured under the commercial general liability, watercraft liability, automobile liability, and umbrella liability policies as applicable.

As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided.

Copies of such endorsements or coverage enhancements **shall be attached to the certificate(s)** provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

EXHIBIT E – CONSULTANT’S INSURANCE

[CONSULTANT’S INSURANCE TO BE INSERTED HERE]