



**REQUEST FOR PROPOSAL
REAL ESTATE BROKER / AGENT OF RECORD**

February 2014

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

GENERAL INSTRUCTIONS TO PROPOSERS

The City of Coos Bay invites you to submit a typed and signed proposal for Real Estate Broker / Agent of Record for a three year period beginning April 2014 or sooner depending upon Council award. Proposals must address all items in this request for proposal.

SUBMISSION REQUIREMENTS

- A. Three copies of sealed proposals are required. Submissions shall become property of the City of Coos Bay without obligation. The city will not pay for any costs incurred by proposers in the preparation, submission, and presentation of their proposals.
- B. Sealed proposals must be received by March 19, 2014 at 4:00 p.m. Proposals must be submitted in an envelope containing the name and address of the proposer and clearly marked "Real Estate Broker / Agent of Record Proposal" to:

Susanne Baker, Finance Director
City of Coos Bay
500 Central Ave
Coos Bay, OR 97420
- C. Delivery is the sole responsibility of the proposers. Proposals received after the date and time indicated above will be returned unopened. In order to be considered for award, the proposer must complete all forms.
- D. Any questions regarding the RFP must be submitted in writing to the attention of the Susanne Baker, Finance Director at sbaker@coosbay.org. Written responses will be available to all interested parties. Oral interpretations or statements cannot modify the provisions of the RFP. If inquiries or comments by proposers raise issues that require clarification by the City, or the City decides to revise any part of the RFP, addenda will be provided to all persons who requested the RFP. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- E. It is herein understood that the Brokerage will be employed by the City of Coos Bay for the services of a particular agent to provide the specific services addressed in this RFP. The term "Broker / Agent" will be used to identify this arrangement.
- F. The City of Coos Bay may reject any proposal not in compliance with all prescribed procedures and requirements, and may reject for good cause any or all proposals upon a finding of City of Coos Bay that it is in the public's interest to do so. Minor irregularities may be waived by the City of Coos Bay.

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION

City of Coos Bay, Oregon is seeking the services of a Broker / Agent to assist in the City's sale of real property.

2.0 PROPERTY

Properties are currently located in Coos Bay, Oregon.

3.0 AGENCY

The Broker / Agent shall address compliance with ORS 696.800–696.995. To conform to State Broker / Agent policies, the Broker / Agent shall disclose the types of agency relationships recognized by their brokerage policy and how the City can expect implementation.

4.0 SCOPE OF PROPOSAL

The selected Broker / Agent will provide support to the City in the areas of real estate.

- 4.1 Supervision. The Broker / Agent shall work under the supervision of the City, the City being land owner and client, and shall work closely with the City Manager's Office, Finance Department, Planning Department, Public Works Department, and the City's legal counsel. The Broker / Agent is an independent contractor and shall be responsible for providing support to the City in all areas of real estate transactions.
- 4.2 Authority Exercised. The Broker / Agent shall communicate and negotiate with Purchasers and agents of Purchasers in these real estate transactions on behalf of the City, including providing City information pertinent to property held by the City.
- 4.3 Typical Duties. The Broker / Agent will be required to solicit and assist with the sales of real property:
 - A. Provide the City with an analysis and recommendation as to marketability and pricing on the properties.
 - B. Analyze and evaluate all offers for sale and prepare recommendations to the City.
 - C. Present all offers, counter offers, and addenda along with analysis and recommendations in a timely manner.
 - D. Complete the Earnest Money Offer by securing all appropriate signatures and approvals.

- E. Obtain City Attorney review and approval of all counter-offers, addenda, Earnest Money agreements and other transaction documents required to be signed by the City or by which the City may be bound.
- F. Maintain escrow files on all transactions.
- G. Provide follow-up on each file and monthly reports to the City staff.
- H. Consult for any land divisions, surveys, inspections, cleanup, etc., as may be necessary in connection with specific transactions.
- I. Provide information and documents necessary for Escrow, in conjunction with legal counsel, in preparations for closing.
- J. Provide the communications link between the City and Purchaser / Purchaser's agent or property owner.
- K. Make timely confirmation of all real estate transactions.

5.0 Provide another Broker / Agent or staff person who is continually updated on the status of the City's real estate transactions.

6.0 TERM OF AGREEMENT

- 6.1 The contract will be for a three-year period with a possible two-year extension. The contract will be effective upon signing by Broker / Agent and City.
- 6.2 The contract may be terminated by City or Broker / Agent upon sixty (60) days written notice to the other party or upon failure of either party to perform services or the duties specified herein. Upon early termination, City may be required to compensate Broker / Agent for any transactions in negotiation or in contract for an exclusionary period of one hundred twenty (120) days.

7.0 MINIMUM REQUIREMENTS

Proposers must meet the following minimum requirements to be considered as a qualified proposer:

- A. Be licensed in Oregon as a real estate agent and broker.
- B. Have a minimum experience of at least five (5) years in commercial and/or industrial real estate transactions.
- C. Have experience with private and public sector real estate transactions.

Additionally, it is preferred, but not required, that the Broker / Agent has an office within or near the City of Coos Bay.

8.0 FEES

Broker / Agent will present a proposal of compensation to the City which addresses:

- A. An hourly rate.
- B. Separate commission schedule for property transactions that include the City as the seller in a single transaction.
- C. Commission schedule / fee proposal.

9.0 PROPOSAL DEADLINES

- 9.1 Sealed proposals will be accepted until March 19, 2014 at 4:00 p.m at the City of Coos Bay City Hall Building, Finance Office, 500 Central Ave Coos Bay, Oregon, 97420.
- 9.2 All proposals are to be clearly labeled on the outside of the envelope "Real Estate Broker / Agent of Record Proposal."
- 9.3 Five copies of each proposal are required.
- 9.4 Delivery is the sole responsibility of the proposers. Proposals received after the date and time will not be eligible for consideration.
- 9.5 Whether your proposal is mailed, or hand delivered, it must be addressed to:

Susanne Baker, Finance Director
City of Coos Bay
500 Central Ave
Coos Bay, OR 97420

10.0 PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- A. Name, address, phone number, and email address of your firm and Broker / Agent
- B. A statement of your understanding of the work required and the manner in which you plan to approach it. Completion of Attachment A.
- C. Completion of Authorized Signatures and Attestation form attached hereto as Attachment B.
- D. Certificate of Insurance as required on the Personal Services Contract attached hereto as Attachment C.
- E. Full disclosure of commissions (See Section 7.0 FEES) is required on all transactions and the commissions will be the fee paid under this agreement
- F. Photocopy of Oregon Real Estate Agent/Brokers License

G. Résumés setting forth qualifications and personal history of the individual Agent or Brokerage

H. References

11.0 EVALUATION AND SELECTION PROCESS

- 11.1 **Final Selection:** Following the review of the proposals, the City may invite a firm(s) to formally meeting with the City project team prior to making a final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract.
- 11.2 **Compliance with Rules:** Proposers responding to this RFP must follow procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all personal service contracts of the City. Failure to comply with our or complete any part of this RFP may result in rejection of your proposal. All bids are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.
- 11.3 If requested by the City, two or more individuals may be selected for oral interviews.
- 11.4 Broker / Agent may be asked to demonstrate their knowledge of the City of Coos Bay's Comprehensive Plan and Zoning Ordinance.
- 11.5 A single Broker / Agent will be identified and a recommendation will be presented to the City Council. After the Council's action, the Broker / Agent and the City will enter into a Personal Services Contract substantially in the form of the one attached to this Request for Proposal and labeled Attachment C.

CITY OF COOS BAY, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

QUESTIONNAIRE
ATTACHMENT A

1. How many years has your firm been in business?
2. How many years has your brokerage been licensed to sell real estate in the State of Oregon? Types of licenses? Restrictions?
3. What was your brokerage's approximate annual volume?
4. From what location would the City of Coos Bay's account be serviced? Will service be split between one or more locations?
5. How often will the Broker / Agent call on the City of Coos Bay to update the City on activity on various properties and review strategy?
6. What experience does your brokerage have with governmental real estate transactions?

CITY OF COOS BAY, OREGON
REAL ESTATE BROKER / AGENT OF RECORD
REQUEST FOR PROPSAL

AUTHORIZED SIGNATURES AND ATTESTATION
ATTACHMENT B

I, the undersigned, and authorized representative of
_____ ,

whose address is:

_____ ,

have read and thoroughly understand the specifications, instructions, and all other conditions of the Request for Proposal issued by the City of Coos Bay for Real Estate Broker / Agent of Record Services for the calendar years ending December 31, 2014, 2015, and 2016. Acting on the behalf of my Real Estate firm, which is listed above, I do attest that the services offered by us meet the City of Coos Bay's specifications in every respect, (check one) ____ without exceptions ____ with exceptions.

We, therefore, offer and make this bid to furnish the City of Coos Bay Real Estate Broker / Agent of Record Services detailed in our proposal at the price indicated.

Firm Name: _____

Firm Address: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

**CITY OF COOS BAY
PERSONAL SERVICES CONTRACT
REAL ESTATE BROKER / AGENT OF RECORD**

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 real estate services hereafter referred to as "Project". The Consultant is the 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 for a period of three years, 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, ORS 279C.505, 279C.515, 279C.520 and 279C.530, 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.

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 are included in the Fee as stated in the original Request for Proposal.

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 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 an agreement of Owner.

ARTICLE 10 -- PROJECT SCHEDULE/LIQUIDATED DAMAGES

10.1 -- The consultant is required to submit a marketing plan showing work tasks. 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 \$50.00 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 written notice as stated in the original RFP.

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. Consultant will provide the Owner original documents as required and copies as requested for the Owner's records.

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

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 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:

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).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

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).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater.

This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

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.

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, as 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.

Level 2 Insurance Requirements:

Professional services contracts/agreements \$50,000 and under:

Commercial General Liability	\$1,000,000
Professional Errors and Omissions Liability	\$2,000,000
Workers' Compensation (if applicable)	Statutory Limit
Employer's Liability	\$ 500,000
Automobile Liability	\$1,000,000
Umbrella/Excess Insurance	\$ 1,000,000

Exhibit "A"
BASIC SERVICES 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:

Part 'A-X' -- 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 revise 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)

"OWNER"

"CONSULTANT"

CITY OF COOS BAY, OREGON

[CONSULTANT NAME]

BY: _____

BY: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____