

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

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (the "Agreement") is made for a [TYPE OF SERVICES] of the [PROJECT NAME] as of the day of, 20, by and between **CITY OF COOS BAY, OREGON**, with offices located at **500 Central Avenue, Coos Bay, Oregon 97420** (hereinafter referred to as the "Owner") and [CONSULTANT NAME], an(d) **Oregon [Corporation/LLC/Partnership/Sole Proprietor]** with offices located at [CONSULTANT ADDRESS] (hereinafter referred to as "Consultant"). (Owner and Consultant hereinafter collectively referred to as the "Parties").

**IN CONSIDERATION** of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 -- THE PRIME PROFESSIONAL**

**1.1** -- Consultant is the Prime Professional with respect to services to be performed under this Agreement and is responsible for coordinating services with the services of others involved in the Project. The Consultant is Owner's independent consultant for the Project and is solely responsible for methods and means used in performing Consultant's services under this Agreement, and is not an employee, agent, partner, or joint venture of the Owner.

**ARTICLE 2 -- BASIC SERVICES AGREEMENT OF CONSULTANT SERVICES**

**2.1** -- The Base Services to be provided by the Consultant to the Owner under this Agreement are described in the **Basic Services Agreement** (Exhibit "A")

**2.2** -- Consultant shall provide the Owner with the Services more specifically described in **Basic Services Agreement** (Exhibit "A") to include the Original Request for Qualification/Proposal (RFP/Q) with addendums (if applicable), Consultants Response to RFP/Q, Scope of Services, Project Schedule, Deliverables, List of Sub consultants, Project Fees and Certificates of Insurance. Consultant will be paid by Owner for the services rendered under this Agreement as indicated in Article 8 hereof. Consultant shall, at its own expense, obtain all data and information (other than that referred to in Article 4 hereof) necessary for the performance of its services.

**2.3** -- Consultant shall provide a list of all sub consultants proposed to be used on this project. The owner reserves the right to approve the use of all sub consultants to work on this project. A list of approved sub consultants shall be included as a part of this Agreement.

**2.4** -- Consultants list of approved sub consultants shall not be modified without the prior notice and agreement of the owner.

**ARTICLE 3 -- AMENDMENT TO ORIGINAL AGREEMENT FOR ADDITIONAL CONSULTANT SERVICES**

**3.1** -- If authorized in writing by Owner, the Consultant shall furnish additional services pursuant to this Agreement, which are considered by Owner to be beyond the scope of the **Basic Services Agreement**. Additional services shall be documented by a separately authorized **Amendment to Original Agreement** (Exhibit "B") to include, the Scope of Services for Additional Work, Project Schedule (Revised), Additional Deliverables, Project Fees (increase/decrease) and Other Considerations.

**3.2** -- Services provided under an **Amendment to Original Contract** shall be paid for by Owner as indicated in Article 8 of this Agreement hereof.

**ARTICLE 4 -- OWNER'S RESPONSIBILITIES**

**4.1** -- Owner shall, with reasonable promptness, provide to Consultant available information regarding the requirements for the services.

**4.2** -- Owner shall give prompt written notice to Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's Services.

**ARTICLE 5 -- PERIOD OF SERVICE**

**5.1** -- The services called for hereunder shall be completed no later than as indicated in the Basic Services Agreement, Project Schedule, and any Amendment(s) to Original Agreement, Project Schedule Revisions.

**5.2** -- This Agreement shall remain in effect until **[DATE]**, unless terminated sooner as provided herein or extended by mutual agreement in writing.

**5.3** -- Consultant shall give prompt written notice to Owner whenever Consultant observes or otherwise becomes aware of any development that will likely affect the scope or timing of Consultant's Services.

**ARTICLE 6 -- COMPLIANCE WITH APPLICABLE LAW**

**6.1** -- Consultant certifies that it will comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement, including, but not limited to all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, as well as all local ordinances and regulations pertaining to public contracting. Without in any manner limiting the foregoing, Consultant agrees that the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, shall apply to this Agreement, to the extent that such statutes are not inconsistent with local ordinances and regulations pertaining to public contracting. Further, that ORS Chapter 656, ORS 979.350 and/or USC Section § 276A, apply to Consultant's performance under this Agreement. *Contractor must adhere to all Oregon OSHA's (Occupational Safety & Health Administration) safety requirements and have staff trained in confined space rescue. OSHA's standard for confined spaces (29 CFR §1910.146) contains the requirements for practices and procedures to protect employees in general industry from the hazards of entering permit spaces.*

**6.2** -- By signature on this Contract, Consultant hereby certifies that he is not in violation of any Oregon tax laws. For the purpose of this certification, "Oregon tax laws" includes, but may not be limited to, ORS Chapter 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowner's and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Owner of Revenue under ORS 305.620.

## **ARTICLE 7 -- REIMBURSABLE EXPENSES DEFINED**

**7.1** -- Reimbursable Expenses include actual expenses incurred by Consultant directly or indirectly in connection with the Project, such as expenses for printing or reproduction of Reports, Drawings, Specifications, Bidding Documents needed for public use and Postage. These expenses will be billed at cost plus 10% for handling.

## **ARTICLE 8 -- PAYMENTS TO CONSULTANT**

**8.1** -- Owner reasonably believes at the time of entering into this Agreement that sufficient funds are available and authorized for expenditure to finance the costs of this Agreement.

**8.2** -- Owner shall pay Consultant for Basic Services, Amendment(s) to Original Agreement and Reimbursable Expenses on the basis set forth in this Agreement .

**8.3** -- Consultant shall submit monthly two (2) copies of invoices to Owner for services rendered and reimbursable expenses incurred. If Owner fails to make any payment due the Consultant within sixty days after receipt of the invoices therefore, the amounts due will be increased at the rate of 1% per month on the unpaid monthly balance, from and after the sixtieth day after receipt. In addition, the Consultant may, after giving seven days' written notice to Owner, suspend services under this Contract until the Consultant has been paid in full all amounts due for services, expenses and charges.

## **ARTICLE 9 -- AUTHORIZED REPRESENTATIVE**

**9.1** -- Owner's Authorized Representative for this Project is designated in this Agreement. All matters and correspondence pertaining to the Project, including submittal of monthly invoices, will be through Owner's Authorized Representative. Owner's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

**9.2** -- Upon execution of this Agreement, Consultant will designate Consultant's Authorized Representative for the Project and convey the name of Consultant's Authorized Representative to Owner in writing. Consultant's Authorized Representative shall act on behalf of Consultant on all matters pertaining to this Project. All matters and correspondence to Consultant pertaining to the Project will be addressed through Consultant's Authorized Representative.

**9.3** -- Consultant's Authorized Representative shall not be changed without the prior written notice to and agreement of Owner.

## **ARTICLE 10 -- PROJECT SCHEDULE/LIQUIDATED DAMAGES**

**10.1 --** The consultant is required to submit a project schedule showing work tasks, milestone dates and completion date. The Owner, who may request changes, will review the project schedule. With both Parties concurrence, the Project Schedule will become a part of this Agreement.

**10.2 --** In event, the Consultant fails to complete work or misses a project milestone on or before the date agreed to in the project schedule, the Owner may assess liquidated damages.

**10.3 --** Liquidated Damages will be assessed for each and every day the project milestone or work not contemplated under this Agreement remains uncompleted beyond the Project Schedule Date, the Consultant shall pay to the Owner the sum of \$100.00 per calendar day as liquidated damages and not as a penalty. This sum may be deducted from money due or to become due to Consultant as compensation under this Agreement.

## **ARTICLE 11 -- TERMINATION**

**11.1 --** This Agreement may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the party initiating the termination. If this Agreement is so terminated, Owner shall pay Consultant for services satisfactorily completed up to date of termination for said services.

## **ARTICLE 12 -- CONSULTANT'S RECORDS**

**12.1 --** For not less than three (3) years after the contract expiration date, the 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 the Owner in preparation for and during litigation.

## **ARTICLE 13 -- USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES.**

**13.1 --** All Documents are instruments of Service in respect to this Project, and the Owner shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Owner) whether or not the Project is completed.

**13.2 --** Copies of Consultant-furnished data that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are delivered to the Owner. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant ("Electronic Deliverables") to Owner are only for convenience of Owner.

**13.3 --** Electronic files of text, data, graphics, or other types ("Electronic Deliverables") that are furnished by Owner to Consultant are furnished for the convenience of Consultant. The Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or authorization of Owner. Therefore, in the event of any discrepancy between the Electronic Deliverables and the printed copies (the "hard copies") of the documents furnished to Consultant, the hard copies shall govern and Consultant's use of the Electronic Deliverables is at Consultant's own risk.

**13.4 --** When transferring Electronic Deliverables, Owner makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Owner at the beginning of this Project.

**13.5 --** Consultant acknowledges and agrees that all work and services performed under this Agreement shall be a "work made for hire" as that term is defined by the copyright laws of the United States. The Consultant hereby assigns all rights, title, and interest therein to the Owner. Except as otherwise provided herein, no rights, express or implied, are granted to the Consultant. Consultant may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Consultant. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Consultant or others on extensions of the Project or on any other project. Owner retains ownership of all Documents and Electronic Deliverables and is providing such Documents and Electronic Deliverables for Consultant's use only for this Project. Consultant is not authorized to use, reuse, or modify the Documents or Electronic Deliverables for any other use or purpose. Any such reuse or modification without written verification or adaptation by Owner, as appropriate for the specific purpose intended, will be at Consultant's sole risk and without liability or legal exposure to Owner. Consultant shall indemnify and hold harmless the Owner from and against any and all claims, liabilities, losses, damages, or costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse or reuse, by Consultant or others, of Electronic Deliverables furnished by Owner hereunder.

**13.6 --** Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Owner's or Consultant's rights.

**13.7 --** Consultant shall submit the Electronic Deliverables and related materials, if any, to the Owner as set forth in the Scope of Services.

**13.8 --** Consultant agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that such data or information is the property of Owner.

#### **ARTICLE 14 -- INDEMNIFICATION**

**14.1 --** Consultant shall defend, indemnify, and hold the Owner, and its respective, officers, agents, and employees harmless from all suits, actions, claims, demands, judgments, and liabilities (including property damage and bodily injury or death) to the extent resulting from any negligent acts, errors or omissions of Consultant, its agents or employees, arising from or relating to this Agreement, including costs of litigation or arbitration and attorney's fees before trial, at trial, or on appeal.

**14.2 --** Consultant shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, arising out of professional negligent acts, errors or omissions of Consultant or its employees, subcontractors, or agents in performance of professional services under this contract..

## ARTICLE 15 -- INSURANCE

### Insurance Policy Statement

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") or hosting a special event on City property shall be required to provide proof of insurance to the City per applicable insurance level.

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 Manger 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.

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 the 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
- (3) 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 4 Insurance Requirements: Professional Services contracts/agreements over \$50,000:**

<b>Commercial General Liability</b> Per occurrence	\$ 1,000,000
<b>Professional Errors and Omissions liability</b> (Per occurrence)	\$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<b>Umbrella/Excess Insurance</b> Per occurrence	\$ 2,000,000
<b>Automobile Liability</b> Per occurrence	\$1,000,000

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) 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.

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. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The contractor will be responsible for any applicable deductibles.

- 10.** 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.

For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

In all situations, the City shall be included as an additional insured under the commercial general 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.

## **ARTICLE 16 -- CONTROLLING LAW/DISPUTES/COSTS**

**16.1 --** 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.

**16.2 --** Any litigation between the City and the Consultant arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Contract 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.

**16.3 --** 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.

**16.4 --** 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

#### **ARTICLE 17 -- SUCCESSORS AND ASSIGNS**

**17.1 --** This Agreement shall be binding upon Owner and Consultant and their respective partners, successors, heirs, assigns, and legal representatives.

**17.2 --** Consultant shall not assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the prior written consent of Owner. 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 this Agreement.

#### **ARTICLE 18 -- FORCE MAJEURE**

**18.1 --** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war, which is beyond such party's reasonable control. Each party 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 the Contract.

#### **ARTICLE 19 -- NONDISCRIMINATION**

**19.1 --** Consultant agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

#### **ARTICLE 20 -- ACCURACY OF WORK PRODUCT**

**20.1 --** Consultant warrants that its services under this Agreement shall be performed in a thorough, efficient and competent manner, promptly and with due diligence and care, and in accordance with the standard of care of the profession.

**20.2 --** If any part of Consultant's work is found to be defective for reasons attributable to Consultant, Consultant shall re-perform, at its own expense, those aspects of the work found defective.

**20.3 --** Consultant is solely responsible to Owner for correcting errors resulting from Consultant's faulty or inaccurate performance.

#### **ARTICLE 21 -- SEVERABILITY**

**21.1 --** If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision

to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE 22 -- NOTICES**

**22.1** -- Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to Owner:

CITY OF COOS BAY  
500 Central Avenue  
Coos Bay, Oregon 97420

Attention:

**Jim Hossley,**  
**Public Works Director**

If to Consultant:

Attention:

**ARTICLE 23 -- ENTIRE AGREEMENT**

**23.1.** This Professional Services Agreement with Basic Services Agreement (Exhibit “A”) together with any future, separately authorized Amendment(s) to Original Agreement (Exhibit “B”) issued hereunder, constitutes the entire and integrated Professional Services Agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

**23.2.** 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 Contract. The failure of the Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

<b>“OWNER”</b>	<b>“CONSULTANT”</b>
<b>CITY OF COOS BAY, OREGON</b>	<b>[CONSULTANT NAME]</b>
By:	By:
Typed Name: JIM HOSSLEY	Typed Name:
Title: PUBLIC WORKS DIRECTOR	Title:
Date:	Date:

[CORPORATE SEAL]

**Exhibit "A"**  
**BASIC SERVICES AGREEMENT**

[CONSULTANT NAME], a(n) [STATE] [Corporation/LLC/Partnership/Sole Proprietor] (hereinafter "Consultant") agrees to provide the following Professional Services (hereinafter "Basic Services") for CITY OF COOS BAY (hereinafter "Owner"), in accordance with the terms and conditions of this Professional Services Agreement, dated [MONTH][DAY], 20\_\_, [TYPE OF SERVICES] [PROJECT NAME] all of which terms and conditions are incorporated herein by reference:

**Part 'A' -- Original Request for Proposal/Qualifications (RFP/Q):**

**Part 'B' -- Consultants Response to Request for Proposal/Qualifications:**

**Part 'C' -- Project Schedule:**

(The Consultant shall attach a Project Schedule to Part 'C', which will become a part of this Professional Services Agreement)

**Part 'D' -- Deliverables:**

(The Consultant shall attach a Project Deliverables List with dates to Part 'D', which will become a part of this Professional Services Agreement)

**Part 'E' -- List of Sub consultants:**

(The Consultant shall attach a List of Sub consultants to Part 'E', which will become a part of this Professional Services Agreement)

**Part 'F' -- Project Fees:**

(The Consultant shall attach a Project Fee proposal to Part 'F', which will become a part of this Professional Services Agreement)

**Part 'G' -- Certificate of Insurance:**

(The Consultant shall attaché all Certificate of Insurance(s) & Endorsement(s) to Part 'G', which will become a part of this Professional Services Agreement)

**Exhibit "B"**  
**AMENDMENT NO. X**  
**TO**  
**ORIGINAL AGREEMENT**

**[CONSULTANT NAME]**, an(d) **[STATE]** **[Corporation/LLC/Partnership/Sole Proprietor]** (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for **CITY OF COOS BAY** (hereinafter "Owner"), in accordance with the terms and conditions of the Professional Services Agreement, dated **[MONTH][DAY], 20\_\_**, **[TYPE OF SERVICES]** **[PROJECT NAME]** all of which terms and conditions are incorporated herein by reference:

Original Contract Amount:	\$
Net Amount Previous Amendment No(s):	\$
Total Original Contract Net Amendments	\$
Total Amount Amendment No(s):	\$
Total Contract Amount Net Amendments	\$

**Part 'A' – Scope of Services for Additional Work:**

(The Consultant shall attach a Scope of Services for Additional Work to Part 'A-X', which will become a part of the above referenced Professional Services Agreement)

**Part 'B' -- Project Schedule:**

(The Consultant shall revises the Project Schedule and attach to Part 'C' of the above referenced Professional Services Agreement and will become a part of that Agreement)

**Part 'C' – Deliverables:**

(The Consultant shall revise the Project Deliverables List with dates and attach to Part 'D' of the above referenced Professional Services Agreement and will become a part of that Agreement)

**Part 'D' -- Project Fees (increase/decrease):**

(The Consultant shall revise the Project Fees and attach to Part 'F' of the above referenced Professional Services Agreement and will become a part of that Agreement)

<b>"OWNER"</b>	<b>"CONSULTANT"</b>
<b>CITY OF COOS BAY, OREGON</b>	<b>[CONSULTANT NAME]</b>
BY:	BY:
Typed Name: JIM HOSSLEY	Typed Name:
Title: PUBLIC WORKS DIRECTOR	Title:
Date:	Date:

**PART 'A'**  
**ORIGINAL REQUEST FOR QUALIFICATIONS**

[CONSULTANT]  
PSA City Insurance Level 4

[PROJECT NAME]  
[CITY PROJECT NO.]

**PART 'B'**  
**CONSULTANT STATEMENT OF QUALIFICATIONS**

[CONSULTANT]  
PSA City Insurance Level 4

[PROJECT NAME]  
[CITY PROJECT NO.]

**PART 'C'**  
**PROJECT SCHEDULE**

(The Consultant shall attach a Project Schedule to Part 'C', which will become a part of this Professional Services Agreement)

<u>Revision</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PART 'D'**  
**DELIVERABLES**

(The Consultant shall attach a List of Project Deliverables with dates to Part 'D', which will become a part of this Professional Services Agreement)

**PART 'E'**  
**LIST OF SUB CONSULTANTS**

(The Consultant shall attach a List of Sub consultants to Part 'E', which will become a part of this Professional Services Agreement)

**PART 'F'**  
**PROJECT FEE**

(The Consultant shall attach a Project Fee proposal to Part 'F', which will become a part of this Professional Services Agreement)

**Level 4 Insurance Requirements:** Professional Services contracts/agreements over \$50,000:

<b>Commercial General Liability</b> Per occurrence	\$ 1,000,000
<b>Professional Errors and Omissions liability</b> (Per occurrence)	\$ 2,000,000
<b>Workers' Compensation to include: a Waiver of Subrogation and Add'l Insured Endorsement.</b>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<b>Umbrella/Excess Insurance</b> Per occurrence	\$ 2,000,000
<b>Automobile Liability</b> Per occurrence	\$ 1,000,000

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) 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.

**PART 'G'**  
**CERTIFICATE OF INSURANCE**

(The Consultant shall attaché all Certificate of Insurance(s) & Endorsement(s) to Part 'G', which will become a part of this Professional Services Agreement)