



**City of Coos Bay
Request for Qualifications
To Provide Facility Planning and
For Wastewater Treatment Plant 1**

NOTICE

The City of Coos Bay is accepting statement of qualifications (SOQs) to provide facilities planning services for the Wastewater Treatment Plant 1 (WWTP1) proposed upgrade and expansion. The City invites qualified consultants to submit a SOQ package based upon the scope of the work contained within this Request for Qualifications (RFQ). This facility planning project is being funded by a loan obtained through the Oregon Infrastructure Finance Authority (IFA).

SUBMISSION OF SOQ PACKAGE

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

1. All SOQ 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 twelve (12) hard copies and 1 electronic pdf of the SOQ by 3:00 p.m. on March 24, 2017
3. The SOQ must be clearly marked "STATEMENT OF QUALIFICATION FOR FACILITY PLANNING SERVICES FOR WASTEWATER TREATMENT PLANT 1".
4. Maintaining the integrity of the RFQ 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 12 of this packet. Answers to all questions will be posted online and made available to all firms intending to submit a SOQ 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 SOQs, and has the right, at its sole discretion, to accept the SOQ 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 FACILITY PLANNING SERVICES
FOR WASTEWATER TREATMENT PLANT 1**

GENERAL INSTRUCTIONS

The City of Coos Bay is accepting Statement of Qualifications (SOQs) to provide facilities planning services for the Wastewater Treatment Plant 1 (WWTP1) proposed upgrade and expansion. The City invites qualified consultants to submit a SOQ package based upon the scope of the work contained within this Request for Qualification (RFQ). This facility planning project is being funded by a loan obtained through the Oregon Infrastructure Finance Authority (IFA). 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.

QUALIFICATION PACKAGE REQUIREMENTS

This section discusses the items that must be included in your qualifications package. Items 1 through 4 must not exceed 15 pages. One page is considered to be one side of a single 8 ½" x 11" sheet and double sided sheets will be considered as two pages. Each sheet shall be numbered. The following items are excluded from the fifteen-page limit (title/cover page, table of contents, section dividers, and attachments). At a minimum the 15 pages shall include the following:

1. **Cover Letter.** All qualification packages must include a cover letter, made to the attention of Jennifer Wirsing, Wastewater Project Engineer, and signed by a person legally authorized to bind the applicant to its Statement of Qualifications. 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. **Firm & Personnel.** All qualification 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 treatment plant engineering.
 - b. Indicate the key staff's job classification, roles and responsibilities, professional registrations and certifications, and office location. Experience with operations, design and construction administration of waste treatment plants is a high priority. Additionally, the team should have member(s) that are proficient in preparing environmental reports to support the environmental cross-cutters that are required for DEQ's State Revolving Fund loan program.

- 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 qualification packages must include the following information related to the references and qualifications relative to the scope of work associated with this qualification.
- a. List of Oregon local government jurisdictions your firm is currently providing wastewater 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 and with City Staff. Indicate the projects that the key member has been involved with and the individual's role. Provide contact information for the reference.
4. **Project Approach & Scheduling.** A preliminary scope of work has been included with this RFQ, however it is anticipated that the SOQ 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 on time and within budget 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 SOQs, the evaluation and ranking of the SOQs, interviews (subject to the City's discretion), negotiation of fees with the most qualified firm, and award of contract based upon our local and state procurement requirements. City Councilors, City Staff, and a representative from the Bunker Hill Sanitation District will review submitted SOQ's for 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 SOQ the same staff that performed the work on the projects submitted? Is the SOQ 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? Has the City of Coos Bay had a positive experience with the consultant?

SCHEDULING APPROACH

Did firm provide information as to how they will ensure the City’s schedules are met? Specifically, did firm including information in qualifications as to how will they will organize their work, staffing, and coordinating of team members in order to ensure that all schedule milestones are achieved, how will delays be mitigated, and how will firm report progress to the City.

SOQ CONTENT

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

SCORING CRITERIA

The statement of qualification will be evaluated and scored by the selection committee. The scoring criteria will be:

Statement of Qualifications	20%
Project Staffing	20%
Project Experience	20%
Scheduling Approach	20%
SOQ Content	<u>20%</u>
	100%

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 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 1 is located on the east side of the City at 680 Ivy Avenue, just off of Highway 101. This plant treats the eastern portion of the City including the Eastside suburb and the Bunker Hill area. The plant was originally constructed in 1954 as a primary treatment plant for combined sanitary sewage and stormwater. Secondary treatment was added in 1973. The plant was extensively upgraded in 1990 to provide Class I mechanical and electrical reliability up to an instantaneous peak hydraulic flow of 15 million gallons per day (MGD). The plant is permitted for split flow. The flows up to 6 MGD receive primary and secondary treatment and disinfection. Flows over 6MGD up to 15

MGD receive primary treatment and disinfection.

The City of Coos Bay contracted West Yost Associates to prepare a Facility Plan (FP) for the WWTP 1. The report was approved in 2011. The Facility Plan does not meet the guidelines of the 2013 document titled, "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities". Nor does the Facility Plan evaluate technology that may provide a better effluent. Additionally, discussions will have to occur with DEQ to determine if split flow operation will be permitted in the future and for what flow rates.

Because of the additional facility planning requirements, the desire to investigate other technologies, and the uncertainty of whether or not split flow will be allowed in future permits, the City has determined that it would be beneficial to prepare a new Facility Plan for Plant 1. However, it is believed that there is a great deal of information that can be utilized in the 2011 West Yost Facility Plan in preparation of the updated plan.

SCOPE OF WORK

The following scope of work is directly from the Planning Document titled, "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities". It is anticipated that the Facility Plan will meet all of the requirements outlined below. However, it is also anticipated that some of the information in the existing Facility Plan prepared by West Yost can also be utilized.

At a minimum the Facility Plan must contain the following:

1. PROJECT PLANNING

Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a) Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
- b) Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
- c) Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
- d) Community Engagement. Describe the utility's approach used (or proposed for use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the utility operational service levels required, funding and revenue strategies to meet these requirements, along with other considerations.

2. EXISTING FACILITIES

Describe each part (e.g. processing unit) of the existing facility and include the following information:

- a) Location Map. Provide a map and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned. Include

- photographs of existing facilities.
- b) History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
 - c) Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.
 - d) Financial Status of any Existing Facilities. (Note: Some agencies require the owner to submit the most recent audit or financial statement as part of the application package.) Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Give status of existing debts and required reserve accounts.
 - e) Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.

3. NEED FOR PROJECT

Describe the needs in the following order of priority:

- a) Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
- b) Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
- c) Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.

4. ALTERNATIVES CONSIDERED

This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. For each technically feasible alternative, the description should include the following information:

- a) Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage and distribution facilities for each alternative. A feasible system may include a combination of centralized and decentralized (on-site or cluster) facilities.
- b) Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c) Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d) Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical

- and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e) Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.
 - f) Potential Construction Problems. Discuss concerns such as subsurface rock, high water table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
 - g) Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
 - i. Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e. reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
 - ii. Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
 - h) Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non- construction and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the life cycle cost analysis described in Section 5 a.

5. SELECTION OF AN ALTERNATIVE

Selection of an alternative is the process by which data from the previous section, "Alternatives Considered" is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non-monetary factors (i.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the SOQ provide an explanation of their cost effectiveness in this section.

- a) Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.
 - i. The analysis should convert all costs to present day dollars;
 - ii. The planning period to be used is recommended to be 20 years, but may be any period determined reasonable by the engineer and concurred on by the state or federal agency;
 - iii. The discount rate to be used should be the "real" discount rate taken from Appendix C of OMB circular A-94 and found at:

www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html);

- iv. The total capital cost (construction plus non-construction costs) should be included;
 - v. Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation;
 - vi. The salvage value of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars;
 - vii. The present worth of the salvage value should be subtracted from the present worth costs;
 - viii. The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S));
 - ix. A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table;
 - x. Short lived asset costs (See Appendix C.3 for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.
- b) Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (e.g. sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.

6. PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)

The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:

a) Preliminary Project Design

i. For Wastewater/Reuse:

- Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.
- Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.
- Storage. Identify size, type, location and frequency of operation.
- Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow).

- b) Project Schedule. Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and initiation of operation.
- c) Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- d) Sustainability Considerations (if applicable).
 - i. Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
 - ii. Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- e) Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land and right-of-ways, legal, engineering, construction program management, funds administration, interest, equipment, construction contingency, refinancing, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non-construction subtotal for projects containing both water and waste disposal systems, provide a separate cost estimate for each system as well as a grand total. If applicable, the cost estimate should be itemized to reflect cost sharing including apportionment between funding sources. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.
- f) Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget, however, there are other parties that may provide technical assistance. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.
 - i. Income. Provide information about all sources of income for the system including a proposed rate schedule. Project income realistically for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use on 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census, American Community Survey, or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.
 - ii. Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, based on actual costs of other existing facilities of similar size and complexity. Include facts in the Report to substantiate O&M cost estimates. Include personnel costs,

administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable. If applicable, note the operator grade needed.

- iii. Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants.
- iv. Reserves. Describe the existing and proposed loan obligation reserve requirements for the following:
 - Debt Service Reserve - For specific debt service reserve requirements consult with individual funding sources. If General Obligation bonds are proposed to be used as loan security, this section may be omitted, but this should be clearly stated if it is the case.
 - Short-Lived Asset Reserve- A table of short lived assets should be included for the system (See Appendix C.3 in document titled, "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities" for examples). The table should include the asset, the expected year of replacement, and the anticipated cost of each. Prepare a recommended annual reserve deposit to fund replacement of short-lived assets, such as pumps, paint, and small equipment. Short- lived assets include those items not covered under O&M, however, this does not include facilities such as a water tank or treatment facility replacement that are usually funded with long-term capital financing.

7. CONCLUSIONS AND RECOMMENDATIONS

Provide any additional findings and recommendations that should be considered in development of the project. This may include recommendations for special studies, highlighting of the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.

DELIVERABLES

ITEM	FORMAT	QUANTITY
30% Deliverable of Facility Plan	PDF	1
30% Deliverable of Facility Plan	Hard Copy	12
60% Deliverable of Facility Plan	PDF	1
60% Deliverable of Facility Plan	Hard Copy	12
90% Deliverable of Facility Plan	PDF	1
90% Deliverable of Facility Plan	Hard Copy	12
Final Deliverable of Facility Plan	PDF	1
Final Deliverable of Facility Plan	Hard Copy	12

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 wastewater 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 SOQ. 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. 1, prepared by West Yost Associates Consulting Engineers, dated February 2011
2. 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 March 10, 2017.**

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 RFQ must follow its procedures and requirements. Except as otherwise provided in the RFQ, 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 SOQ may result in rejection of your SOQ.

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 “RFQ for Facility Planning WWTP 1”. All requests must be received no later than March 10, 2017. The responses to the requests will be made available at the City’s website:

<http://coosbay.org/departments/public-works#bids-rfq-rfp>

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

SCHEDULE FOR RFQ EVENTS

RFQ Advertised (1 st Round)	February 24, 2017
RFQ Advertised (2 nd Round)	March 3, 2017
Deadline for Additional Information Request	March 10, 2017
Response to Additional Information Requests	March 14, 2017
SOQ Package Due	March 24, 2017 at 3 p.m.
Schedule Interview (subject to City’s discretion)	March 31, 2017
Interviews (subject to City’s discretion)	March 12-14, 2017
Present Recommendation to Council	April 25, 2017 at 5:30 p.m.
Contract Negotiation w/ Selected Consultant	April 26 - May 12, 2017
Council Consideration of Contract	June 6, 2017
Award of Project	June 7, 2017

SOQ WITHDRAWAL

Any SOQ may be withdrawn at any time before the “SOQ 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 SOQ will not preclude the proposer from filing a new SOQ.

APPEALS

Bidders who wish to appeal a disqualification of SOQ 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.

PUBLIC RECORD

All SOQs 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 SOQs 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.

EXHIBIT A
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 3 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

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.

Contractor must adhere to all Oregon OSHA's (Occupational Safety & Health Administration) safety requirements and have staff trained in confined space rescue. OSHA's standard for confined spaces (29 CFR §1910.146) contains the requirements for practices and procedures to protect employees in general industry from the hazards of entering permit spaces.

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

ARTICLE 7 -- REIMBURSABLE EXPENSES DEFINED

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

ARTICLE 8 -- PAYMENTS TO CONSULTANT

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

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.

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

ARTICLE 10 -- PROJECT SCHEDULE/LIQUIDATED DAMAGES

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

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

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

ARTICLE 11 -- TERMINATION

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

ARTICLE 12 -- CONSULTANT'S RECORDS

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

ARTICLE 13 -- USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES.

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

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

13.3 -- Electronic files of text, data, graphics, or other types ("Electronic Deliverables") that are furnished by Owner to Consultant are furnished for the convenience of Consultant. The Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or

authorization of Owner. Therefore, in the event of any discrepancy between the Electronic Deliverables and the printed copies (the "hard copies") of the documents furnished to Consultant, the hard copies shall govern and Consultant's use of the Electronic Deliverables is at Consultant's own risk.

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

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

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

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

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

ARTICLE 14 -- INDEMNIFICATION

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

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

ARTICLE 15 -- INSURANCE

Insurance Policy Statement

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

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk 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.

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

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: A Certificate is issued as a matter of information only. 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 or provided in the coverage documents.

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

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

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

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

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

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

The contractor will be responsible for any applicable deductibles.

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

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

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

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

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

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

ARTICLE 16 -- CONTROLLING LAW/DISPUTES/COSTS

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

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

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

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

ARTICLE 17 -- SUCCESSORS AND ASSIGNS

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

17.2 -- Consultant shall not assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the prior written consent of Owner. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility

under this Agreement.

ARTICLE 18 -- FORCE MAJEURE

18.1 -- Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, and war, which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

ARTICLE 19 -- NONDISCRIMINATION

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

ARTICLE 20 -- ACCURACY OF WORK PRODUCT

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

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

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

ARTICLE 21 -- SEVERABILITY

21.1 -- If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 22 -- NOTICES

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

If to Owner:

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

Attention:

Jim Hossley, Director
Public Works Department

If to Consultant:

Attention:

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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 DIRECTOR	Title:
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__, [TYPE OF SERVICES] [PROJECT NAME] all of which terms and conditions are incorporated herein by reference:

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

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

Part 'C' -- Project Schedule:

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

Part 'D' -- Deliverables:

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

Part 'E' -- List of Sub consultants:

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

Part 'F' -- Project Fees:

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

Part 'G' -- Certificate of Insurance:

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

Exhibit "B"
AMENDMENT NO. X
TO
ORIGINAL AGREEMENT

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

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

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

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

Part 'B' -- Project Schedule:

(The Consultant shall 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 DIRECTOR	Title:
Date:	Date:

PART 'A'
ORIGINAL REQUEST FOR QUALIFICATIONS

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PART 'B'
CONSULTANT STATEMENT OF QUALIFICATIONS

[CONSULTANT]
PSA City Insurance Level 4

[PROJECT NAME]
[CITY PROJECT NO.]

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PART 'C'
PROJECT SCHEDULE

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

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

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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)

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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)

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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)

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

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: A Certificate is issued as a matter of information only. 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 or provided in the coverage documents.

**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)

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