

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Civil Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and Civil West Engineering Services, an Oregon corporation, which is registered to practice Civil Engineering in the State of Oregon (Consultant).

RECITALS

- A. Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Civil Engineering, Geotechnical, Architecture and Other Related Professional Services.
- B. After reviewing all proposals, the City has selected Civil West Engineering Services, Inc. (Consultant) as a Consultant of Record to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and

overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.
- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

- 1)** Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2)** Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.
- 3)** Consultant acknowledges that breach of this Section 4, including disclosure of any

Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A.** The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B.** Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C.** The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.

- E.** Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F.** Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A.** The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B.** Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C.** Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D.** As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising

directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or

continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant 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.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address

listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2)** If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and

necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Chris Janigo, PE
Interim City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT:

Timothy Gross
Senior Project Manager
Civil West
609 SW Hurbert Street
Newport, OR 97365
541-982-4240
tgross@civilwest.net

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this

Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A – Consultant's Fee Schedule
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:


Spencer Nebel, City Manager

Date: 04/09/21

CIVIL WEST ENGINEERING SERVICES, INC.:

By: 

Its: KEVIN SHREEVE, PRINCIPAL

Date: 2/19/2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

[Faint, illegible handwritten text]



Civil West Engineering Services, Inc. - 2021 Class B Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector 1	TBD
Inspector 2	\$134
Inspector 3	\$114
Engineering Intern	\$50
Clerical	\$52
Surveying	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
REIMBURSABLES	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
* Scoped Support Services Approved Travel Budgets Will be Developed and Approved by Client Using Standard Billing Rates.	

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

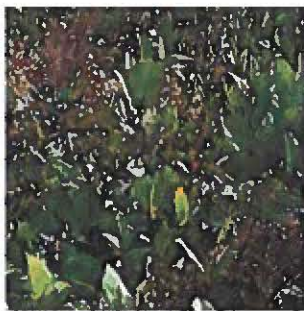
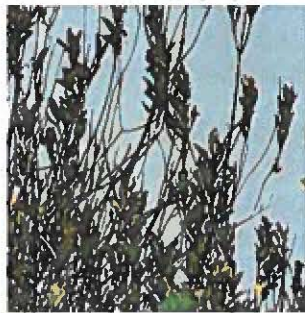
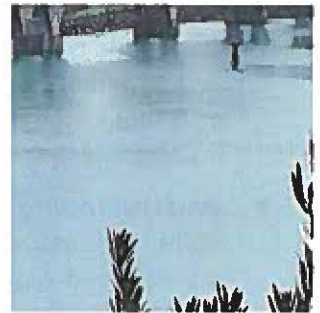
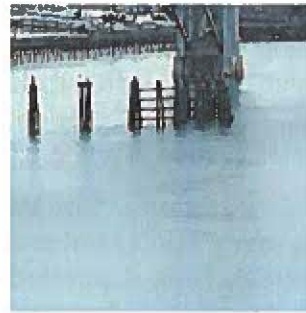
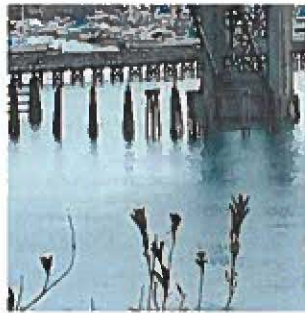
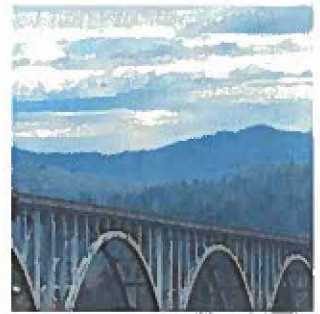
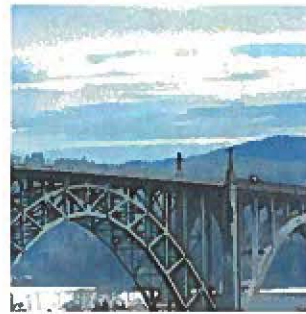
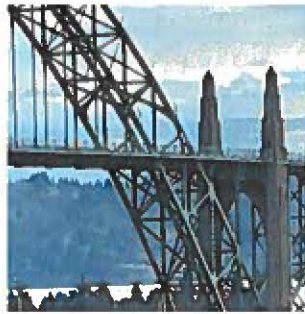
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C

Consultant of Record RFP and Consultant's Proposal

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www.civilwest.com | Willamette Valley | South Coast | North Coast | Rogue Valley



City of Newport

Request for Proposals for Civil Engineering,
Geotechnical, Structural, Architecture, and
Other Related Professional Services

December 15, 2020

December 15, 2020

Chris Janigo, PE
Acting City Engineer, City of Newport
169 SW Coast Highway
Newport, OR 97365



RE: Request for Proposals for Civil Engineering, Geotechnical, Structural, Architecture, and Other Related Professional Services

Dear Chris,

On behalf of Civil West Engineering Services, Inc. I am pleased to submit our proposal to provide Professional Civil Engineering Services for the City of Newport. Civil West Engineering Services is a full-service civil engineering firm with 13 licensed professional engineers specializing in meeting the unique needs of municipal and public works clients throughout western Oregon and along the Oregon Coast. Founded in 2008, Civil West has four offices in Oregon employing 25 experienced professionals working collaboratively to provide high quality and cost-effective solutions. Our team is eager to work with Newport and deliver quality consulting, project management, master planning, design, permitting, engineering technical reviews, and construction management services. With a proactive approach to communication, coupled with the skills, knowledge, and experience of our team, Civil West offers the following advantages:

- **Let us do the lifting.** We have helped many municipalities address staffing shortages and/or meet increasing workloads by absorbing routine engineering tasks such as development reviews, construction management, and other time intensive but necessary tasks that cities often struggle to complete. By supplying in-house staff or remote methods, we have the experience to support activities such as CMMS implementation, GIS data management and water system flushing plan coordination.
- **Understanding the City's needs.** Civil West has been working cooperatively with the City of Newport since 2009, accomplishing many successful projects and helping the City plan its infrastructure future. Many of our licensed professionals have supported Newport through water and stormwater system master planning and are familiar with the unique infrastructure challenges that coastal communities face. I have personally been able to serve the City as Public Works Director and City Engineer for the past 10 years, and I am very familiar with the City's long term infrastructure needs and plans, having worked closely with key personnel throughout the City including field operations, treatment, engineering, and administrative staff.
- **We seek innovative, value-enhancing solutions.** Small coastal communities like Newport struggle with the same infrastructure challenges as other municipalities across the country but with a little "spice" mixed in. Heavy rainfall, steep slopes, and hostile coastal environments create unique challenges to providing redundant and resilient infrastructure. Often standard approaches just won't do, and our experienced staff have the ability to recognize special needs and provide alternative solutions to reduce project costs, improve operations, and provide the best possible product. When that next disaster strikes, experience counts, and our nimble staff is ready to jump and meet any challenge that comes your way.
- **We offer grant writing and project financing assistance.** Sometimes the biggest infrastructure challenge is just figuring out how to pay for it. Civil West has successfully assisted numerous clients in both identifying and securing funding for infrastructure improvement projects. Civil West works closely with the City's Grant Consultant of Record, Dig Deep, and can provide engineering assistance and grant writing to support Dig Deep's strategic grant planning efforts. Our staff are experienced in reviewing user rates and developing rate studies, developing methodologies and justification for SDC charge adjustments, and in developing relationships with funding agencies and grant administrators in order to secure the best possible funding package to advance the City's capital improvement plan.
- **We work with a wide range of Federal, State, County and City level regulators.** Our experience working with ODOT, DEQ, OHA, and many other agencies will benefit the City because we understand the requirements of these agencies and their timelines. This knowledge allows us to prepare submittals and work with agencies to expedite review and approvals from these agencies.

On pages 9-10 of this proposal we have provided contact information for references who can explain why Civil West is their engineer of choice. We would welcome the opportunity to meet with you and your staff if it would aid in the selection process. Thank you for your time and thoughtful consideration of our proposal. Please do not hesitate to call if you have any questions or if there is additional information we can provide.

Sincerely,

Civil West Engineering Services, Inc.



Timothy Gross, PE

Senior Project Manager

Authorized Representative on behalf of Civil West Engineering Services, Inc.

Oregon Registration No. 85373PE

609 SW Hurbert Street, Newport, OR 97365

p. 541.982.4240 | f. 541.264.7041 | c. 541.961.7489 | e. tgross@civilwest.net

Federal ID #26-2914006 | State ID #1358479-3

Required Statements:

1. The consultant accepts all the terms and conditions contained in the Request for Proposals and that this proposal shall be considered valid for 120 days after the submission deadline.
2. All materials and documents acquired or produced by the consultant in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use.
3. Civil West Engineering Services, Inc. agrees to abide by the conditions of the City's Professional Services agreement attached to the RFP as Attachment A.
4. Civil West Engineering Services, Inc. has the ability to provide insurance coverage as follows:
 - A. Commercial General Liability Insurance - Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.
 - B. Professional Liability - Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.
 - C. Commercial Automobile Insurance - Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.
 - D. Workers' Compensation Insurance - Civil West and its subcontractors, if used on a project, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide worker' compensation coverage that satisfies Oregon law for all their subject workers.

UNDERSTANDING THE NEEDS OF NEWPORT

Few engineering firms understand the needs of the City of Newport better than Civil West. With the addition of Tim Gross, PE (former Newport City Public Works Director and City Engineer) to our Newport team, our understanding of the challenges the City faces is even deeper. For more than a decade, Civil West has helped improve the City's public infrastructure. Whether it was the preparation of the City's Water and Stormwater Master Plans or the design of improvements to the old swimming pool underdrain system, Civil West has served the City on both large and small projects and believes that it can continue to serve the City in a variety of ways. In fact, Civil West has completed more than 30 unique service requests with many of the projects consisting of multiple phases accomplished over several years for the City dating back to 2009. Check out some of the highlights below!

Project List (2016 - Present)

- 71st Waterline and Storage Tank
- SCADA System Master Plan
- 7th Street Pump Station Replacement
- Intertie with SRWD (Booster/ PRV)
- Water System Master Plan and Updates
- South Beach Water and Sewer Improvements
- Salmon Run Pump Station Relocation
- Big Creek Dam Outlet Rehabilitation
- South Beach SCADA Improvements
- Lakewood Hills Pump Station Upgrades
- Highway 101/Golf Course Waterline Pipe Bursting
- Newport Smoke Testing - Phase 1
- Stormwater Master Planning
- Sewer and Drainage Pipeline Projects
- Stormwater Deficiency Evaluation- Phase 1/
Smoke Testing Phase 2
- Bay/Moore Drainage Improvements
- Hwy 101 and 6th Storm Sewer Sliplining
- Hatfield Dr. Drainage Improvements
- Ash Street Improvements
- Big Creek Road Reconstruction
- Ferry Slip Road Improvements
- Abalone/Brant Roadway Improvements
- Golf Course Drive/Hwy 101 Waterline Replacement
- Old Swimming Pool Underdrain Replacement
- Safe Haven Hill
- City Hall/Aquatic Center Site Design
- Newport Engineering Staff Augmentation
- 2020 Sanitary Sewer Pipeline Rehabilitation
- GIS Support



UNDERSTANDING THE NEEDS OF NEWPORT

While we've completed lots of successful projects for the City, we recognize that the City is still facing many challenges. Civil West wants to continue helping the City tackle those problems! Below is a summary of some of the major infrastructure challenges we know the City is facing and ways in which Civil West can help.

PROVIDING A SAFE, RESILIENT POTABLE WATER SUPPLY

The City draws potable water from the Upper and Lower Big Creek Reservoirs and treats it in a relatively new membrane filtration facility. Treated water is delivered to customers via a distribution system consisting of approximately 90 miles of water line, 5 booster stations, and a network of 6 storage tanks (capacity ~ 7MG).

Critical System Needs	How can Civil West help?
Update to the City's Water Master Plan	Civil West completed the City's current Water Master Plan and has staff with an intimate knowledge of the system to be able to efficiently update our previous work product to reflect new conditions.
Reservoirs without seismic restraints are seismically vulnerable	Partner with a trusted structural engineer like Peterson Structural Engineers to design tank restraint systems.
Distribution system with AC pipe susceptible to breakage	Identify a critical backbone of distribution piping and design improvements to strategically harden that backbone with more seismically resilient pipe materials. Civil West is currently replacing AC watermain along Golf Course Drive.
Track and identify water loss sources	Design strategically located master meters and integrate those meters into the water system SCADA system. Civil West developed the City's existing SCADA Master Plan.
Rehabilitating Big Creek Dams to secure the City's raw water source	Partner with the City and HDR to provide construction phase oversight at a lower price-point than a firm traveling from Portland.

SAFELY COLLECTING AND TREATING WASTEWATER

Wastewater generated in the City is conveyed to a centralized wastewater treatment plant through a collection system consisting of approximately 63 miles of gravity sewer, 25 lift stations, and 12 miles of forcemain. Wastewater is treated at a 5 MGD Orbal (oxidation ditch) activated sludge treatment facility built in 2001 before discharging treated effluent through an ocean outfall located offshore from Nye Beach.

Critical System Needs	How can Civil West help?
WWTP equipment is at or nearing the end of its 20 year anticipated useful life	Design improvements to equipment and systems that are operationally deficient. Brown and Caldwell is under contract for a facilities plan that should identify these issues; however, Civil West can assist with evaluations if needed.
Revised NPDES permit is anticipated in 2022	Support the City in discussions/negotiations with DEQ about modified permit requirements. Identify system improvements needed to comply with revised permit.
Large quantities of biosolids overwhelm current processing and storage facilities	Evaluate alternative biosolids treatment and reuse methods. Support efforts for a regional biosolids processing facility.
Northside Pump Station mechanical and control systems are outdated and facility is operationally problematic	Develop a strategic plan and recommend improvements to enhance facility operability by taking into account the needs of operations staff.
Small pump stations are aging and lack standardization	Create a standard design for smaller collection system pump stations and oversee annual replacement projects.
Aging collection system with concrete piping is susceptible to I & I	Design pipe rehabilitation projects, potentially in coordination with roadway improvement projects.

UNDERSTANDING THE NEEDS OF NEWPORT

CONVEYING THE COASTAL RAINS TO THE OCEAN

City stormwater is collected and conveyed to small streams or directly to the Pacific Ocean. The conveyance system consists of pipes ranging from 6-inches to 144-inches in diameter, some of which were placed along natural drainage ways with fill placed over the top of the pipe. In addition to having portions of the conveyance system buried under buildings, the system also has several capacity limited areas that were noted in the Stormwater Master Plan prepared by Civil West.

Critical System Needs	How can Civil West help?
Stormwater Conveyance System Improvements	As part of a strategic effort to rehabilitate roadways and buried utilities, Civil West can help the City relocate buried stormwater conveyance infrastructure into the road right of way instead of leaving it underneath buildings.
Stormwater Quality Improvements	Civil West can help the City develop a testing approach to identify the likely source of bacteria in stormwater runoff or recommend stormwater treatment options to help reduce bacteria in stormwater discharges.
Asset Management Support	Civil West is currently helping maintain the City's asset management system and can provide ongoing recommendations for infrastructure improvements so that co-located utility and roadway improvements can occur simultaneously.

KEEPING NEWPORT MOVING

The City maintains approximately 90 miles of local streets and is bisected by the ODOT-controlled Hwy 101 and Hwy 20. The City is planning roadway improvement projects in coordination with buried utility improvements to minimize costs and disruptions to residents. Projects in or adjacent to the major highways requires significant coordination with ODOT.

Critical System Needs	How can Civil West help?
South Beach Utility Undergrounding Phases 2 and 3 will require extensive coordination to underground services to all lots	Manage utility undergrounding on behalf of the City. Our office in Newport allows our team to quickly respond to the project site to address questions that may arise about nuances for each lot's services.
Annual roadway maintenance project design and construction management exceeds available City staff time	Civil West can provide support to any part of the process from design to construction support to relieve that burden from City staff.

MANAGING THE CITY'S INFRASTRUCTURE

The City Engineering department currently consists of 6.5 FTE's who support all of the public infrastructure in the community. In addition to providing engineering support for the water, sewer, stormwater, transportation, and buildings & park systems, City staff is also responsible for managing capital projects, reviewing private development plans to evaluate impacts on public infrastructure, and supporting other departments with engineering expertise.

Critical System Needs	How can Civil West help?
Extensive responsibilities for City staff leave limited time for simultaneously executing multiple projects	Civil West can take on tasks to free up City staff for infrastructure operations support. Tasks for Civil West could include: <ul style="list-style-type: none">- Construction management/oversight- Development reviews- CMMS implementation- GIS maintenance and support- Utility undergrounding coordination

APPROACH TO DELIVERING QUALITY SERVICE

While Civil West tailors the project approach to the specific needs of each project and client, there is a general series of steps that form the basis of any project delivery approach.

These steps include:

1. Project Definition and Scoping
2. Project Kickoff
3. Data Collection and Review
4. Alternatives Analysis
5. Project Designs and Revisions
6. Regulatory Coordination
7. Project Bidding and Contracting
8. Owner's Representation and Construction Oversight
9. Project Closeout

Running throughout these steps is a commitment to effective project management and QA/QC.

To demonstrate how Civil West might deliver a project for the City of Newport, we have decided to explain how we would approach addressing a complex critical infrastructure project like improving the Northside Pump Station.

1. Understanding the Problem

Having a clear understanding of the problem that the client is intending to resolve is a critical first step.

For this example project, we know that Northside Pump Station is one of the City's most important wastewater assets. The Northside Pump Station conveys all wastewater from the north side of Yaquina Bay to the south side. As a result, an estimated 90% of all sewage in the City passes through this pump station. The pump station was constructed in the early 2000's by repurposing an existing primary clarifier tank. To help minimize solids deposition in the forcemain under Yaquina Bay, the pump station includes dual auger screens and a vortex grit removal system. With system components at or near the end of their useful lives, operating and maintaining this facility presents challenges including:

- High peak flows and screens with high headloss have resulted in several overflows,
- Inadequate power to operate all wastewater pumps for a prolonged period of time,
- Aging control system components that are difficult to replace,
- Screening equipment which cannot effectively remove rags and wipes,
- Pumps and valves that are difficult to access despite being in a dry pit,
- Poorly-configured access points which limit easy access for removal of large equipment,
- Moisture intrusion from leaking roof panels which could damage mechanical equipment.

2. Project Kickoff Meeting

For each project, regardless of size, we organize a project kickoff meeting with key City staff and other stakeholders. We use these meetings to review and clarify the project goals, schedule, and other constraints. If Civil West were selected to design improvements to the Northside Pump Station, we would request to have the Project Kickoff Meeting occur at the facility and include Engineering and Wastewater Operations staff. We believe it is vital to solicit input from the staff responsible for operating and maintaining the facility to recommend an effective solution.

3. Data Collection and Review

Following initial data collection occurring at the Project Kickoff Meeting, Civil West collects and reviews data necessary to develop alternatives to address any problems. Information reviewed may include:

- Previous planning documents,
- Characterization data (flow rates, constituent composition, pump run times, etc.),
- Utility system budgets,
- Population growth projections and development plans,
- Operator experiences and operations logs,
- Infrastructure condition assessments, and
- As-built drawings.

Depending on the project, we may also collect topographic information about the site. Civil West has in-house survey capabilities for completing topographic surveys on our projects. If ALTA or legal boundary surveys are required, Civil West would partner with a Professional Land Surveyor like Rob Ward from Northwest Land Surveying to complete those tasks.

4. Alternatives Analysis

Depending on the project, a detailed review of alternative solutions may be warranted. This step is most likely to be completed when a problem has been identified but a solution hasn't been determined. The alternatives analysis would consider several potential solutions and evaluate their technical feasibility, construction cost, and on-going operation and maintenance costs. Working with the client, we'd develop a set of criteria for evaluating each of the alternatives and apply those criteria to each alternative to identify a recommended alternative.

For our example project, we would consider both the construction of a new pump station and the full rehabilitation of the existing facility. We would also consider a combined approach where some of the existing infrastructure might be rehabilitated while other portions may be fully replaced. If, for example, a rehabilitation approach was

APPROACH TO DELIVERING QUALITY SERVICE

selected, Civil West would also develop a recommended sequencing of rehabilitation tasks. Addressing concerns associated with the leaking roof and poor access to equipment should likely be one of the first tasks undertaken because the facility should be structurally sound and easily accessible before the City invests significant amounts of money in electrical upgrades that could be moisture-sensitive or mechanical equipment that can't be easily installed given the current access points. Developing a sequenced improvement plan would give the City flexibility to address problems over several budget cycles.

5. Progressive Design Process with Multiple Design Reviews

Providing design review opportunities results in a design that better meets the client's needs and helps reduce extensive redesigns. Depending on the complexity of the project, several intermediate design milestones and reviews may be recommended. For simple projects, a single review near the end of the design process may be adequate. For more complex projects, up to three intermediate design milestones may be suggested. Each of these design milestones will provide the City with an opportunity to review the status of design work.

For example, if the City elected to do extensive work at Northside Pump Station which included work like replacing the roof, replacing the screening equipment, and installing an additional pump, we would recommend the following milestones: preliminary engineering report (30% conceptual design), 60% design, 90% design, and final design review.

6. Regulatory Coordination

Infrastructure projects may require a variety of approvals prior to bidding. Civil West routinely works with regulators at DEQ, OHA, and ODOT to secure approval for our design projects. For this example project, it's expected that regulatory coordination would occur on a parallel track with design. The Preliminary Engineering Report would be submitted to DEQ for review and comment. The final design plans and technical specifications would be submitted to DEQ for review and approval.

In addition to design approval(s), regulatory agency coordination may also be required depending on the project design. For example, if the recommended improvements to the Northside Pump Station impacted Nye Creek running through the property, Civil West would work with the Oregon Department of State Lands and the US Army Corp of Engineers to secure necessary approvals.

Project funding may also trigger the need for specialty evaluations of the project for environmental and cultural impacts. When these specialized studies are needed,

Civil West would partner with firms like Pacific Habitat Services for environmental support and/or Heritage Research Associates, Inc. for cultural/archaeological support.

7. Project Bidding and Contracting

We know that the City often posts project bid opportunities on the Oregon Procurement Information Network (ORPIN) website, and we can provide bid packages formatted to upload easily to that system. Alternatively, Civil West can also host project bidding documents through its own online bidding system. Such an approach might be ideal on projects where City staff is unavailable to maintain the project documentation through ORPIN.

Once bids have been received, Civil West conducts a detailed review of the apparent low bidder and provides the City with a recommendation to award. Once the City issues a Notice of Award, Civil West will manage the signing of all contracts.



Inside Northside Pump Station

For a project like rehabilitating Northside Pump Station, there would likely be several small discipline-specific bid opportunities issued over several years and being able to juggle several overlapping tasks will be important. Civil West has helped other cities manage several different contracts for work occurring simultaneously or overlapping at the same facility. For example, our project constructing the Myrtle Point Wastewater Treatment Facility involved four contracts, four contractors, and 15 schedules throughout all phases of construction.

8. Owner's Representative Services and Construction Oversight

After a contractor has been identified, Civil West can continue to serve as the Owner's Representative during construction. Civil West will coordinate directly with the Contractor on behalf of the City, helping decrease time burdens on City staff. Civil West will manage project schedules and budgets, providing City staff with regular updates. Civil West typical-

APPROACH TO DELIVERING QUALITY SERVICE

ly provides written project status reports with monthly project invoices. Project status report frequency can be increased or decreased based on the City's preference. Civil West is also available to provide engineering inspections during construction to verify the project is being built in compliance with the project drawings and technical specifications. Our office in downtown Newport allows our team to regularly visit City project sites and respond quickly to requests for inspections. Inspection reports are prepared for each site visit to document the work that had been completed and any problems that were identified while onsite.

For this example project, one of the Civil West team members in our Newport office would provide Construction Oversight and Owner's Representation services to minimize travel costs. The location of our office right in town would allow our team to quickly to respond to requests from contractors for inspections or field meetings, something that could happen with reasonable frequency given the potential for reusing infrastructure. Our team could be on-site within minutes and work with the contractor to resolve issues, all without the City having to divert staff away from their planned tasks.

Additionally, Civil West can provide these services on projects where we were not the design engineer. This might be ideal on a project where a firm in Portland is completing the design but is not able to provide cost-effective on-site support during construction. We can quickly and regularly monitor construction projects for the City, regardless of whether we designed them. This would allow the City to have specialized projects (like dam improvements) designed by non-local firms and have the construction work overseen by a local firm.

9. Project Closeout

Demobilization of a contractor from the project site doesn't necessarily mean that the project is finished. As part of our project closeout services, Civil West staff conduct detailed walkthroughs of the project site to develop punch lists. We then monitor the Contractor as they resolve each punch list item.

Larger construction projects also include the preparation of a project album. These documents include copies of all warranty materials, inspection reports, replacement part information, operating and maintenance guidance documents, and as-built drawings. These can be provided in both print and digital format depending on the City's preference.

If Civil West were helping the City complete rehabilitation work on Northside Pump Station, the project album might include:

- O&M manuals for new screening equipment,

- A list of common replacement parts for screening equipment and contact info for the nearest supplier of those parts,
- Operating diagrams of updated control systems,
- As-built drawings showing improvements made to the building to address the leaking roof and improve access for large equipment.
- These documents can be prepared in a format for upload into existing CMMS systems and GIS basemaps.

In addition to construction closeout services, Civil West can also help the City complete work required by funding agencies for project closeout. This could include submitting certifications of work completion or final requests for funding disbursements.

ADDITIONAL PROJECT SERVICES

Delivering successful projects require a deep commitment to effective management practices and thorough quality assurance and quality control. Here's how we integrate those practices into our projects.

PROJECT MANAGEMENT

The Civil West approach to project management centers around effective communication. Tim's long history with the City provides him with a unique understanding of which City staff members to contact for specific information necessary for project completion. As the primary Point of Contact, a simple call or email to Tim will allow the City to request support and for Tim to quickly marshal the Civil West resources to serve the City. Located in our Newport office, both Tim and Keven can quickly respond to requests for service. For larger projects, the City will receive monthly written reports summarizing the work completed to date, project budget status, project schedule updates, and any other critical information. These reports are clear, easy to digest reference documents that make it easy for City staff to have the information necessary to brief City leaders and the public on the status of any project we are delivering for the City.

QA/QC

For every project, our primary objective is to provide high-quality services and deliverables to our clients at the lowest possible price. Doing this requires dedication by every member of the project team to a quality assurance/quality control (QA/QC) process implemented throughout all project phases. Our robust QA/QC process enables our team to eliminate unnecessary deviations from the project scope, validate design assumptions and calculations, and provide a deliverable consistent with client goals.

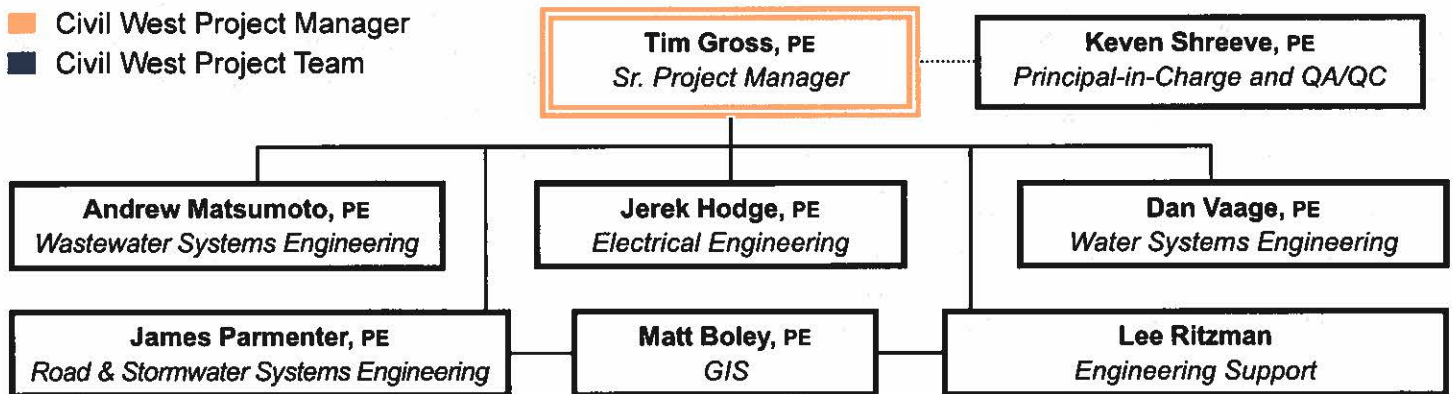
KEY PERSONNEL QUALIFICATIONS

Team Introduction

Our engineering team will be managed by Tim Gross, in our North Coast office, located in Newport. Tim has over 25 years as a Professional Engineer, most recently serving as the Public Works Director and City Engineer for the City of Newport.

Supporting Tim will be a team of skilled engineers with multidisciplinary expertise, allowing Civil West to complete many projects in-house. As the primary point of contact for the team, Tim will develop a clear understanding of the City's needs for a particular project and identify which team members are best equipped to serve the City.

- Civil West Project Manager
- Civil West Project Team



Timothy Gross, PE: Project Manager

OR #85373PE | Bachelor of Science, Civil Engineering, University of Minnesota

Role: Tim will serve as the Project Manager and primary point of contact for service requests with the City of Newport.

Management Experience: As the departing Public Works Director and City Engineer for the City of Newport, Tim understands the unique and pressing needs and challenges currently facing the City. Tim is an expert in financing, designing, estimating and managing the construction of public infrastructure, and has been successful in acquiring grant and low interest financing exceeding \$20M over the past 8 years. Tim specializes in identifying and pulling together the resources necessary to tackle any problem, no matter how large or small.

Tim has extensive experience as a Construction Materials Laboratory Supervisor, coordinating field and laboratory testing of asphalt, soils and concrete for heavy civil projects. His experience in municipal services also includes the administration of assessed capital projects; easement and right-of-way negotiations and acquisitions; and utility system and capital improvement planning. His diverse background gives Tim unique insight into balancing design, constructibility, and maintenance of public infrastructure.



Keven Shreeve, PE: Principal-in-Charge and QA/QC

OR #66913PE | Master of Science, Civil Engineering, BYU

Role: Keven will serve as the Principal in Charge of service provided to the City of Newport. Keven's work will primarily focus on master planning, public relations, and QA/QC.

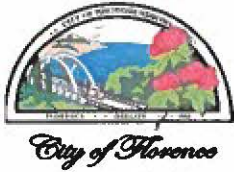
Management Experience: Keven has more than 26 years of engineering experience primarily focused on serving municipalities in the western United States. Since 2017 Keven has been the Office Manager and in 2019 became Principal in Charge of the Civil West North Coast office located in Newport and since has worked with the City on many projects. Keven's engineering experience has covered all stages of the project life cycle including identifying initial concepts, preliminary design, final design, agency approvals, bidding, construction management, construction inspection, master planning and funding.

KEY PERSONNEL QUALIFICATIONS

Team Member Credentials	Relevant Experience
<p>Andrew Matsumoto, PE: Wastewater Systems Engineering OR #96607PE Bachelor of Science, Civil Engineering, Gonzaga University</p> <p>Andrew will provide engineering support on wastewater collection and treatment system projects. His experience is primarily related to addressing wastewater and stormwater quality and includes wastewater treatment system design, wastewater facilities planning, and stormwater quality regulatory support.</p>	<p>City of Vader:</p> <ul style="list-style-type: none"> • WWTP Improvements <p>City of Cannon Beach:</p> <ul style="list-style-type: none"> • I&I Study <p>City of Adair Village:</p> <ul style="list-style-type: none"> • Wastewater Facilities Plan Update <p>City of Myrtle Point:</p> <ul style="list-style-type: none"> • Water Quality Implementation Plan
<p>Jerek Hodge, PE: Electrical Engineering OR #83853PE Bachelor of Science, Electrical Engineering, LeTourneau University</p> <p>With nearly two decades of experience, Jerek's experience includes water treatment plant, wastewater treatment plant, and pumping system designs. As the Civil West in-house electrical engineer, Jerek also works on Civil West's telemetry/SCADA system improvement projects.</p>	<p>City of Newport:</p> <ul style="list-style-type: none"> • SCADA Master Plan • I&I Investigation • Candletree Pump Station • 71st St Pump Station and Storage Tank
<p>Dan Vaage, PE: Water Systems Engineering OR #93327PE Bachelor of Science, Civil Engineering, California State University, Long Beach</p> <p>Dan will provide engineering support on potable treatment and distribution projects. As the lead service provider on the Civil West Water System Circuit Rider Team, Dan has provided technical guidance to countless groundwater and surfacewater systems throughout Oregon.</p>	<p>City of Cannon Beach</p> <ul style="list-style-type: none"> • Water Master Plan <p>City of Toledo:</p> <ul style="list-style-type: none"> • Water Master Plan Update • Water Management and Conservation Plan
<p>James Parmenter, PE: Road and Stormwater Systems Engineering OR #76466PE Bachelor of Science, Mechanical Engineering, Oregon State University</p> <p>James will provide engineering support on stormwater conveyance and roadway design projects. James' previous experience includes the design and construction support for stormwater, roadway, pedestrian, and lighting improvements.</p>	<p>City of Newport:</p> <ul style="list-style-type: none"> • Storm Drain Master Plan • Bay Moore Drainage Improvements <p>City of Coos Bay</p> <ul style="list-style-type: none"> • Storm Drainage Report
<p>Matthew Boley, PE: GIS OR #95382PE Bachelor of Science, Civil Engineering, Texas A&M University</p> <p>Matt will help the City continue to build and maintain its infrastructure GIS system. Matt's previous GIS experience has included the development of maps used for inventorying system infrastructure, tracking system component conditions, and system hydraulic modeling.</p>	<p>City of Farmersville</p> <ul style="list-style-type: none"> • Water and Sewer System Mapping <p>Caddo Basin Special Utility District</p> <ul style="list-style-type: none"> • System Mapping <p>Wylie Northeast Special Utility District</p> <ul style="list-style-type: none"> • System Mapping
<p>Lee Ritzman: Engineering Support Bachelor of Science, Civil Engineering, University of Utah</p> <p>Lee's primary role will be engineering support. Lee brings a diverse skill set with experience in field investigations, design, analysis, and planning work. Lee served as the Public Works Director and City Engineer for the City of Newport for 18 years.</p>	<p>City of Newport:</p> <ul style="list-style-type: none"> • Design and construction of 6 million gallon per day Water Treatment Plant • Updated Water Master Plan

Past Experience & References

Civil West has developed a reputation for providing outstanding service to our clients. We encourage the City of Newport to contact the following references to confirm our positive professional reputation and to gain additional insight on the quality of our work and the attentiveness of our engineering team.



City of Florence - EOR Client

Mike Miller, Public Works Director

250 Highway 101, Florence, OR 97439

p. 541.997.4106 | e. mike.miller@ci.florence.or.us

Summary of Services

Since 2013, we have provided Florence with complete municipal engineering services, sewer, transportation, and stormwater projects, and more. We have built a strong relationship with the City of Florence based on our commitment to finishing projects on time and on budget.

Project List (2016 - Present)

- SDC Study
- Rhododendron Phase 2 Water and Road Improvements
- Hwy 101 Water Improvements
- Pacific View Lift Station Upgrades
- Stormwater Master Plan Update
- 6th and Hemlock Stormwater Improvements
- First Street Stormwater Improvements
- Phase 1, Alternative Evaluation - Pine Court Storm Drainage System Improvements
- 2nd & Ivy Storm Water Improvements
- Coastal Highlands Phase 2 Storm Water Improvements
- Rhododendron Phase 2 Water and Road Improvements
- Safe Routes to School Improvements

Project Example: Hwy 101 Water Improvements



Civil West designed over 3,000 LF of 12-inch PVC water main to be installed in the busiest portion of Florence's downtown corridor, which is within ODOT's right-of-way. The project included 8 fire hydrants and approximately 40 water service connections, some of which were located on the opposite side of the 80-ft-wide highway. Our team communicated with ODOT throughout design for two primary purposes: 1) Coordinate and minimize the impact that construction would have on approximately 13 traffic detector loops and; 2) Coordinate waterline designs with street and drainage designs being prepared by a separate engineer for ODOT's Revision Florence Highway 101 overhaul project, which occurred following the city's project.

Since the Revision Florence project removed and replaced all existing asphalt within the project boundary, during permitting our team negotiated with ODOT to lessen the amount of asphalt repair that was required. Our efforts saved the City of Florence approximately \$250,000. We also aided the contractor in preparing and executing an ODOT-approved Traffic Control Plan. Civil West provided cradle-to-grave services on this project and completed all tasks within budget, and on schedule.



CONSULTANT TEAM REFERENCES & PAST PERFORMANCE



City of Adair Village - EOR Client

Pat Hare, *City Administrator*

6030 NE William R Carr Avenue, Adair Village, OR 97330

p. 541.745.5507 | e. pat.hare@adairvillage.org

Summary of Services

Since 2008, we have provided Adair Village with complete municipal engineering services, including water, sewer, transportation, and stormwater projects and more. For over 12 years, we have consistently provided design and construction oversight to decrease burdens on City staff. Below is a partial list of our projects with the city over the past five years.

Project List (2016 - Present)

- SDC Plan Update
- Voss Hill Reservoirs
- Developing Sustainable Water Rates
- Willamette River Intake Improvements
- TMDL Support Services
- Wastewater Facilities Plan and Update
- Landfill Leachate Planning
- Water and Wastewater improvement funding support
- Wastewater Treatment Plant Design
- Wastewater Lift Station Improvements
- Development Reviews and Inspections

Public Agency Client References

Civil West serves as a City Engineer or Engineer of Record to a number of communities and specialty districts in Oregon. Below is a partial list of our clients:

- **City of Coos Bay**
Randy Dixon, Public Works Operations Admin.
541.269.1181 ext. 2201
- **City of Hubbard**
Mike Krebs, Public Works Director
503.982.9429
- **Seal Rock Water District**
Adam Denlinger, General Manager
541.563.4447
- **Fairview Water District**
David Pace, Manager
503.842.4333
- **City of Myrtle Point**
Darin Nicholson, City Manager
541.572.2626
- **City of Toledo**
Judy Richter, City Manager
541.635.2003
- **Harbor Sanitary District**
Kelly Beebe, District Manager
541.469.5225



FEE SCHEDULE

Civil West Engineering Services, Inc. - 2021 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Principal Engineer	\$165
Project Manager	\$150
Senior Project Engineer	\$145
Project Engineer	\$134
Engineering Technician	\$114
Staff Engineer	\$84
Inspector 1	TBD
Inspector 2	\$134
Inspector 3	\$114
Engineering Intern	\$50
Clerical	\$52
Surveying	
Senior Surveyor (PLS)	\$150
Senior Survey Technician	\$120
Survey Technician	\$103
1-person Survey Crew	\$160
2-person Survey Crew	\$188
3-person Survey Crew	\$225
REIMBURSABLES	
Mileage - or current IRS Rate	\$0.575
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%

Below is the 2021 Civil West Engineering Services fee schedule. These rates are valid through December 25, 2021. Civil West rate adjustments occur annually and are effective on December 26th of each year. Annual rate adjustments will not exceed 2% increase annually without client approval. We also take into consideration the local economies we live and work in when we complete our annual rates adjustments.

Team Classifications:

Principal Engineer: Keven Shreeve
 Project Manager: Tim Gross
 Project Engineer: Andrew Matsumoto
 Jerek Hodge
 Dan Vaage
 James Paramenter
 Matthew Boley
 Lee Ritzman





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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(s).

PRODUCER	Grenfell Insurance & Financial Services, Inc. P O Box 191 Hamilton, MT 59840 License #: 0022631	CONTACT NAME:	Corey Johnson	
		PHONE (A/C, No, Ext):	(406)363-0430	FAX (A/C, No): (406)363-0432
		E-MAIL ADDRESS:	corey@grenfellinsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Civil West Engineering Services Inc 486 E St Coos Bay, OR 97420	INSURER A:	WaterColor Management	
		INSURER B:	Liberty Mutual Insurance Company	
		INSURER C:	AmTrust Financial Services Inc.	
		INSURER D:		
		INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 00002178-144110

REVISION NUMBER: 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1M/2M Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		EPK-132208	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS60246738	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		EFX-115832	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	SWC1254648	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability		EPK-132208	09/01/2020	09/01/2021	Each Occurren 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Civil West Engineering Services, Inc. has granted the officers and employees as additional insureds for ongoing and completed operation, coverage is primary and non-contributory, A waiver of subrogation is granted in favor of additional insureds on a contractual basis.

Blanket Additional Insured CG 20 10, Ongoing Operations

Blanket Additional Insured CG 20 37 - Completed Operations

Blanket Waiver of Subrogation and Blanket Primary & Non-Contributory

CERTIFICATE HOLDER

CANCELLATION

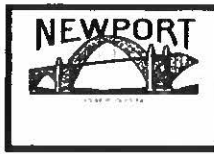
For Quoting Purposes
For Quoting Purposes
Hamilton, MT 59840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CSJ)

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**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Consultants of Record Agreements

Date: 4/9/21

Statement of Purpose: Agreements for 3 years of consulting services. 9 agreements

Department Head Signature: [Signature]

Remarks, if any: David and CIS already reviewed.

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Date: <u>4/5/21</u>	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature]

Date: 04-09-21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature]

Date: 4/20/2021

Date posted on website: 4/21/21

