



**City of Coos Bay
Request for Proposal
To Provide Value Engineering Services
For Wastewater Treatment Plant 2**

NOTICE

The City of Coos Bay is accepting proposals to provide value engineering services for the Wastewater Treatment Plant 2 (WWTP2) project. The City invites qualified consultants to submit a proposal package based upon the scope of the work contained within this Request for Proposal (RFP). This value engineering project is being funded by a loan obtained through the Oregon Infrastructure Finance Authority (IFA) in conjunction with the project titled, *Coos Bay Initial Wastewater System Repairs Design & Construction*.

SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420

2. Submit six (6) copies of the proposal by 3:00 p.m. on October 3, 2013.
3. The proposals must be clearly marked "PROPOSAL FOR VALUE ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT 2".
4. Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Jennifer Wirsing, at (541) 269-1181 ext. 2247 or email jwirsing@coosbay.org. Prior to contact, please review the General Information regarding Additional Information Requests, located on Page 7 of this packet. Answers to all questions will be posted on line and made available to all firms intending to submit a proposal package. Failure to adhere to these restrictions may significantly reduce your prospects for selection.
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

**CITY OF COOS BAY
INSTRUCTIONS TO SUBMITTERS
FOR VALUE ENGINEERING SERVICES
FOR WASTEWATER TREATMENT PLANT 2**

GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified individuals or firms to submit a proposals package to provide value engineering services as described in the specifications set forth in this Request for Proposal (RFP). All submittals 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.

PROPOSAL PACKAGE REQUIREMENTS

Your PROPOSAL package must not exceed 12 pages and at a minimum shall include the following:

1. **Cover Letter.** All proposal packages must include a cover letter, made to the attention of Jim Hossley Public Works and Development Director, and signed by a person legally authorized to bind the applicant to its Proposal. The cover letter shall include any potential conflicts of interest your firm or any key individual may have with this project. Additionally, the cover letter must include the following items:
 - a. the firm name,
 - b. the names of local partners/principals and the number of local personnel,
 - c. address, telephone, and FAX numbers of the firm,
 - d. and contact information, including an email address, of the person(s) who are authorized to represent the proposer.
2. **Personnel.** All proposal packages must include the following information related to key personnel who will be working on this project. Please note that the City's contract for professional services for this project will require commitment from the selected firm that the personnel listed below will be assigned to the project in the roles stated by your firm.
 - a. The names of the partners, managers and other key staff persons who will be assigned to the project along with brief resumes that indicate their experience in municipal civil engineering, specifically wastewater engineering.
 - b. Indicate the key staff's job classification, roles and responsibilities, professional registrations and certifications, and office location. Experience with design and construction administration of waste treatment plants is a high priority.
 - c. An organizational chart identifying members of the team, including sub consultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
 - d. For the proposed sub consultants, please provide the name of each firm, the office location, contact name and telephone number, and the services to be provided.
3. **References.** All proposal packages must include the following information related to the references and qualifications relative to the scope of work associated with this proposal.

- a. List of Oregon local government jurisdictions your firm is currently providing wastewater engineering services and/or value engineering services for or has provided engineering services and/or value engineering services for within the last 5 years.
 - b. Relevant Project Summary/Profile Sheets completed within the last 5 years. At a minimum, the sheets shall provide a brief description of the project, provide date design was completed, total cost of design, provide date construction was completed (if applicable), and cost of construction (if applicable). Provide staff that was involved with the project. Provide owner information and contact person.
 - c. Provide references for your team members, concentrating on those members who will have the largest degree of involvement on the project. Indicate the project involved and the individual's role. Provide contact information for the reference.
4. **Project Approach and Proposal.** A preliminary scope of work has been included with this RFP, however it is anticipated that the proposal will include any amendments and/or provide additional recommendations based on the consultant's experience on similar projects. Describe how your team will meet the project goals and summarize why your firm should be selected.

QUALIFICATION EVALUATION CRITERIA

The City will follow a select procedure that involves the review of all qualified proposals, the evaluation and ranking of submittals, negotiation of fees with the most qualified firm and award of contract based upon our local and state procurement requirements. The evaluation committee will be comprised of City Staff and a representative from the Charleston Sanitation District. The selection will be based on the following criteria:

STATEMENT OF QUALIFICATIONS

Are similar and current projects included to document the consultant's qualifications? Are individual staff members identified to document the Consultant has the staff to perform the work? Does consultant have appropriate management and support staff with the required experience for work on this type of project? Is staff local? Is staff located in Oregon? Is the staff identified in the PROPOSAL the same staff that performed the work on the projects submitted? Is the proposal clear, concise, and complete?

PROJECT STAFFING

Is the project manager qualified to manage all phases of the project? Has consultant demonstrated ability in studying and designing similar projects? Does support staff have sufficient experience with related work? Are all required disciplines represented in this scope of work? If sub consultants are proposed, have they worked with the consultant before? Have all team members had similar experience regarding project scope and magnitude?

PROJECT EXPERIENCE

Are similar and current projects submitted as examples? Does the reference confirm a "job well done"? Are references current and accessible? Does the City of Coos Bay have a positive experience with the consultant?

PROPOSED SERVICES

Is a clear understanding of the project stated and demonstrated throughout? Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels?

PROPOSAL CONTENT

Does proposal present all required material in a clear and professional manner? Does proposal address all required information?

BACKGROUND AND SCOPE OF WORK**BACKGROUND**

The City of Coos Bay is the largest community on the Oregon coast and provides wastewater collection, treatment, and disposal services to retail customers within the city limits. The topographic characteristics of the City are gentle low lying hills. As such, there is a ridgeline that divides the City into two primary basins for gravity collection, served by two wastewater treatment plants (WWTP). The City owns and operates both of these activated sludge wastewater treatment plants. Wastewater is conveyed to one of the two wastewater treatment plants using a combination of up to 23 sanitary sewer pump stations and a combined total of over 90 miles of sanitary collection system piping. Wastewater from the western area is treated at WWTP 2, while WWTP 1 treats wastewater from the eastern area.

WWTP 2 is located in the Empire area and has a 2.02 mgd dry weather design flow. It has been in service since 1973 and was upgraded in 1990 to meet National Pollutant Discharge Elimination System (NPDES) permit requirements. In 1990, a new headworks and a second secondary clarifier were added to the plant. Other plant processes include an influent pumps, primary clarification, activated sludge, secondary treatment, secondary clarification, disinfection, dechlorination and anaerobic digestion of sludge.

The City of Coos Bay contracted West Yost Associates to prepare a Facility Plan (FP) for the WWTP 2. The City contracted with Civil West Engineering Services to perform pre-design for WWTP 2. During the preliminary pre-design efforts several options were explored that included moving the plant to the North Spit, pumping the waste to WWTP 1, and expanding the current WWTP 2 site into property located east of South Empire Boulevard. However, DEQ did not officially review any of these alternatives since they were not in the original FP. Based on several constraints, it has been determined that the alternative that consists of expanding the current site to include the property east of South Empire Boulevard is the most viable course of action.

Because of the changes and deviations from the original Facility Plan, DEQ requested that the City prepare a Facility Plan Amendment (FPA) prior to proceeding forward on pre-design. The City contracted with Civil West Engineering Services to prepare the FPA. Within this FPA, the City investigated several alternatives related to influent facilities, treatment, and disinfection. Additionally a value analysis (VA) of the FPA was performed. The City contracted with CH2M HILL to lead the VA. The VA team included CH2M HILL staff, City Staff, Charleston Sanitation District representatives, and a DEQ representative.

Upon completion of the VA, the City contracted with the design team of SHN and CH2M HILL to perform pre-design services. Pre-design is complete and 15% design plans have been prepared and approved by DEQ. Based on meetings that have occurred with DEQ and City representatives, Value Engineering of the 15% design has been recommended. The goal of the Value Engineering is to improve the value of our proposed treatment plant. It is very important that the selected consultant understand the plants proposed components, alternatives, and the associated costs. It

is the intent of the Value Engineering to find improvement to the components and alternatives by reducing their cost and providing new ideas. Upon completion of the Value Engineering it is anticipated that SHN and CH2M HILL will commence with Final Design.

The City entered into an MAO with the Oregon Department of Environmental Quality (DEQ) in 2008 that includes milestone and tasks that the City must complete in order to remain in compliance. The MAO includes a number of requirements that must be completed by a certain deadline. The next critical deadline in the MAO schedule is the completion of final design for WWTP2. However, prior to commencing forward with final design, the City will perform value engineering. **Because of the MAO deadlines, the selected consultant must be able to assemble the Value Engineering team, perform a review, coordinate with City and City's Design Consultant, and submit a final report within a time frame of 60 days upon notice of award.**

SCOPE OF WORK

The City will select a consultant (or team) to perform a value engineering workshop and review of the Coos Bay Wastewater Treatment Plant 2 Preliminary Design. The following services are anticipated:

1. Comprise a Value Engineering Team that includes personnel that is proficient in wastewater design and management (particularly with Sequencing Batch Reactor type treatment). This team will work closely with City Staff. The City will provide a contact person for this project that will be the City Project Manager. This City contact shall be copied on all correspondence and be a member on the Value Analysis Team. Additionally, the City will also request the following people to be a part of the Value Engineering team: personnel from the City's operation and maintenance staff, representative(s) from the Charleston Sanitary District, and representative(s) from DEQ.
2. Prior to the Workshop, provide the City a list of additional information/plans that are necessary to commence with the workshop.
3. Conduct a three to four day value engineering workshop with the design engineer and City staff. Design engineer may not attend the entire workshop however they will be available for questions and/or clarifications.
4. Review design assumptions.
5. Review the Preliminary Design Report for Wastewater Treatment Plant 2 Project.
6. Review report recommendations and cost estimate.
7. Evaluate or recommend energy efficient options that may provide savings over the life of the project.
8. Review 15 percent design plans for Wastewater Treatment Plant 2 Project.
9. Provide a draft written report of findings and recommendations for review and comment by City and VE Team. The report should include the following:
 - a) Executive Summary
 - b) Project Description
 - c) Project Cost
 - d) Scope and method of VE analysis
 - e) Summary of proposals including estimated savings, description, and disposition
 - f) Complete calculations for each proposal documenting construction and O&M cost savings.
 - g) Notes to designer
10. Provide a final written report that incorporates comments generated by the draft report.

DELIVERABLES

ITEM	TASK	FORMAT	QUANTITY
Additional Information List	2	Email	1
Draft VE Report	9	Hard Copy	6
Draft VE Report	9	PDF	1
Final VE Report	10	Hard Copy	6
Final VE Report	10	PDF	1

MINIMUM QUALIFICATION

Proposer must meet the following minimum requirement:

1. Be a licensed engineer in the state of Oregon.
2. Demonstrate experience with public sector (SBR wastewater treatment) engineering of similar size and scope of the services being requested

RESOURCES TO BE PROVIDED

The City has made available on line the following documents for your use in preparation of your proposal. A hard copy of any of the reports can be provided for a fee by contacting Jennifer Wirsing at 541-269-1181 ext. 2247 or jwirsing@coosbay.org to obtain directions and access to the ftp site.

1. Facility Plan for Wastewater Treatment Plant No. 2, prepared by West Yost Associates Consulting Engineers, dated October 2007
2. Wastewater Treatment Plant #2 Facility Plan Amendment (Volume 1 and 2), prepared by Civil West Engineering Services Inc., dated November 20, 2012
3. Coos Bay SCADA Master Plan, prepared by The Automation Group Inc., no date
4. Coos Bay Wastewater Treatment Plant 2 Preliminary Design (15%), prepared by SHN and CH2M HILL, dated August 2013

The successful proposer shall enter into a standard professional services contract with the City. The City has a standard contract. The City's contract is located in Exhibit A. It is anticipated that the successful proposer has read and agrees with the contractual language and insurance requirements in Exhibit A. If the proposer has questions or would like to request modifications to the contractual language, **this discussion must occur prior to September 18, 2013 at 3 p.m.**

GENERAL INFORMATION

INTERVIEWS

Proposers **may** be invited to an interview with the City's Selection Committee. Selected agencies will be contacted regarding time and location of an interview.

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its 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 or complete any part of this PROPOSAL may result in rejection of your Proposal.

REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:

City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420
jwirsing@coosbay.org

All requests for additional information, must clearly reference the "Proposal for Value engineering Services for Wastewater Treatment Plant 2". All requests must be received no later than September 18, 2013 at 3:00 pm. The responses to the requests will be made available at the City's website:

<http://coosbay.org/government/rfp-list>

Hard copies of the questions and responses can be mailed upon request for a fee.

SCHEDULE FOR RFP EVENTS

RFP Advertised (1 st Round)	September 4, 2013
RFP Advertised (2 nd Round)	September 4, 2013
Deadline for Additional Information Request	September 18, 2013
Response to Additional Information Requests	September 23, 2013
Proposal Package Due	October 3, 2013 at 3 p.m.
Schedule Interview (subject to City's discretion)	October 17, 2013
Interviews (subject to City's discretion)	October 21-23, 2013
Contract Negotiation w/ Selected Consultant	October 25-29, 2013
Council Consideration of Contract	November 5, 2013
Award of Project	November 6, 2013

PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
Public Works and Development Department
Attn: City Manager
500 Central Avenue
Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

The Engineer of Record shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Engineer of Record or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

EMPLOYMENT STATUS

Contractor shall perform the work required by this contract as an independent contractor. Although the Owner reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations.

Contractor is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

INSURANCE

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency 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 directive shall be superseded by such limits.

4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by
5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate 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/Agency'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 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.

Insurance Requirements: Professional Services contracts/agreements

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

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. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency 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/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Consultant will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Consultant shall obtain, at Consultant'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 Consultant will be responsible for any applicable deductibles.

9. Non-profits, community groups, and governmental entities that conduct meetings on city-owned property are exempt from the requirements of this administrative directive unless otherwise directed by the City Manager.

PROFESSIONAL SERVICE AGREEMENT

**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").

***THIS PROJECT IS BEING FULLY FUNDED** by Lottery funds through Water Wastewater Financing Program administered by Oregon Business Development Department – Infrastructure Finance Authority.*

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, 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 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

Specific Directives

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency 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 directive 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 contractor assumes full responsibility for the payment of such claim.
5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate 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/Agency'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.

Level 4 Insurance Requirements:

Commercial General Liability Per occurrence	\$ 1,000,000
Professional Errors and Omissions liability (Per occurrence)	\$ 2,000,000
Workers' Compensation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance Per occurrence	\$ 2,000,000
Automobile Liability 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. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency 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/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. **A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided.** Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Consultant will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Consultant shall obtain, at Consultant'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 Consultant will be responsible for any applicable deductibles.

9. Non-profits, community groups, and governmental entities that conduct meetings on city-owned property are exempt from the requirements of this administrative directive unless otherwise directed by the City Manager.

ARTICLE 16 -- CONTROLLING LAW/DISPUTES/COSTS

16.2 -- 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.

16.3 -- 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.

16.4 -- 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.

16.5 -- 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

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

17.3 -- 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

18.2 -- 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

19.2 -- 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

20.2 -- 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.

20.3 -- 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.

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

ARTICLE 21 -- SEVERABILITY

21.2 -- 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

22.2 -- 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, Director

Public Works & Development

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.

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

[CORPORATE SEAL]

Exhibit "A"
BASIC SERVICES AGREEMENT

[CONSULTANT NAME], an(d) **[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 **[YEAR]**, **[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 attach 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:

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 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: JIM HOSSLEY	Typed Name:
Title: PUBLIC WORKS AND DEVELOPMENT 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)

Revision

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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:

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