

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.

THE CITY

Document: Coff	man	Engi	neer.	r G	instruct	Date:	8/1	6/22
Statement of Purpose	: _A	91-41	L wi	t.	Coffa	Let 11	Eng .n.	cars of the
Cathodic 1	Proto	atri	A	iks and the second s	not			
Department Head Sig	nature		se	1.	5 16	Zu -	,	
Remarks, if any:								
City Attorney Review	and Si	gnature		res	D.C	Ul	ei_	Date: 8/29/2022
Other Signatures as F	Reques	ted by t	he City	Attorr	ney:			
							Name/ Date:	Position
Budget Confirmed:	Signatu Yes	ire Ø	No	٥	N/A	0		
Certificate of Insuran	ce Atta	ched:	Yes	Ø	No		N/A	D
City Council Approva	I Need	ed:	Yes	۵	No		Date:	λ.

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.

Mu

City Manager Signature:

Date: 9 - 7 - 22

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:	Date:
Date posted on website:	

Sign-Off Sheet for Documents Obligating the City - Rev. 1/18



CITY OF NEWPORT, OREGON DRAFT PROFESSIONAL SERVICES AGREEMENT

Cathodic Protection Assessment

THIS AGREEMENT is between City of Newport, an Oregon municipal corporation (City), and Coffman Engineers, Inc., a private corporation, which is registered to practice Engineering in the State of Oregon (Consultant).

RECITALS

A. Pursuant to public contracting rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Professional Engineering Services.

B. After reviewing all proposals, the City has selected Coffman Engineers 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 consultant 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, up to a maximum amount payable of \$33,945. 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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 1 of 19 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.

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 2 of 19

- 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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 3 of 19 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.

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 4 of 19 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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 5 of 19

7)

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.

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

3)

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.

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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 6 of 19

C.

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 solely to the proportionate extent caused by the 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 AGREEMENT (rev. 2/2021) Page 7 of 19

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.

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 8 of 19

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:

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 9 of 19 David Powell, PE Public Works Director 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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 10 of 19 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

IF TO CONSULTANT

David Powell, PE	Tyler Doil; PE
Public Works Director	Principal, Corrosion Control Engineering
City of Newport	Coffman Engineers, Inc.
169 SW Coast Highway	329 NE Couch Street, Suite 203
Newport, OR 97365	Portland, OR 97232
541-270-4142	406-943-0232
d.powell@newportoregon.gov	tyler.doil@coffman.com

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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 11 of 19 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.

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021)
Page 12 of 19

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

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021)
Page 13 of 19

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
- 8. 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.

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 14 of 19 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 R. Nebel, City Manager

Date: 09-07-22

COFFMAN ENGINEERS: By: _ 1 yes Principal Its: _

Date: _____9/12/2022

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 15 of 19

EXHIBIT A CONSULTANT'S FEE SCHEDULE

PROFESSIONAL SERVICES AGREEMENT (rev. 2/2021) Page 16 of 19



August 2, 2022

David Powell, PE City of Newport Public Works Department 169 SW Coast Highway Newport, OR 97365

Reference: City of Newport Cathodic Protection Assessment Fee Proposal

Dear Mr. Powell:

Coffman Engineers Inc. (CEI) is pleased to submit the following fee proposal to provide corrosion control engineering services for the City of Newport in response to Project 2022-22 Request for Proposal (RFP) Cathodic Protection Assessment.

We understand that the City of Newport (City) is seeking a cathodic protection expert to provide a comprehensive assessment of the current status and performance of the City's existing cathodic protection (CP) systems. After initial review, the City has asked for a fee proposal to aid in the selection process. The scope of services listed below is based on the RFP, revised Request for Quote dated July 22, and preliminary review of the provided CP records. The scope of services is specific to each asset to provide a comprehensive assessment of the City's existing cathodic protection systems in accordance with industry standard and best practices. in the second of the second second

Scope of Services:

Task 1 – Project Management

- 1. Provide a qualified Project Manager/Primary Contact to manage the project.
- 2. Coordinate City Project Manager or designee and City staff, as required.
- 3. Prepare and submit monthly invoices in accordance with City requirements.
- 4. Communicate need for additional information, reviews, or proposed changes to the scope of work and schedule.

Task 2 – Meetings

- 1. Facilitate a Project Kickoff Meeting.
- 2. Facilitate two remote Project Progress Meetings.

Task 3 – Review Existing Records

- 1. Perform a technical review of existing records provided by the City of Newport as available which include, but are not limited to:
 - a) Pipeline drawings

- b) Reservoir drawings
- c) Clearwell drawings
- d) CP system drawings
- e) Historical CP survey reports and data
- f) Memos and field notes

Task 4 – Perform Field Analysis

- 1. All Assets
 - a) Contact NW Natural Gas personnel regarding foreign CP system and coordinate interruption of influencing (or suspected influencing) CP systems. Record CP system location, groundbed type, and output.

- b) Photographically document rectifiers, test stations, and associated CP system components, as applicable.
- c) Record submeter GPS coordinates of rectifiers and test stations.
- 2. Siletz River Raw Water Transmission Main (Impressed Current and Galvanic)
 - a) Obtain rectifier output and individual anode measurements. Inspect and clean rectifier and positive junction box.
 - b) Temporarily install portable GPS-synchronized interrupters at the rectifier and three (3) galvanic anode test stations.
 - c) Obtain interrupted (on and instant-off) DC pipe-to-soil potential measurements at the 27 established test point locations. Evaluate the levels of CP afforded to the pipeline and presence of DC stray current interference.
 - d) Obtain AC pipe-to-soil potential measurements at the 27 established test point locations. Evaluate the presence of AC stray current interference.
 - e) Obtain fixed cell potential measurements to evaluate electrical isolation between the intake facility and other structures, as applicable. Evaluate electrical continuity of the pipeline.
 - f) Test belowground isolation fittings by CE-IT, where applicable.
 - g) Remove portable interrupters at the rectifier and three (3) galvanic anode test stations.
- 3. Plant Effluent and Raw Sewage Pipelines North and South of Yaquina Bay (Galvanic)
 - a) Obtain anode open circuit potentials and current output for galvanic anodes.
 - b) Obtain interrupted (on and instant-off) DC pipe-to-soil potential measurements using a portable reference electrode and the zinc stationary reference electrodes on both pipelines at the 12 established test point locations by manually interrupting the local galvanic anodes. Evaluate the levels of CP afforded to the pipeline and presence of DC stray current interference.
 - c) Obtain AC pipe-to-soil potential measurements on both pipelines at the 12 established test point locations. Evaluate the presence of AC stray current interference.
 - d) Obtain fixed cell potential measurements to evaluate electrical isolation between casings and other structures, as applicable. Evaluate electrical continuity of the pipeline segments.

- e) Obtain cell-to-cell potential measurements and perform Ref-Check on the zinc stationary reference electrodes. Evaluate accuracy and contact resistance of stationary reference electrodes.
- f) Test belowground isolation fittings by CE-IT, where applicable. Evaluate operational status of isolation fittings.
- 4. Plant Effluent and Raw Sewage Pipelines Yaquina Bay Crossing (Impressed Current)
 - a) Obtain rectifier output and individual anode measurements at two rectifiers. Inspect and clean rectifiers and associated components, as applicable.
 - b) Temporarily install portable GPS-synchronized interrupters at the rectifiers.
 - c) Obtain interrupted (on and instant-off) DC pipe-to-soil potential measurements on both pipelines on-shore near the rectifiers and at the shorelines. Evaluate the levels of CP afforded to the pipeline and presence of DC interference.
 - d) Obtain AC pipe-to-soil potential measurements on both pipelines. Evaluate the presence of AC stray current interference.
 - e) Remove portable interrupters at the rectifiers.
- 5. NE 71st, Yaquina Heights, and South Beach Reservoirs (Impressed Current)
 - a) Obtain rectifier output and individual anode measurements. Inspect and clean rectifiers and associated system components, as applicable.
 - b) Temporarily install portable GPS-synchronized interrupters at the rectifiers.
 - c) Obtain interrupted (on and instant-off) tank-to-water potential measurements using stationary and portable reference electrodes. Evaluate the levels of CP afforded to the internal surfaces of the tank.
 - d) Obtain depolarized tank-to-water potential measurements using stationary and portable reference electrodes as deemed necessary after a 36-hour depolarization period.
 - e) Obtain cell-to-cell potential measurements and evaluate the accuracy of stationary reference electrodes.
 - f) Remove portable interrupters at the rectifiers.
- 6. Yaquina Heights and South Beach Reservoirs (Galvanic)
 - a) Obtain galvanic anode open circuit potentials and current output for galvanic anodes protecting tank inlet/outlet piping.
 - b) Temporarily install portable GPS-synchronized interrupters at two (2) galvanic anode test stations per reservoir.
 - c) Obtain interrupted (on and instant-off) pipe-to-soil potential measurements using a portable reference electrode and zinc stationary reference electrodes at the test stations. Evaluate the levels of CP afforded to the inlet/outlet piping.
 - d) Test belowground isolation fittings by CE-IT, where applicable. Evaluate operational status of isolation fittings.
 - e) Obtain fixed cell potential measurements to evaluate electrical isolation between tank and other structures, as applicable. Evaluate electrical continuity of the piping.
 - f) Obtain depolarized pipe-to-soil potential measurements using a portable reference electrode and zinc stationary reference electrodes after a 36-hour depolarization period.

- g) Obtain cell-to-cell potential measurements and perform Ref-Check on the zinc stationary reference electrodes. Evaluate accuracy and contact resistance of stationary reference electrodes.
- h) Remove portable interrupters at the two (2) galvanic anode test stations.
- 7. Water Treatment Plant Clearwell (Impressed Current)
 - a) Obtain rectifier output and individual anode measurements. Inspect and clean rectifier and associated system components, as applicable.
 - b) Temporarily install portable GPS-synchronized interrupters at the rectifier.
 - c) Obtain interrupted (on and instant-off) tank-to-water potential measurements using stationary and portable reference electrodes, while manually interrupting the rectifier. Evaluate the levels of CP afforded to the internal surfaces of the tank.
 - d) Obtain depolarized pipe-to-soil potential measurements using a portable reference electrode and stationary reference electrodes, as applicable, after a 36-hour depolarization period.
 - e) Obtain cell-to-cell potential measurements and evaluate the accuracy of stationary reference electrodes.
 - f) Remove portable interrupters at the rectifiers.

Task 5 – Prepare Draft and Final Reports

- 1. Develop Draft Report including the following:
 - a) Executive Summary
 - b) CP Criteria
 - c) Summary of Assets w/Maps
 - d) Test Results & Analysis
 - e) Estimate of System Longevity
 - f) Recommendations for Remediation and Regular Testing/Inspections Intervals
- 2. Submit Draft Report to City for review.
- 3. Facilitate Draft Report Review meeting.
- 4. Develop and Submit Final Report incorporating all City review comments from Draft Report submittal.

Task 6 – Project Closeout

- 1. Submit supplemental field information, including:
 - a) Pictures of all CP test stations and rectifiers, organized by asset and location.
 - b) Comprehensive Google Earth KMZ file with test stations and rectifiers, organized by asset and feature.

Assumptions:

1. City of Newport will provide contact information for key personnel and site access requirements for all facilities and third-party properties.

- 2. One (1) mobilization will be performed to complete the field testing and will not exceed seven (7) days including travel to/from Newport. Field testing will be performed by two (2) engineers.
- 3. Potential measurements for the Yaquina Bay crossing will be obtained on-shore at select locations using copper-copper sulfate reference electrodes. Offshore potential measurements will be obtained at the shorelines using silver-silver chloride reference electrodes.
- 4. The NE 71st, Yaquina Heights, and South Beach Reservoirs, and Clearwell, are equipped with stationary reference electrodes inside the tanks.
- Depolarized potentials will be obtained for the NE 71st, Yaquina Heights, and South Beach Reservoirs and inlet/outlet piping (both galvanic and impressed current CP systems) as records indicate partial/depressed levels of protection.
- 6. Depolarized potentials will not be obtained for the Siletz Water Transmission main as static (depolarized) potential measurements are available.
- 7. Depolarized potentials are not possible for the Plant Effluent and Raw Sewage on-shore pipelines as records suggest directly connected galvanic anodes exist between test stations.
- 8. Depolarized potentials will not be obtained for the Plant Effluent and Raw Sewage Pipelines Yaquina Bay crossing as the impressed current system is likely providing adequate levels of CP.
- 9. Field work outside of City of Newport facilities can be performed seven days/week. Field work inside City of Newport facilities can be performed during regular business hours.
- 10. If traffic control is required to safely access CP test stations, traffic control will be provided by the City of Newport.
- 11. All test stations can be accessed by standard vehicle and/or reasonable walking. The use of an all-terrain vehicle (ATV) will not be required.
- 12. All flush-to-grade test stations can be easily located and accessed. Effort to locate test stations will not exceed 30 minutes.
- 13. Portable GPS-synchronized interrupters will be required and provided by CEI.
- 14. The only foreign cathodic protection systems that may require interruption are operated by NW Natural Gas. If necessary, foreign systems will be interrupted by NW Natural Gas personnel.
- 15. Required PPE for field work will include steel toed boots, hard hat, safety glasses, and high visibility clothing. Specialized equipment such as fall protection harnesses will not be required to perform the stated scope of services.
- 16. All deliverables will be submitted in electronic format.

Exclusions:

- 1. Additional mobilizations.
- 2. Depolarized potential measurements beyond what is stated in the scope of work.
- 3. Test station repairs.
- 4. Effort to locate missing flush-to-grade test stations with specialized equipment.
- 5. Potential measurements across Yaquina Bay via drop cell or towed fish method with the use of a boat.
- 6. Under-tank potential measurements.
- 7. Manual interruption of foreign CP systems by installation and removal of portable GPSsynchronized current interrupters.
- 8. Close interval survey.
- 9. Adjustments to existing CP systems and resurvey of test point locations.
- 10. Cathodic protection design services.

Schedule:

The schedule to complete the scope of services will be mutually agreed upon.

Fee Estimate:

The following time and expense (T&E) fee, not to exceed without approval, is proposed to complete the scope of services in accordance with the attached rate schedule and proposed edits to the City of Newport standard terms and conditions.

- Task 1 \$1,880
- Task 2 \$1,050
- Task 3 \$2,680
- Task 4 \$18,840
- Task 5 \$4,240
- Task 6 \$740
- Incidentals \$4,515
 - o TOTAL: \$33,945

Thank you for the opportunity to work with you on this project. Please let me know if you need additional information or if I can be of further assistance.

Sincerely,

COFFMAN ENGINEERS, INC.

14

Tyler Doil, PE Principal, Corrosion Control Engineering NACE Cathodic Protection Specialist #32055

Attachments: Rate Schedule

City of Newport Standard Terms and Conditions with Proposed Edits



CITY OF NEWPORT RATE SCHEDULE

Effective January 1, 2022

DESCRIPTION	HOURLY BILLING RATE
SENIOR PROJECT MANAGER/ECPIV	170.00
ENGINEER III/ECPIII	140.00
ENGINEER II/ECPII	130.00
ENGINEER I/ECPI	120.00
PROJECT CONTROLS IV	100.00
PROJECT CONTROLS III	90.00
PROJECT CONTROLS II	80.00
PROJECT CONTROLS I	70.00
CLERICAL	70.00

* CP represents NACE Cathodic Protection Level ** TCP represents Cathodic Protection Technician *** ECP represents Cathodic Protection Engineer

REIMBURSABLE EXPENSES

PER DIEM

Per Diem for meals and incidentals (M&I) will be charged at \$60 per day per person.

SUPPLIES AND OTHER SERVICES

The following equipment, supplies, and other services will be billed at actual cost:

- Airfare, lodging, fuel, and car rental.
- Postage, shipping, and freight delivery.
- Materials.
- Permits, licenses, and fees having authority over the project.

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

ADVERTISEMENT CITY OF NEWPORT PUBLIC WORKS DEPARTMENT REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES

The City of Newport seeks proposals from experts in the field of corrosion engineering to evaluate the current status and performance of the City's existing cathodic protection systems. Depending on the facility requirements, the City has both pipelines and water storage tanks that are protected by either impressed current systems or galvanic anode systems. Some of the City facilities were checked as recently as 2021. Some systems have not been checked since their installation in 2002. The City seeks a comprehensive review of all its cathodic protection systems.

The City anticipates some of its cathodic protection systems are beyond their useful life. A follow-up project to remediate, replace, and/or redesign, and construct new cathodic systems may be required as a result of the consultant's analysis. This work will be scoped and advertised separately from this scope of work. The City will utilize the consultant's work products from this assessment to determine a scope of work for a subsequent project.

Proposals must be physically received by July 8, 2022, not later than 3:00 PM PST (main lobby clock), in the City of Newport Public Works Department located at 169 SW Coast Hwy, Newport OR, 97365. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will be considered unresponsive and will be returned to the proposer unopened. For further information, contact the City's Project Manager, David Powell P.E., Public Works Director at 541-270-4142 or by email at d.powell@newportoregon.gov. Consultant selection is anticipated to result in the issuance of a contract for professional architectural and engineering services in a form substantially similar to the one provided in this RFP.

Proposal documents may be downloaded from OregonBuys.gov. Any addenda that may be issued relating to this RFP will be available from OregonBuys.gov, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All Proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to ten (10) pages and must include the services of a Professional Engineer registered in the State of Oregon.

Consultant selection will be based upon weighed criteria as set forth in this Request for Proposals and will include criteria including, but not limited to: similar project experiences, general experience, staffing availability, schedule, and response time.

The City of Newport reserves the right to cancel this procurement or reject any and all Proposals in accordance with ORS 279B.100.

David Powell, PE, Public Works Director

RFP for Project No. 2022-22

REQUEST FOR PROPOSALS

Professional Engineering Services for PROJECT NO. 2022-22 CATHODIC PROTECTION ASSESSMENT

PROJECT NO: 2022-22

PROJECT TYPE: Professional Engineering Services

PROPOSALS DUE: No later than: 3:00 PM July 8, 2022

SUBMIT PROPOSALS TO: City of Newport

City of Newport Attn: David Powell P.E. Public Works Department 169 SW Coast Hwy, Newport Oregon 97365

CITY PROJECT David Powell P.E. MANAGER: Public Works Director

PROJECT SCHEDULE: Completion no later than: September 31, 2022

CITY OF NEWPORT DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSALS PROJECT NO. 2022-22 CATHODIC PROTECTION SYSTEMS EVALUATION

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Newport is seeking proposals from experts in the field of corrosion engineering to evaluate the current status and performance of the City's existing cathodic protection systems. The objectives of this project are:

- Determine the status of known cathodic protection systems within the City
- Gather all cathodic system information into one document
- Document monitoring and reporting requirements
- Create Standard Operating Procedures (SOPs) for inspection, documentation, testing, monitoring and reporting on the condition of cathodic protection systems
- Determine whether remedial action is required for individual cathodic protection systems
- Provide a final report summarizing the work, and develop a written, detailed plan for mitigating, replacing, and constructing cathodic protection systems that are near, have reached, or are beyond, their useful life

The consultant shall review existing documentation supplied to them by the City including design reports, drawings, inspection logs, and memos. The consultant will field verify operation of all known impressed current corrosion protection systems. Consultant shall evaluate all known galvanic corrosion protection systems. This scope includes the following activities:

- Review reports, memos, field records, drawings and designs
- Perform structure-to-soil electrical potential measurements
- Verify operation of isolation joints, where appropriate
- Measure and verify anode current output
- Perform rectifier check for impressed current systems
- Provide recommendations for regular interval inspections and testing
- Estimate the longevity of each anode system
- Provide a written report which includes maps, field and meeting notes, findings, conclusions, and recommendations
- Provide an overview summary map showing all the known cathodic systems
- 1.2 Background Information

The City of Newport has initiated a number of projects over the years that have had differing requirements for cathodic protection. Some projects required impressed current systems, some involved galvanic systems, and many had no requirement for cathodic protection at all.

This project will likely be implemented over several years in three or more phases:

- Phase 1: Assessment (this project)
- Phase 2: Remediation and Design (future)
- Phase 3: Construction (future)

1.3 Reference Documents

The City will provide maps, reports, inspection logs, memos, and reference documents as necessary for the consultant to review.

SECTION 2 - SCHEDULE

The schedule of events listed below represent City's estimated schedule for this request for proposal. This schedule is SUBECT TO CHANGE and will be adjusted as required.

	EVENT	DATE
1.	Request for Proposal released	6/10/2022
2.	Last date for request for changes/questions	6/24/2022
3.	Closing Date (last day to submit Proposals)	7/8/2022
4.	Responses Evaluated	7/15/2022
5.	Interviews Held (none)	
6.	Notice of Intent to Award Announced	8/1/2022
7.	Finalize Contract (NTP)	8/5/2022
8.	Expected Project Completion	9/31/2022

SECTION 3 - SCOPE OF SERVICES

3.1 Requirements

Depending on the facility requirements, the City has pipelines and water storage tanks that are protected by either impressed current systems or galvanic anode systems. Some of the City facilities were checked as recently as 2021. Some systems have not been checked since their installation in 2002. The City seeks a comprehensive review of all its cathodic protection systems.

The City's known cathodic protection systems are summarized in Table 1.

Table 1: Cathodic Protection Systems

Facility	Туре	Number of Stations	Last Inspection
Siletz River Transmission Pipeline	Impressed Current	24	2013
Siletz River Transmission Pipeline	Galvanic	3	2013
NE 71" Tank	Impressed Current	1	2021
South Beach Tank	Impressed Current	I	2019
Yaquina Heights Tank	Impressed Current	1	2019
Water Treatment Plant Clearwell	Impressed Current	1	2012
Raw Sewage Force Main	Galvanic	12	2002
Plant Effluent Force Main	Galvanic	÷la, suit l'un suit	
Under bay crossing WWTP Effluent	Impressed Current	2	2021
Under-Bay crossing WWTP Raw Sewage	Impressed Current		2021
Yaquina River Crossing	Impressed Current	2	Unknown

The consultant shall review existing documentation supplied to them by the City including design reports, drawings, inspection logs, and memos. The consultant will field verify operation of all known impressed current corrosion protection systems. Consultant shall evaluate all known galvanic corrosion protection systems. This scope includes the following activities:

- Review reports, memos, field records, drawings and designs
- Perform structure-to-soil electrical potential measurements
- Verify operation of isolation joints, where appropriate
- Measure and verify anode current output
- Rectifier check for impressed current systems
- Provide recommendations on regular interval inspections and testing
- Estimate the longevity of each anode system
- Provide a written report which includes maps, field and meeting notes, findings, conclusions, and recommendations
- Provide an overview summary map showing all the known cathodic systems

The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.

The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.

The Consultant and the City staff will meet as required during project duration. The objectives of the meetings will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with city project manager or his designee, and City staff.

The Consultant shall prepare monthly invoices and progress reports including the following:

- Work completed during the month by work task as a percentage of completion.
- Needs for additional information, reviews, or changes to the Scope of Work.
- Scope, schedule, and budget issues and changes.

SECTION 4 - EVALUATION CRITERIA

Written Proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

- 4.1 Project Approach (20 pts)
 - a. Describe how your firm is organized
 - b. Describe your approach to accomplishing the project
 - c. Provide a milestone project schedule supporting your approach
 - d. Provide a summary of relevant work experience
 - e. Provide a description of three (3) projects in the last ten (10) years, involving similar work to those listed in the scope of work.
 - f. Indicate members of the proposed project team, if any, who worked on the example projects, and their involvement.
 - g. Submit references for three of the projects described above. Include the Owner's name, organization name, contact name, contact email and phone.
- 4.2 **Project Experience (20 pts)**
 - a. Provide a description of the proposed organizational structure to be used for the project.
 - b. Provide a list of the key staff proposed for this project.
 - c. Submit resumes that support each key staff's relevant experience (will not count against page limit)
 - d. Indicate which individual will manage the project and be the primary contact.
- 4.4 Proposer Ability to Successfully Complete Similar Projects on Time and Within Budget (30 pts)

For each of the three (3) projects listed above, provide a brief description of whether the project was completed on time and on budget. Briefly explain the reason for any revisions

Scori	ng
	Scori

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Experience	20	A TRACT A COURT
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30	un un et annu a stàite Tha ann agus an an Stàite
-3.00 g	Total	80	

SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of three City employees. The total number of points possible for written Proposals is 80.

5.1 Right of Rejection

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the Proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness, are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest. A Proposal from a debarred or suspended Proposer shall be rejected.

5.2 References

The City reserves the right to check any and all sources for information on a Proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

5.4 Responsibility

The City reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

City reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing.

5.6 Interviews

The City will not conduct interviews for this project.

5.7 Finalist Selection

The firm with the highest total score as a result of written proposal scoring will be considered the finalist.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, following approval of a contract by the City Council, if required.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Personal Services Agreement ('PSA"). The PSA will include the City's Standard Terms and Conditions and the final scope of work and fees.

SECTION 6 - CONTRACT

6.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The Proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted for review. Unconditional refusal to accept contract provisions will result in proposal rejection.

6.2 Contract Duration

Phase 1: Assessment (September 31, 2022) Phase 2: Remediation and Design (Future) Phase 3: Construction (Future)

6.3 Contract Payment

Contingent upon City's need, consultant's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete the project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Newport City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount

6.2 Business License Required City of Newport The selected consultant must have or acquire a current City of Newport business license prior to conducting any work under the contact.

6.3 Insurance Requirements

Contactor shall at its own expense provide the following insurance:

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:

David Powell, PE Public Works Director City of Newport 169 SW Coast Highway Newport, Oregon 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.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Newport in writing.

All work performed by the contractor shall follow all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - INSTRUCTIONS TO PROPOSERS

7.1 General

All Proposals and any resulting contracts are subject to the provisions and requirements of Oregon Revised Statutes Chapters 279A and 279B and to the Newport Municipal Code (NMC) Chapter 2.30. Engineering contracts are further subject to ORS Chapter 279C.

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through Oregonbuys.gov. All updates, addenda, and related communications will be published through Oregonbuys.gov. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten in 12-point font minimum.
- Except for proposer attachments, proposal form, cover letter and resumes, the Proposal shall contain no more than 10 pages.
- Cover Letter, proposal form and resumes do not count against the 10-page limit.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile Proposals shall be accepted.
- The electronic submission of a Proposal will not be permitted.
- To be considered, all Proposals must be received by the City prior to the date and time set for Proposal closing.
- A total of three original (wet signatures), complete Proposals shall be submitted to the City prior to the date and time set for closing.
- One (1) digital copy of the complete Proposal shall be submitted via email to D.Powell@newportoregon.gov.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this Request for Proposals.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

7.7 Definitions

For the purpose of this RFP:

- "Agency" or "City" means City of Newport.
- "Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays. "Calendar days" or "days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.
- "Council" means City of Newport Council
- "Department" means the City of Newport Public Works Department.
- "Manager" means the City of Newport Project Manager.
- "Proposers"- All firms submitting proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".
- "Qualification Based Selection" or "QBS" (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.
- "RFP" means Request for Proposals.
- "Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.
- "Services" means the services to be performed under the Contract by the Consultant.
- "Statement of Work" means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted electronically to the City's Project Manager listed in the advertisement for this RFP, at 169 SW Coast Hwy, Newport, Oregon 97365. All questions must be received not later than June 24, 2022. Send questions to: <u>d.powell@newportoregon.gov</u>. Copy all questions to C.Paul@NewportOregon.gov.

Answers to questions received by City, which are deemed by the City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by the City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addenda to registered proposers but will

City of Newport

do so as a courtesy only. All official addenda will be issued through Oregonbuys.gov and it shall be the proposer's sole responsibility to acquire any and all addenda pertaining to the RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer's written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST Proposal No. 2022-22: City of Newport Public Works Dept. ATTN: David Powell; PE Public Works Director 169 SW Coast Hwy Newport, OR 97365

City Response: The City may reject without consideration a Proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the Proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a Proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

7.10 Protest of Contract Award

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of another or any Proposer who contends that the provisions of this RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to this RFP within seven (7) calendar days after the date of the notice of intent to award. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapters 279A, 279B, or 279C, the City of Newport Municipal Code, or the City's procedures for screening and selection of persons to perform personal services.

7.11 Proposal Modification City of Newport Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.12 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the City Engineer prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.13 Proprietary Information

The City is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

The entire Proposal cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed." This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential." Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentially. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction.

7.14 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing, and calendar with the selected proposer. By submitting a Proposal, the selected Proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may have been modified or reserved by the City for negotiation. Any Proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.15 Proposal Opening

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the Newport City Hall at 169 SW Coast St., Newport, Oregon 97365.

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information.

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified.

Yes No If yes, indicate which categories below:

Minority Owned Woman Owned Emerging Small Business Veteran Owned

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received:

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Printed Name of Person Signing RFP:

Title:

Signature: _

Email Address:

City of Newport





CITY OF NEWPORT CATHODIC PROTECTION ASSESSMENT

Professional Engineering Services

Project No: 2022-22 July 8, 2022

329 NE Gourn Street Suite 203 (Portiang UR 97,162) 503 562 3500 (www.coffman.com

TABLE OF CONTENTS



Years in Business



1 COVER LETTER

÷		
	2.1 Firm Organization	
	2.2 Our Approach to Accomplishing the Project	
	2.3 Milestone Project Schedule	
1	2.4 Similar Work Experience with References	1
The second	2.5 Relevant Work Experience Summary	
- T	PROJECT EXPERIENCE	a.
	3.1 Team/Personnel Organizational Chart	
	网络小麦 法法律 计算法理论 网络小麦花花花 建于 法法法法律 网络 网络小麦花花 医小麦 医子宫 医子宫 医子宫 医子宫 医子宫炎 医子宫炎 医子宫炎 医子宫炎 医子宫	

1595

3.2 Key Staff	Frankis 20	AP THE LE P	Pia House -		13
ALL TYPE	MERAL L	STORACT REAL	CAN AV ANT		the to the
3.3 Resumes	- Hereina and	A 1. A	54		14 5
		the state of the		A set and a	the second second
ADILITY TO CO	MOI STE DI	PO IECT ON	TIME AND WIT	UIN DIID	CET 20

ATTACHMENTS

Proposal Form		22.22	he B	
Response to Contract Provisions				
Certificate of Insurance	162	1.1.2.4		24
Business License Application				25
	and the second by	in the second	a filling have	the set to set the set





July 8, 2022

David Powell, PE City of Newport Public Works Department 169 SW Coast Highway Newport, Oregon 97365

Subject: Professional Engineering Services for Cathodic Protection Assessment Project No. 2022-22

Dear Sir:

The City of Newport seeks a team of experts in the field of cathodic protection (CP) to provide a comprehensive review of your cathodic protection systems. Coffman would like to be your partner on this project due to our relevant experience, highly qualified team of engineers, and commitment to high quality services.

Recognizing that first impressions are everything—and you don't know us yet!—we are providing a highly personalized, concise, and (hopefully!) engaging qualifications package.

Why You Should Hire Coffman:

- Experienced Team. Our team has provided corrosion control engineering services to multiple clients throughout Alaska, the West Coast, and the Rocky Mountain region for more than 30 years. Our corrosion control group consists of more than 30 engineers and technicians who possess multiple NACE certifications and professional engineering licenses. In contrast to other consultants our corrosion group is primarily staffed with engineers, which allows Coffman to bring an enhanced technical background to this project. All deliverables for this evaluation will be signed by a professional engineer licensed in the state of Oregon with a NACE CP Specialist certification.
- Quality Reporting Our technical approach to CP evaluations focuses on obtaining accurate and complete field data to make clear, concise recommendations for prioritized remedial action. Instead of collecting readings for others to analyze, our field teams continuously analyze the data to fix problems while on-site, if possible. Our reports are setup to allow City personnel to easily communicate the status of the systems to stakeholders.

329 NE Couch Street Suite 203 | Portland, OR 97232 Phone 503 552 3800

.

www.coffman.com



- Multidiscipline Capabilities Our corrosion team integrates with our multi-discipline engineering teams to provide comprehensive design packages. For example, our electrical team can design new AC services for rectifiers and our civil team can provide detailed plans for site work.
- Unbiased Recommendations We are not a corrosion control materials vendor or construction company. Therefore, we provide clients an unbiased perspective during evaluation, design, material selection, and installation of cathodic protection systems.
- On Time Delivery We understand that time is of the essence for this assessment. Based on our proven track record, we are confident in our ability to complete the scope of work on time and on budget in order for the City to make critical decisions for remediation of select CP systems, where required.

Finally, because we know that you have to read a lot of proposals, we want to make reading this one easier. We highlight critical information in **bold orange text** and, where appropriate, condense text with bullet points to facilitate reading. If there is anything else we can provide to help with your decision, please let me know! My contact information is included below; I will serve as your primary point of contact for this project.

We are excited about the opportunity to begin a successful relationship with the City of Newport. We are confident in our ability to provide the services you are seeking, and we look forward to the opportunity to work with your team.

Sincerely,

- Doe

Tyler Doil, PE Principal, Corrosion Control Engineering NACE Cathodic Protection Specialist #32055 Oregon PE License #96722PE tyler.doil@coffman.com 406.943.0232

329 NE Couch Street. Suite 203 | Portland: OR 97232 Phone 503 552 3800

www.coffman.com



We scale quickly and move nimbly, providing solutions that are smart, practical, efficient, and have a positive impact.

2.1 FIRM ORGANIZATION & INFORMATION

Coffman has established itself as a leader in corrosion control engineering and cathodic protection. All corrosion engineers are NACE certified, experienced, and trained for their assigned task. This assures our best effort in technical clarity and meeting our client's needs, with an overall focus on a high quality deliverable on time and within budget. As part of our focus on excellence all the work performed by Coffman's corrosion team, all report deliverables are thoroughly reviewed by a principal engineer to ensure expert evaluation of the data and recommendations.

Our Corrosion Engineering Services Include:

 Field inspection services for the evaluation and optimization of cathodic protection system

Primary Point of Contact

Coffman Engineers **Tyler Doil, PE Principal, Corrosion Control Engineering** 751 Osterman Drive Suite 104 Bozeman, MT 59715 p 406.943.0232 tyler.doil@coffman.com

- Failure analysis to determine and document specific material failure mechanisms performance, including testing of soil resistivity
- Design of corrosion control systems for new and existing pipelines, storage tanks, and structures
- Installation supervision, construction management, and commissioning services
- Consultation services
- Coating selection, specification development, and failure analysis
- Project management of cathodic protection system survey and installation projects

Leadership

The leadership at Coffman has decades of multidiscipline coordination experience in executing complex and challenging projects. Coffman has been a privately held company since it was founded in 1979. We have 27 company officers, all active members of the company. The company is governed by a board of directors comprised of various company owners and additional outside board members.

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment

2. PROJECT APPROACH



Coffman's experienced management team has led the company through multiple economic cycles and achieved profitability in 41 out of 43 years of business, including 19 consecutive years leading up to and including 2021.

Our project management approach puts the responsibility for schedule, budget, quality, and effective communications on the project manager. The project manager serves as a single point of contact for the team, and utilizes a variety of tools to assist with the process.

2.2 OUR APPROACH TO ACCOMPLISHING THE PROJECT

Our corrosion control project approach is based on extensive industry experience and creating a client driven, project specific approach. The approach below was written specifically for this project and the City of Newport.

At Coffman, we believe it is essential to maintain an open line of communication throughout all phases of the project. This includes coordination of field testing, survey progress, and discussion of recommendations and remedial actions.

Phase	
Records Review	Technical review of available information is critical to the successful completion of this project. This phase of work includes review of as-built drawings of the structures of interest, cathodic protection system design documents, and historical CP survey data and reports. Review of these documents provides our team with valuable information about the assets and the existing cathodic protection systems, potential issues that may be encountered during field testing, and a comprehensive understanding of the scope of work.
Field Testing Plan	Based on the information obtained during the records review, we will develop a field testing plan for review by the City of Newport. The testing plan will address which structures and associated CP systems will be tested, specific test methods, and logistics such as site access and specialized equipment. To perform field services efficiently, we will develop datasheets and maps for each asset using historical records. We will also coordinate with local utilities/operators, such as NW Natural Gas, to identify potential sources of AC and

local utilities/operators, such as NW Natural Gas, to identify potential sources of AC and DC stray current interference. Due to the presence of waterway crossings, we'd coordinate with the City of Newport to evaluate the need for CP measurements across waterways to determine the effectiveness of existing systems at these sensitive locations.

2. PROJECT APPROACH

7



After coordination with the City, field testing will likely be conducted in one mobilization. Field testing will include interrupted (on/off) structure-to-soil potential measurement surveys to obtain accurate data for proper assessment of the level of protection. Additionally, testing will include evaluation and testing of electrical isolation fittings, galvanic anode current, rectifier output, and impressed current anode output. Based on preliminary test results, a depolarized potential survey may be performed to further ascertain the effectiveness of the CP systems per NACE criteria. All pertinent mappable information will be geolocated and plotted, and all CP system components will be photographed for documentation of their current condition.

Data Analysis and Technical Reporting



Instead of simply reporting a sheet of cryptic data with a cover sheet and broad summary of the assets, we plan to analyze and present the data to formulate clear, concise recommendations for remedial action and regular interval inspections and testing. The technical report will detail the findings and recommendations from the survey and data review for each asset and will include data and analysis, photographs, and GPS coordinates (submeter if requested). A Google Earth KMZ file of all pertinent mappable information for each asset will be provided to the City for reference.

Coffman's ultimate success is directly attributed to our high standards of quality. Each deliverable goes through a comprehensive system of checks and balances to ensure quality control and excellence while also ensuring the project is completed on time and within budget. This process includes a formal department check, project manager review, and Principle-in-Charge review before final deliverables are submitted.

		Augu	st-September	2022	
Milestone Schedule	AUG. 8TH TO AUG. 26TH	AUG. 29TH - SEPT. 2ND	SEPT. 5TH TO SEPT. 16TH	SEPT. 19TH TO SEPT. 29TH	SEPT. 30TH
Task 1 Records Review					
Task 2 Field Testing Plan		110 24- 14	2 2 2		
Task 3 Data Acquisition & Reporting					
Task 4 Data Analysis &					
Task 5 Submittal					

2.3 MILESTONE SCHEDULE

2.4 SIMILAR WORK EXPERIENCE (including members of the proposed team involved and client references)

PROJECT #1

CITY OF PHOENIX CATHODIC PROTECTION SURVEY, INSPECTION AND CONSULTATION Phoenix, Arizona



Coffman was selected for a 5-year term contract to provide the City of Phoenix cathodic protection inspection services on their water distribution system. The project includes the survey and testing of both galvanic and impressed current cathodic protection systems for ductile iron, prestressed concrete, welded steel, and reinforced concrete pipelines.

RELEVANCE TO THIS CONTRACT:

- Multiple galvanic and impressed current cathodic protection systems.
- Complex piping system.
- Development of CP design and testing standards.
- Variety of pipeline materiels.
- Complex project scheduling with multiple stakeholders.
- Completed on time and within budget.

The survey encompasses over 1200 test points, 900 of which are located near the City of Phoenix Valley Metro light rail transportation system. The overall scope included review of historical documents, development of the city's cathodic protection design standards, soil corrosivity evaluations, structure-to-soil measurements, stray current interference testing, and electrical isolation evaluations to provide the city with specific recommendations for corrosion mitigation. In addition to the scope as stated in the RFP, Coffman improved data collection by setting up cooperative testing with Southwest Gas, obtained anode and pipe open circuit potential measurements, and provided submeter GPS locations for all test stations.

Members of the Proposed Team Involved. Tyler Doil, Ryan Kropp, Robert Nicolli, Marcus Stears

Client Reference: City of Phoenix, Scott Clark, PE, Civil Engineer III, scott.clark@phoenix.gov, 602.534.0455

PROJECT #2

CITY OF ELLENSBURG NATURAL GAS AND WATER STORAGE RESER-VOIRS CATHODIC PROTECTION ASSESSMENT

Ellensburg, Washington



Coffman completed a comprehensive cathodic protection assessment of the City of Ellensburg natural gas piping and water storage reservoirs equipped with cathodic protection systems.

The on-grade, welded-steel water reservoirs ranged between 1-4 million gallons in capacity. The tanks were equipped with either an internal impressed current CP system consisting of a rectifier, internal anodes, and two stationary reference electrodes; or a galvanic anode CP system consisting of a roof-mounted junction box, hanging magnesium rod anodes, and two stationary reference electrodes.

Our scope of work consisted of a detail records review, field testing, evaluation of DC and AC stray current interference, data analysis, review of the City's Operation and Maintenance CP manual, and a compliance audit against state and federal requirements. Final deliverables included development of a comprehensive technical report which included a summary of cathodic protection systems, field test results, analysis of adequate levels of CP per NACE criteria, and recommendations.

Coffman approached this project with a focus on safety, accuracy, and efficiency. From the initial project kickoff meeting, our approach relied on prompt communication and close coordination with City personnel. Early in the project, our team provided a detailed technical review of available CP records and natural gas system information to identify possible issues and solutions. By utilizing Allegro Field Computers during testing, survey data was efficiently measured, GPS-tagged, downloaded for analysis, and submitted.

Members of the Proposed Team Involved: Tyler Doil, Ryan Kropp Client Reference: City of Ellensburg, Darin Yusi, Gas Engineer, yusid@ci.ellensburg.wa.us, 509.962.7229

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment

2. PROJECT APPROACH

PROJECT #2

Coffman has been providing corrosion control engineering services to support the Town of Gilbert's Road Waterline project since February 2020. The overall work scope for

RELEVANCE TO THIS CONTRACT:

- Complex evaluation of corrosion control.
- Variety of pipeline materials.
- Rehabilitation of existing corrosion monitoring and cathodic protection components.
- Cathodic protection system design.
- Completed on time and within budget.

water transmission and distribution piping included third party review for cathodic protection design, gathering of soil resistivity information, cathodic protection design, and consultancy for corrosion mitigation planning and phasing

TOWN OF GILBERT ZONE 1 CONDITION ASSESSMENT Gilbert, Arizona

The corrosion engineering component of this project included an evaluation of the need for a corrosion mitigation strategy for approximately 23,000 feet of transmission water main. The pipeline was installed in the early 1990's, and consists of 2,000 feet of 48-inch ductile iron pipe, 10,700 feet of 36-inch bar wrapped concrete cylinder pipe, and 10,300 feet of 24-inch bar wrapped concrete cylinder pipe. The concrete cylinder portion of the pipeline, 21,000 feet, are within a high voltage AC (HVAC) corridor, with both a 250 kV and a 500 kV power line.

The baseline cathodic protection assessment and corrosion monitoring work package was critical for gathering information related to the rehabilitation of existing corrosion monitoring and cathodic protection components, as well as understanding the potential for galvanic corrosion and AC and DC interference. The baseline study also included the development of a soil resistivity profile along the pipe length, and evaluation of pipeline continuity.

In addition, Coffman provided design and construction support services for the installation of a galvanic anode CP system to protect a 4,300-foot section of 36-inch diameter bar-wrapped concrete cylinder pipe. The galvanic anode design consisted of multiple distributed galvanic anode groundbeds along the pipeline route.

Members of the Proposed Team Involved Tyler Doil, Ryan Kropp, Robert Nicolli, Marcus Stears

Client Reference Black & Veatch, Mike Caruso, PE, Project Manager, carusoME@bv.com, 602.381.4407

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment

2.5 SUMMARY OF RELEVANT WORK EXPERIENCE

The following is a sample of additional relevant corrosion control engineering projects that Coffman has completed, listed to show you the breadth and depth of our experience.

AWWU Water Storage Tank Cathodic Protection Girdwood, Alaska

Testing and commissioning of a mixed metal oxide (MMO) impressed current CP system for a 1-million-gallon water tank.

City of Mesa Signal Butte Water Treatment Plant External Corrosion Evaluation Mesa, Arizona

External corrosion evaluation of a 54" diameter concrete cylinder pipeline; various facility piping including concrete cylinder pipe, cement mortar lined and coated pipe, steel pipe, and ductile iron pipe; and an 83,000 gallon on-grade water storage tank.

City of Hot Springs Raw Water Pipeline External Corrosion Control Evaluation Hot Springs, Arkansas External corrosion control evaluation for proposed construction of a 17-mile 42" and 48"

 spiral welded steel raw water transmission system.
 USACE Tripler Army Medical Center Water Main Cathodic Protection Design, Hawaii Design of a galvanic anode CP system to protect three sections of ductile iron water main

- piping associated with the water distribution system for Tripler Army Medical Center located in Oahu, Hawaii.
- USACE PMRF Barking Sands Building B1115 Cathodic Protection Design Pacific Missile Range Facility (PRMF) Barking Sands. Hawaii Design of galvanic anode CP systems to protect ductile iron water lines, valves, and appurtenances associated with the renovation of Building B1115.
- Home Depot Store #4017 Cathodic Protection Design and Annual Testing Oregon Design, commissioning, and annual testing of an impressed current CP system to protect buried steel piles and ductile iron domestic water and sanitary sewer pipelines. Development of an operation and maintenance manual detailing regular testing requirements and procedures for Home Depot personnel.
- Anaconda-Deer Lodge County Wastewater Treatment Plant Cathodic Protection Design and Commissioning Montana Design of a galvanic anode CP system to protect steel aeration pond piping in direct soil contact.
- Otay Water District Paso de Luz Water Line Replacement Cathodic Protection Design California

Design of a galvanic anode CP system to protect a 250' water line replacement constructed of welded steel pipe, coated with tape wrap and cement mortar.

- City of Aurora Windler Development Cathodic Protection Design Aurora, Colorado Design of a galvanic anode cathodic protection system to protect two sections of rerouted potable water transmission mains.
- Forest View HOA Stormwater Retention Tanks Cathodic Protection Survey Washington Cathodic protection survey of four buried stormwater retention tanks owned by Forest View HOA in Vancouver, Washington.
- Knife River Union Pacific Railroad (UPRR) Cathodic Protection Services Washington Design, construction support, and commissioning of multiple galvanic anode CP systems for water distribution system casings.

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment



succeed. Our clients find they benefit from our size, extensive experience, and diversity.

3.1 ORGANIZATIONAL STRUCTURE

We see ourselves as an extension of your team, and as such, approach every project with dedication and commitment for a successful result. The key personnel proposed are highly trained professionals that communicate in a transparent and collaborative method, coordinating responsibilities with your project stakeholders. The following organizational chart details our team structure.



Engineer Robert Nicolli, NACE Cathodic Protection Technician CPII

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment

3.2 KEY STAFF

Primary Point of Contact/Project Manager

Tyler Doil, PE, NACE Cathodic Protection Specialist

Tyler is a principal corrosion control engineer with 14 years of experience. He is licensed in Oregon and has a NACE CP Specialist certification. Tyler will be the main point of contact for this project and will oversee all aspects of the project including records review, field work, data analysis, and final reporting.

Lead Corrosion Control Engineer

Ryan Kropp, NACE Cathodic Protection Technologist, CPIII

Ryan is a corrosion control engineer with 8 years of experience and has a NACE CP Technologist certification. He will be the lead engineer for this project and will be responsible for technical execution, field work, data analysis, and authoring reports.

Corrosion Control Engineer

Marcus Stears, NACE Cathodic Protection Technologist, CPII

Marcus is a corrosion control engineer with 4 years of experience and has a NACE CP Technician certification. He will be a supporting engineer for this project and will be reviewing City records, performing field testing, and authoring reports.

Corrosion Control Engineer

Robert Nicolli, NACE Cathodic Protection Technician, CPII

Robert is a corrosion control engineer with 5 years of experience and has a NACE CP Technician certification. He will be a supporting engineer for this project and will be reviewing City records, performing field testing, and authoring reports.

Electrical Engineer / Local Office Contact

Andy Yanoshek, PE

Andy is an electrical engineer with 11 years of experience and is licensed in Oregon. He has provided electrical engineering support for new and existing impressed current CP systems. Andy will be a supporting engineer for this project and will review existing rectifiers for compliance with current NEC and Oregon authority of jurisdiction (AHJ) requirements.

Subject Matter Expert

C. Dan Stears, NACE Cathodic Protection Specialist

Dan is a principal corrosion engineer with 38 years of experience. He will provide technical guidance and quality control review of the final report.



```
COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment
```



Years of Experience: 14

Education BS, Mechanical Engineering, University of Idaho



Professional Licenses

OR, Prof Engineer, #96722 (licensed in 8 addt'l states) NACE Cathodic Protection Specialist, #32055 NACE Coating Inspector Level 1, #78599 NACE Internal Corrosion Technologist, #32055



Professional/Community Activities NACE International, Member

TYLER DOIL, PE, NACE CP SPECIALIST

Principal, Corrosion Control Engineering

PROFESSIONAL EXPERIENCE

Tyler has experience in multiple areas of corrosion control and mechanical integrity including cathodic protection, internal corrosion, protective coatings, material selection, forensic analysis, and integrity throughout multiple market sections including oil and gas, water/wastewater, utility, power generation, commercial, and federal. He has worked on a wide variety of assets including pipelines, facility piping, storage tanks, marine structures, and commercial buildings. Tyler has widespread experience in corrosion control engineering and brings a wealth of field experience to each project. He is technically competent in cathodic protection design, construction, testing, and troubleshooting. Tyler is routinely involved with integrity data analysis, risk assessments, ECDA, direct examinations, forensic corrosion evaluations, failure analysis, and material selection/ design. He is familiar with state and federal regulations, industry standards, and best practices. Tyler currently manages corrosion control engineering services throughout the contiguous states.

PROJECT EXPERIENCE

Forest View HOA Stormwater Retention Tanks Cathodic Protection Survey | Vancouver, WA

Principal-in-charge for a cathodic protection survey of four buried stormwater retention tanks in Vancouver, Washington. Project tasks included review of tank drawings and historical CP system information; an interrupted CP survey, a depolarized CP survey, and development of a technical report with test results, data analysis, and recommendations. Specific responsibilities included oversight of project execution, technical guidance, and final approval of project deliverables.

City of Edmonds Cathodic Protection Design | Edmonds, WA

Principal-in-charge responsible for an impressed current CP design to protect a 16" steel casing for a 12" water distribution pipeline routed underway a roadway. Project specific tasks included a site visit; soil resistivity testing; review of subsurface conditions; design calculations; and development of a detailed design package with drawings and specifications.

ADDITIONAL RELEVANT EXPERIENCE

- AWWU Water Storage Tank Cathodic Protection | Girdwood, AK
- BEPC Antelope Valley Station Clarifier Tanks Cathodic Protection Support | Beulah, ND
- City of Aurora Windler Development Cathodic Protection Design Aurora, CO

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment



Years of Experience: 8



BS, Mechanical Engineering, Montana State University



Professional Licenses

NACE Certified Cathodic Protection Technician, #64172

NACE Certified Coating Inspector Level 1, #78608

Transportation Worker Identification Credential (TWIC)



Professional/Community Activities NACE International, Member

RYAN KROPP

Corrosion Control Engineering

PROFESSIONAL EXPERIENCE

Ryan has experience in multiple areas of asset integrity including cathodic protection, internal corrosion, and AC corrosion/interference of various assets including pipelines, facility piping, storage tanks, and condenser water boxes. He is technically competent in cathodic protection construction support and monitoring/testing. Specific experience includes annual CP surveys, close interval surveys, above ground coating surveys, and various areas of CP troubleshooting involving stray current interference, shorted casings, and rectifiers. He is currently supporting multiple corrosion control projects and has experience in field surveys, data analysis, construction support. and technical reporting.

PROJECT EXPERIENCE

Anaconda Deer Lodge County Wastewater Treatment Plant Cathodic Protection Commissioning | Anaconda, MT

Corrosion control engineer supporting commissioning of a galvanic anode CP system protecting steel aeration pond piping in direct soil contact. Commissioning services included an interrupted and depolarized CP survey, function checkout of CP system components, and development of a technical reports with test results, analysis, and recommendations

Forest View HOA Stormwater Retention Tanks Cathodic Protection Survey | Vancouver, WA

Corrosion control engineer supporting a cathodic protection survey of four buried stormwater retention tanks owned by Forest View HOA in Vancouver, Washington. Project tasks included review of tank drawings and historical CP system information, an interrupted CP survey, a depolarized CP survey, and development of a technical report with test results, data analysis, and recommendations. Specific responsibilities included CP surveys and preparing a technical report with test results, data analysis, and recommendations for remedial measures.

ADDITIONAL RELEVANT EXPERIENCE

- AES Cathodic Protection Services | Honolulu, HI
- Aloha Petroleum Cathodic Protection Services | Hilo, Lihue, Kahului, HI
- Alyeska Pipeline Service Company Cathodic Protection Surveys Various, AK
- Alyeska Pipeline Service Company Cathodic Protection Upgrades Various, AK

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment



Years of Experience: 5



Education BS, Chemical Engineering, Montana State University



Professional Licenses

NACE Certified Cathodic Protection Technician, #69539

API 570 Certified Piping Inspector #95437

Transportation Worker Identification Credential (TWIC)



Professional/Community Activities

NACE International, Member

ROBERT NICOLLI

Corrosion Control Engineering

PROFESSIONAL EXPERIENCE

Robert has experience in multiple areas of corrosion control and mechanical integrity throughout multiple markets, including oil and gas, energy generation, utility, water/wastewater, and commercial. He has worked on a variety of assets such as pipelines, facility piping, and storage tanks for transmission pipeline systems, chemical refineries, and energy generation facilities. Robert has extensive project experience in cathodic protection and performs corrosion control engineering support for annual cathodic protection surveys, cathodic protection upgrade projects, cathodic protection design, and various areas of troubleshooting. Robert is regularly involved with field engineering support of corrosion inspections of facility and valve piping, external corrosion direct assessments (ECDA), direct examinations, and gas leak detection. He is currently supporting multiple corrosion control projects throughout Alaska and the contiguous states performing field surveys, data analysis, construction support, ECDA support, and technical reporting.

PROJECT EXPERIENCE

City of Phoenix Water Distribution System Cathodic Protection Design Review | Phoenix, Arizona

Corrosion control engineer supporting a technical review of corrosion control/cathodic protection design drawings and specifications associated with the City of Phoenix Northwest Extension Phase II (NW2) water distribution project. The review consisted of an evaluation of the proposed cathodic protection system and its components to identify inconsistencies and ensure alignment of the NW2 design with existing systems, industry standards, and best practices.

Talen Energy Yellowstone Water Pipelines Cathodic Protection Survey | Colstrip, Montana

Corrosion control engineer supporting the annual cathodic protection survey of Talen Energy's Yellowstone River water transmission pipelines for the coal-fired power plant in Colstrip, MT. Specific project tasks included test point potential measurements, rectifier and anode groundbed measurements, close interval surveys, system adjustments, troubleshooting, and data analysis. Additional corrosion control services included construction support for the installation of new CP test stations across the system.

ADDITIONAL RELEVANT EXPERIENCE

 City of Phoenix Water Distribution System Annual Cathodic Protection Survey | Phoenix, AZ



Years of Experience: 4



BS, Mechanical Engineering, University of Colorado, Boulder



Professional Licenses

NACE Certified Cathodic Protection Technician #201403

Transportation Worker Identification Credential (TWIC)

NFPA 70E Trained



Professional/Community Activities Member, NACE International

MARCUS STEARS

Corrosion Control Engineering

PROFESSIONAL EXPERIENCE

After graduating from the University of Colorado in 2020, Marcus joined Coffman as a corrosion control engineer. He has experience in multiple areas of corrosion control including cathodic protection (CP) monitoring/testing, atmospheric corrosion inspection, AC interference, gas leak detection, material selection, integrity, and CP system design. Specific cathodic protection field work includes CP surveys, close interval surveys, various areas of CP troubleshooting, isolation testing, soil corrosivity testing, and rectifier maintenance and adjustment. He is currently supporting multiple corrosion control projects and has experience with field surveys, design, data analysis, and technical reporting.

PROJECT EXPERIENCE

City of Mesa Signal Butte Water Treatment Plant External Corrosion Evaluation | Mesa, Arizona

Corrosion control engineer supporting an external corrosion evaluation of the Signal Butte Water Treatment Plant located in Mesa, Arizona. Structures included 15,000-foot long 54" diameter concrete cylinder pipeline; various facility piping including concrete cylinder pipe, cement mortar lined and coated (CML&C) pipe, steel pipe, and ductile iron pipe (DIP); and an 83,000 gallon on-grade water storage tank. Specific tasks included review of plant drawings, corrosion monitoring pipe-tosoil potentials, electrical continuity/isolation evaluation, inspection of test stations, anode output measurements, tank-to-water potentials, and development of a technical report with evaluation results, data analysis, and recommendations.

USACE PMRF Barking Sands Building B1115 Cathodic Protection Design | Kauai, Hawaii

Project manager responsible for the design of galvanic anode CP systems to protect ductile iron water lines, valves, and appurtenances associated with the renovation of Building B1115 located at Pacific Missile Range Facility (PRMF) Barking Sands. Project included technical review of existing water main physical data, geotechnical information, and applicable codes and standards; external corrosion control memorandum, galvanic anode calculations; design basis; drawings; specifications; rough order of magnitude cost estimates; engineering considerations, and instruction of field personnel.

ADDITIONAL RELEVANT EXPERIENCE

- Basin Electric Power Cooperative Deer Creek Pipeline Close Interval Survey | Brookings, SD
- City of Phoenix Water Distribution System Cathodic Protection Test Station Repairs | Phoenix, AZ

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment

(



Years of Experience: 11





Professional Licenses

OR, Electrical, #97666

WA, Electrical, #21021920



Professional/Community Activities

Construction Specifications Institute, Certified Construction Document Technologist (CDT)

ANDY YANOSHEK, PE

Senior Electrical Engineer

PROFESSIONAL EXPERIENCE

Andy Yanoshek is a licensed electrical engineer with more than 11 years of experience providing designs for power systems, control and communication systems, and lighting systems, and is also an experienced multidicipline project management. He has worked in a variety of markets throughout his career in both commercial and industrial settings, including military, water and wastewater systems, education, healthcare, housing, food processing, mining, and oil and gas. Andy has extensive experience in modeling power systems in several different programs to provide arc flash hazard, overcurrent coordination, and short circuit studies for new and existing electrical systems.

PROJECT EXPERIENCE

Tesoro Alaska Corrosion Control - Northern Lights Shallow Well Anchorage, AK

Electrical engineer for the design of an impressed current cathodic protection system for a section of a gasoline pipeline. The project included the coordination of a new electrical service with the local utility and design of new AC power distribution, rectifier installation, DC cabling, and connection to the pipeline.

North Slope Borough Gas Pipeline Improvement | Barrow, AK

Electrical engineer for the design of an impressed current cathodic protection system for a section of a natural gas pipeline. The project included the coordination of a new electrical service with the local utility and design of a new equipment shed for housing the electrical equipment, design of new AC power distribution, rectifier installation, telecomm connection for SCADA, DC cabling, and connection to the pipeline.

2021 Alyeska Pipeline Cathodic Protection Upgrades | Valdez, AK

Electrical engineer for the design of an impressed current cathodic protection system for a section of an oil pipeline. The project included the coordination of a new electrical service with the local utility and design of new AC power distribution, rectifier installation, DC cabling, and connection to the pipeline.

ADDITIONAL RELEVANT EXPERIENCE

- EIE426 Fuel tank Replacement | Eielson AFB, AK
- Hilcorp KPL Junction Compression Upgrade | Kenai, AK
- Conoco Alpine Infrastructure Wastewater Collection System | North Slope, AK

COFFMAN ENGINEERS | City of Newport Cathodic Protection Assessment



Years of Experience: 38



Education BS, Chemical Engineering, Montana State University



Professional Licenses

NACE Certified Cathodic Protection Specialist (CP4), #3527

Transportation Worker Identification Credential (TWIC)

Numerous Safety & Owner Specific OQ Training Courses



Professional/Community Activities NACE International

NACE Alaska – Past Section Chairman

C. DAN STEARS

Vice President, Corrosion Control Engineering

PROFESSIONAL EXPERIENCE

Dan has 38 years of experience in all aspects of cathodic protection mitigation. Dan has been working on corrosion control projects in Alaska since 1984, in Hawaii since 2004 and in Montana/North Dakota since 2005. He is technically competent in state and federal regulations, as well as industry standards and recommended practices. Dan has provided expert legal testimonies on a variety of corrosion control issues. He has also served as a technical expert in PHMSA audits and in NOPV/Safety Orders issues as well as he has provided expert testimony before the US Congress on corrosion control issues. Dan is competent in cathodic protection and coatings activities, technically analyzing and/or developing corrosion control programs, proficient at preparing and administering construction documents and contracts, and efficient at planning, coordinating, and supervising contractors/consultants.

PROJECT EXPERIENCE

AWWU Term Contract for Cathodic Protection Services Anchorage, Alaska

Principal-in-charge of corrosion control engineering services provided to AWWU on a term contract basis for multiple years. Work included soil corrosivity testing and analysis, onsite corrosion control evaluations, staff training, technical support at various meetings, design of cathodic protection systems for numerous projects, coatings recommendations and evaluations, and corrosion control design criteria evaluations and recommendations.

Port of Alaska (Formerly Anchorage) AWWU Cathodic Protection Design & Construction Support | Anchorage, Alaska

Principal-in-charge and corrosion control engineer for the majority of the cathodic protection designs and installations for AWWU in the POA area spanning approximately 20+ years. Work included cathodic protection studies, design and construction support services for water pipeline projects that have been installed in the POA area during the timeframe referenced.

Tidewater-Gull Water Main Improvements | Anchorage, Alaska

Corrosion engineer responsible for the design and construction inspection of a galvanic anode cathodic protection system installed to provide corrosion mitigation for the ductile iron pipe (DIP) water main. The cathodic protection system included zinc ribbon and bagged anodes, continuity bonds, test stations, and cables. A project specific coating specification was also developed for the DIP for this project.

4. ABILITY TO SUCCESSFULLY COMPLETE SIMILAR PROJECTS ON TIME AND WITHIN BUDGET

Our prior experience is a direct benefit to your project.

COMPLETING PROJECTS ON TIME AND WITHIN BUDGET

At Coffman, we are proud to say we have an excellent record for completing design projects on schedule for our clients. We have ample staffing to meet shifting demands and workload. We take our client's schedules seriously, and when we commit to a schedule, we will make every effort to meet or beat it. Project managers plan to finish earlier than the scheduled completion date so that there is time for our stringent quality control process. We are aware that unforeseen issues may crop up, but our employees are dedicated to meeting deadlines regardless of the challenges.

Tyler Doil, your project manager for this project, is not only well versed in technical areas, but has many years of experience in the role of prime consultant. He understands the importance of adhering to the established project schedule, in conjunction with keeping a close watch over the project budget.

All of the project experience we provided to you on the previous pages are representative projects that we delivered on time and on budget. We encourage you to speak with our references regarding Coffman's past performance.

Client References

City of Phoenix Scott Clark, PE Civil Engineer III scott.clark@phoenix.gov 602.534.0455 City of Ellensburg Darin Yusi, Gas Engineer yusid@ci.ellensburg.wa.us 509.962.7229 Black & Veatch Mike Caruso, PE Project Manager carusoME@bv.com 602.381.4407

Coffman's success is rooted in our commitment to providing high value, high quality service to our clients. We strive to develop a strong understanding of each client and their priorities, and identify factors that may present challenges. Our goal is to deliver an outstanding project result and create a long standing relationship with the City of Newport.



ATTACHMENTS

1. Proposal Form

2. Response to Contract Provisions

3. Proof of Insurance

4. Business License Application

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information.

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified.

Yes No If yes, indicate which categories below:

Minority Owned Woman Owned Emerging Small Business Veteran Owned

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received: X

PROPOSER INFORMATION:

Coffman Engineers, Inc.

Proposer Company Name

751 Osterman Drive Ste 104, Bozeman, MT 59715

Company Address (from which work will be performed)

406-582-1936

Telephone Number

Fax Number

406-585-8332

91-1053429 FEDERAL ID NUMBER

17

Printed Name of Person Signing RFP: Tyler Doil

Title: Principal, Corrosion Control Engineering

Tyle Dort Signature: .

Email Address: tyler.doil@coffman.com

ATTACHMENT 4. BUSINESS LICENSE APPLICATION



CITY OF NEWPORT APPLICATION FOR BUSINESS LICENSE

City Hall, 169 SW Coast Hwy., Newport Oregon 97365

Coffman Enginer Business Name:	ars, Inc.	1. 1. 1. 1. T.		(7.5. Q). 317		
Business Location:	Street, Suite 203, Por	tland, OR 9	7232			al en ser
Mailing Address:	1. M		and the	142	1.11	A P
Nature of Business:	Engineering Services		-			
Type of Business (V one): Hon Vending	Parking District	cation Rent	al/B'n'B entW	Side	walk Sales"	Taxi y ✓N/A
Number of Employees .:	Business Phone:	552.3800	Busin	ess emai	il:	na, 10 98.
Oregon Contractors Board Licens	e ID	21 - H	E	xpiratio	n Date:	5. 5
Manager or Property Owner:		-	Phon	e Numbe	er:	
Address	an a				. "3 °	
Owner/CEO:		D.O.B.	/		DL #:	5
Home Address (PO Box not valid)					a na s	
Home Telephone: Applicant's failure to supply requ	Cell Phone: uired information, or t	he applican	Em t's submis	ail: ision of f	false or mislead	ling
information, is grounds for deny	ing or suspending the	license.				
I hereby affirm that the above inf	ormation is true to the	best of my	knowledge	e and be	lief:	1

******** FOR OFFICIAL USE ONLY *******

Standard Indust	rial Classification	(SIC) #			
Department	Class Code	Signature/Title	Date	Susiness Application Fee	\$37.00
Zoning	0.003 0000	- Burrer cy fille		Business License Annual Fee	\$123.00
Building Code				Initial Endorsements	
Fire Code				Parking District Surcharge	
Public Works			3.1 .	Sidewalk	
Police				TOTAL	

Revised 6/16/22

COPFMAN ENGINEERS | City of Newport Cathodic Protection Assessment