

CONSULTANT OF RECORD PROFESSIONAL SERVICES AGREEMENT
Architecture Engineering Services

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and GLAS Architects, LLC, an Oregon corporation, which is registered to practice Architecture Engineering in the State of Oregon (Consultant).

RECITALS

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

TERMS OF AGREEMENT

1. Consultant's Scope of Services

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

2. Effective Date and Duration

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

3. Consultant's Fee and Schedules

A. Fee

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

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

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

B. Payment Schedule for Basic Fee

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

C. Payment for Contingency Tasks

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

D. Certified Cost Records

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

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

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

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

G. Schedule

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

4. Ownership of Plans and Documents: Records; Confidentiality

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

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

B. Work Product

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

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

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

C. Confidential Information

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

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

5. Assignment/Delegation

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

6. Consultant is Independent Contractor

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

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

7. Indemnity

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

8. Insurance

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

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

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

A. Commercial General Liability Insurance

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

B. Professional Liability

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

C. Commercial Automobile Insurance

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

D. Workers' Compensation Insurance

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

E. Additional Insured Provision

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

F. Extended Reporting Coverage

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

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

G. Notice of Cancellation

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

H. Insurance Carrier Rating

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

I. Certificates of Insurance

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

J. Primary Coverage Clarification

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

K. Copy of Policy or Certificate of Insurance

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

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

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

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

9. Termination Without Cause

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

10. Termination with Cause

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

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

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

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

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

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

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

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

11. Non-Waiver

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

12. Notice

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

IF TO CITY OF NEWPORT

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

IF TO CONSULTANT:

Trace Ward
Principal
GLAS Architects, LLC
115 W 8th Ave., Suite 285
Eugene, OR 97401
541.686.2014
tracew@glas-arch.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 disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

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

16. Errors

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

17. Extra Work

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

18. Governing Law

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

19. Compliance with Applicable Law

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

20. Conflict Between Terms

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

21. Access to Records

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

22. Audit

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

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

23. Severability

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

24. Industrial Accident Fund Payment

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

25. Arbitration

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

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

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

26. Attorney Fees

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

27. Complete Agreement

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

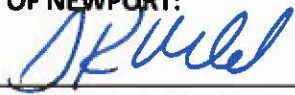
- A. Exhibit A – Consultant's Fee Schedule
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

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

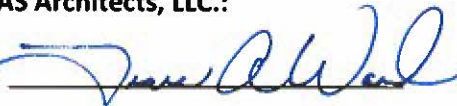
By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT:



Spencer R. Nebel, City Manager
Date: 04-09-21

GLAS Architects, LLC.:

By: 

Its: PRINCIPAL MEMBER
Date: 2-18-2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

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

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

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

EXHIBIT C

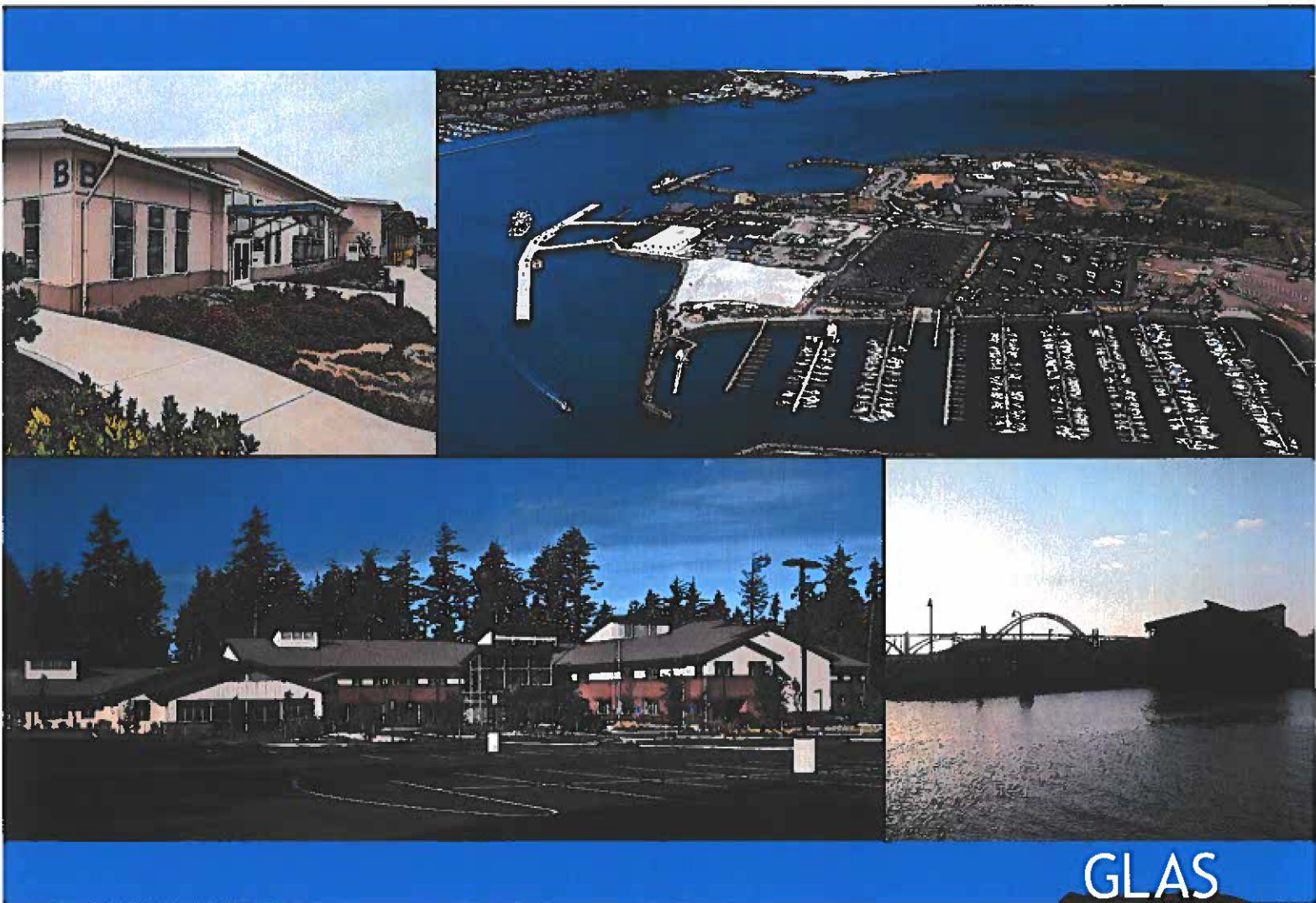
Consultant of Record RFP and Consultant's Proposal

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

CONSULTANT OF RECORD

CITY OF NEWPORT, OREGON

December 15, 2020



GLAS
ARCHITECTS, LLC

December 15, 2020

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

RE: CIVIL ENGINEERING, GEOTECHNICAL, STRUCTURAL, ARCHITECTURE, AND OTHER RELATED PROFESSIONAL SERVICES

Dear Members of the Selection Committee:

GLAS Architects, LLC, is pleased to present our qualifications for Architectural Services in response to the Civil Engineering, Geotechnical, Structural, Architecture, and Other Related Services RFP. The selection of Consultants of Record requires the City of Newport to identify reliable firms that the city can trust to be repeatedly consistent, meeting project schedules, budgets, as well as targeted quality and values. With a proven track record of successfully delivering public projects ranging from renovations and additions to existing buildings to new multi-million dollar facilities from the ground up, we would be honored to join your team. Drawing on the skill, experience, and expertise of our proposed staff and sub-consultants, we will bring key strengths to the work that will help aid in the fulfillment of the city's projects, regardless of the size or scope.

Over the last three decades, GLAS Architects, LLC, has served as architects for several major projects on the Oregon Coast, most of which have been located in Newport, Oregon. We have longstanding relationships with public agencies such as Central Lincoln People's Utility District, Oregon Coast Community College, Hatfield Marine Science Center, and Lincoln County School District. Our team has gained specific knowledge of resilient design and detailing strategies that are appropriate for the often severe coastal climate. We are also quite familiar with the local construction market and contractors. Our recent history of projects in Newport reinforces for us the idea that we are a local consultant. It is easy for us to quickly respond to questions from our owners or contractors, and to make a quick trip to the project site whenever the need arises.

We have a team of highly qualified individuals and are confident in their abilities and dedication to service. Many firms cannot guarantee that their best team will be available for a project. That is not the case with GLAS. Each project will benefit from focused principal involvement from start to finish. Our proposed project team includes Trace Ward, AIA, and Chris Walkup, Associate AIA. Both are principals in the firm and were highly involved in Central Lincoln PUD's recent Northern Operations Center project in Newport. Trace will be the City's primary contact for the duration of the contract. As Project Manager, Chris will also be available as a liaison during any projects. For consideration as our civil sub-consultant, we have included Mazzetti | BHEGroup. GLAS Architects has worked with Monica Anderson, the Civil Team's Principal-In-Charge, for over 30 years. She has been a consultant on many of our substantial coastal projects, and we feel that together we can deliver Consultant of Record projects with efficient and thorough results.

We present the following pages for your consideration and encourage you to call our clients to get feedback on how we have performed for them. Your time and consideration are much appreciated.

Sincerely,



Trace Ward, AIA
Principal | Member

[MORE >](#)

CONTENTS**4.3.1**

INTRODUCTORY LETTER

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QUALIFICATIONS - 04**4.3.4**CONSULTANT TEAM
REFERENCES AND PAST
PERFORMANCE - 07**4.3.5**

FEE SCHEDULE - 09

4.3.6

SUPPORT INFORMATION

PROPOSER STATEMENTS

- › The consultant accepts all the terms and conditions contained in the Request for Proposals and that this proposal shall be considered valid for 120 days after the submission deadline.
- › All materials and documents acquired or produced by the consultant in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use.
- › Section 4.2 Statement: GLAS Architects, LLC, agrees to abide by the conditions of the City's Professional Services agreement attached to the RFP as Attachment A.
- › Section 4.2 Statement: GLAS Architects, LLC, has the ability to provide insurance coverage as follows:
 - A. Commercial General Liability Insurance - Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.
 - B. Professional Liability - Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.
 - C. Commercial Automobile Insurance - Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.
 - D. Workers' Compensation Insurance - 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.

CONTACT**Trace Ward, AIA**
Principal | Member**a:** 115 W 8th Ave. Suite 285
Eugene, OR 97401**p:** 541.686.2014**e:** tracew@glas-arch.com**3.8 TAX ID NUMBERS****State BIN No.:** 1316725-3**Federal TAX ID:** 93-1007617

4.3.2 UNDERSTANDING AND APPROACH



ABOVE: CLPUD NORTHERN OPERATIONS CENTER

ARCHITECTURE SERVICES QUALIFICATIONS

FIRM DESCRIPTION: GLAS Architects, LLC, represents the combined resources of two prominent Eugene firms who joined forces in 1992, TMA Architectural Group and Martin, Schultz, and Geyer, originally established in 1967 and 1946, respectively. The firm is a Limited Liability Company, and the Principals are Trace A. Ward, AIA, Jesse R. Grant, AIA, and Christopher L. Walkup, Associate AIA. Our primary focus is on projects funded by the public, including government, education, utility agencies. We are honored to be stewards of the public's money as we help these organizations and institutions realize their facilities-oriented goals.

NEWPORT, OREGON DESIGN: We have experience with the area of Newport that goes back 30 years, and with that, we understand the need to design for extreme weather. Our solutions in the area around Newport have varied depending on the client. The solutions have included everything from buildings with tilt-up concrete perimeter walls and concrete tile roofs, to buildings with CMU walls and kynar-coated aluminum standing seam roofs, to buildings with wood-framed walls and cement-board siding with a roof of asphalt composition shingles. In every case, the systems and finishes were selected by the owner based on the best value for their budget.

We design coastal buildings with the understanding that few owners have a strong maintenance budget, and therefore, the buildings need to stand up to the harsh climate with very little maintenance. Our project list in Newport includes buildings for NOAA, Oregon State University, Central Lincoln PUD, Oregon Coast Community College, and

Lincoln County School District. While specific technological requirements have varied, they have included higher level laboratory spaces, as well as electrical and communications rooms with redundant power and HVAC systems.

Designing for Severe Weather - Newport weather includes “normal” rainfall that would be considered excessive elsewhere. When combined with high wind speeds, the rainfall is often more horizontal than vertical. This requires that wall assemblies have redundant sealing systems, and water protection that does not rely on sealants. Everything corrodes, but stainless steel holds up better over most metals, and anodized or coated aluminum lasts much longer than metals that will rust. Concrete wears very well, and proves to be a good choice for paving, walkways, building walls, sidewalks, and roofs.

We believe in getting the most durable building systems that fit the project budget and have found that most often our best window option is an aluminum curtain-wall system, which has better resistance against corrosion, has more allowance for movement in high-wind or seismic situations, and allows for easier drainage of driven wind than a conventional storefront aluminum system.

Seismic Resiliency - Seismic resiliency is another important consideration when designing facilities on the Oregon Coast. Our experience is that the building code requirements are currently lagging behind the thought process in Oregon for resilient facilities. It is not a question of *if* we as a region will face a large seismic event but rather a question

of *when* and of *how large the event will be*. The numbers we prefer to design to are for an event that has a less likely chance of occurrence in the next 50 years. If we design for a more likely event, we may not end up with a facility that makes it through a big one.

Future-Proofing - Future proofing can show up in a variety of ways, including the need to allow for replacement of mechanical systems that have a shorter lifespan in the harsh coastal climate. When it comes to replacing systems (whether due to age, wear, or technology upgrades) we allow for pathways in order to move the old systems out and the new systems in. Allowing for replacement can include designing sectional systems that are more easily removed and replaced.

Redundancy - Our recent Northern Operations Center project for Central Lincoln PUD is a good example of redundancy in building systems to create a resilient response to adverse weather conditions. Mechanical systems for network rooms were designed to be both redundant and separate from the main building systems. Electrical redundancy was provided to specific areas, with the idea that keeping power and lighting on for the entire facility would be cost-prohibitive. As a result, a number of computer, network, and communications systems are backed up by UPS systems to cover the time until the generator system kicks in. Communications redundancy options included site connection to fiber optic cable, to cable TV, and to power.

EXPERIENCE WITH SIMILAR TASKS: GLAS Architects, LLC, is currently on the retainer list of consultants for Oregon State University, the University of Oregon, and Eugene School District 4J. We actively look for more opportunities to support a local community where we have demonstrated experience responding to the local climates (weather, construction, political, and otherwise).

Our long history of retainer list opportunities with other clients means that we are available when they call. We answer questions about potential upcoming projects and provide fee proposals that fit an owner's anticipated budget. We work with the Owner's project managers and tailor the project documents to fit the scope of the work. All of our work tends to be institutional quality, and our documents reflect that. There are times that the documents do not need to be as exhaustive – for instance if we are looking to get quotes from three known contractors. At those times we provide documents to ensure all of the Owner's design standards will be met, but with potentially less paperwork.

PROJECT APPROACH

EXAMPLE PROJECT TASKS: While every project is unique with specific project objectives, programmatic requirements, and existing facility/site restraints, most include the same major tasks that need to be completed to bring the project to fruition.

Project Initiation - We partner with our client's Project Manager to identify key stakeholders and form an advisory committee and user groups. We develop a workplan which is then distributed to all team members. We work with our clients to finalize the program and conduct project site/existing facility reconnaissance. We compile documentation of existing site and building conditions.

Schematic Design - We start to develop the project design, meeting with identified user groups for schematic design input and review. Collaborating with our consultants, we explore possible options for major building systems, utilizing a *good, better, best approach* to develop multiple alternatives within the budget.

Design Development - We implement comments from the Schematic Design review, work with our consultants on system integrations. We conduct DD level user group and consultant meetings to refine the design and obtain approval. We conduct/respond to constructibility reviews. We bring the drawings and specifications up to a DD level.

Construction Documents - After implementing comments from DD review, we work to finalize the details and documents. We conduct constructibility and code reviews, round table coordination meetings, and continue to meet with the client to review progress. We work with our consultants to make sure the documents are clear and coordinated so that construction will move smoothly.

Bidding/Permitting - We obtain the necessary permits and assist in producing bid packages. Once bids are in, we are available to help finalize any selections.

Construction Administration - During construction, GLAS is on the project site on a regular basis to review the work and ensure that the project is constructed per plans, details, and specifications. We offer responsive and timely attention to all the typical construction procedures, as well as creative solutions to any issues that may arise, and we work with the contractors to proactively identify solutions to construction difficulties so that the construction timeline is protected.

“GLAS has not only delivered a building design that is functional, but will be comfortable and aesthetically appealing to our employees. They have also served as an important resource to me on all aspects of the project.”

— Gail Malcolm
Project Manager,
Central Lincoln PUD



ABOVE: CLPUD NORTHERN OPERATIONS CENTER

WORK PLAN: Having a detailed plan with buy-in from the entire project team is the best approach for a successful project delivery. At the beginning of any project, we will work closely with the city's Project Manager to develop this project plan. It will be comprised of a detailed schedule outlining the major phases described above and will include meetings, deliverables, milestones, and Owner review periods.

SCHEDULE: Our experience has been that a detailed design schedule with numerous internal reviews allows for an iterative and integrated approach that refines the design evenly across all disciplines, preventing last minute surprises that will inevitably have budget or schedule impacts. The schedule will be tracked throughout the duration of the project.

BUDGET: Intermittent cost estimating will be used to ensure that the design is aligned with the city's budget. We find that having a cost estimator on the design team is an important factor when making large scale decisions early in the design process. If the project includes a CM/GC, we will compare our estimate to the CM/GC's estimate. This process can highlight discrepancies and provide a second opinion that allows for more in-depth examination of the proposed scope and associated estimates.

In the event that cost estimates exceed the budget, we will perform a value analysis of the design to bring costs in line with the budget while preserving functionality. We often determine design alternates to accommodate variations in the bidding climate at the time of bid.

POTENTIAL ISSUES: The impacts of COVID-19 on the current and future construction markets will require that the design team be flexible to deal with market anomalies or fluctuations that may arise. We will work closely with the city to test solutions against possible cost and procurement issues.

INTERACTING WITH CITY STAFF: We recognize that the City of Newport staff has extensive expertise and institutional knowledge that will help move any project forward efficiently. We intend to utilize that knowledge whenever feasible through meetings, on site walk-throughs with city staff, and clear lines of communication. Our first step in every project will be to identify the City of Newport's Project Manager and stakeholders. Throughout the process, we will rely on the representatives' input to inform and direct the design, helping to ensure that the finished product meets the city's project goals and requirements.

COMMUNICATING WITH THE TEAM: Clear and ongoing communication is paramount. This includes asking the right questions, listening and documenting the answers, and disseminating that information to all who need it. Regular meetings will be established to foster timely flow of information. The GLAS Project Manager will act as the point of contact for the architectural team members and our sub-consultants for the entirety of each project, from beginning to end. This continuity will serve as a means of ensuring the intended outcomes established during the design phases are realized in the end product.

4.3.3 KEY PERSONNEL QUALIFICATIONS



ABOVE: OREGON COAST COMMUNITY COLLEGE - CENTRAL COUNTY CAMPUS

TEAM LIST

GLAS ARCHITECTS:

- › TRACE WARD, AIA
Principal-In-Charge
- › CHRIS WALKUP, ASSOC. AIA
Project Manager
- › JESSE GRANT, AIA
Project Architect
- › HEATHER MEYER, AIA
Job Captain

CIVIL SUB-CONSULTANT:

MAZZETTI | BHEGROUP

- › MONICA ANDERSON, PE
Principal-In-Charge
- › JOHN HORNBERGER, PE
Project Manager

OTHER SUB-CONSULTANTS:

AVAILABLE AS REQUIRED

- › GEOTECHNICAL
- › SURVEYING
- › LANDSCAPE ARCHITECTURE
- › ELECTRICAL ENGINEERING
- › MECHANICAL ENGINEERING
- › STRUCTURAL ENGINEERING
- › OTHERS

PROPOSED PROJECT TEAM

As **PRINCIPAL-IN-CHARGE Trace Ward, AIA**, will be responsible for ensuring adherence to quality standards and effective execution of the project. Trace will be the primary contact during the duration of the contract. He has extensive experience as Principal-In-Charge for both renovation and new construction projects.

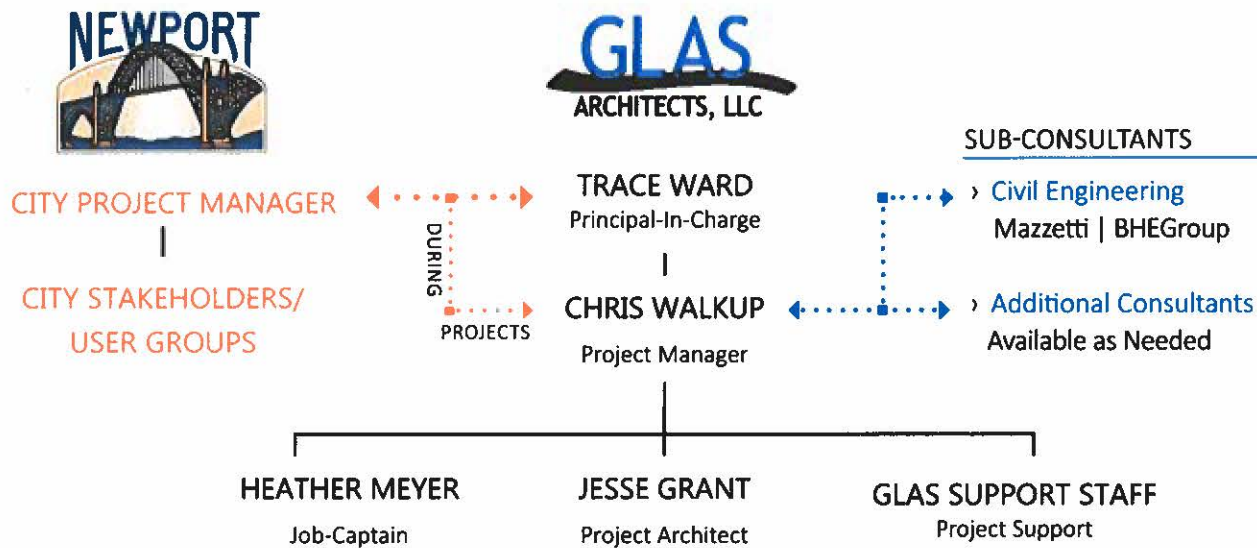
As **PROJECT MANAGER Chris Walkup, Associate AIA**, will be the primary liaison with the City's Project Manager during projects as they arise, providing oversight and monitoring all aspects of the work. He will coordinate the architectural and sub-consultant design team while actively managing the schedule and the budget. Chris has been with GLAS for over 20 years and has served as Project Manager for many of the firm's major coastal projects.

As **PROJECT ARCHITECT Jesse Grant, AIA**, will assist with the project planning and development. Jesse began his career with GLAS in 2007 and has since gathered 13 years of experience. Jesse values the modernization of an existing building as much as a new-build, as dictated by the context and the client's needs.

As **JOB CAPTAIN Heather Meyer, AIA**, will help coordinate the internal GLAS team and assist with the drafting and documentation of the project, including the required level of CAD, Revit, and BIM resources. Heather has been with the firm for over five years and was involved with Central Lincoln PUD's Northern Operations Center and Headquarters 30% Design projects.

The majority of our projects require **SUB-CONSULTANTS** who are knowledgeable about many particular systems, so we are careful to choose ours from a select list. For Civil Engineering, we have included **Mazzetti | BHEGroup**; the firm's Civil team has over 35 years experience focused on providing services for public agencies throughout the state of Oregon. **Monica Anderson, PE**, will serve as the Mazzetti | BHEGroup Principal-in-Charge, providing consistent oversight and direction to the civil engineering team. Mazzetti | BHEGroup resumes are provided in Section 4.3.6. A description of our approach to keeping projects on time and within budget is provided in Section 4.3.2.

PROPOSED ORGANIZATIONAL CHART



TRACE WARD AIA | LEED AP BD+C

PRINCIPAL, OWNER | ROLE: PRINCIPAL-IN-CHARGE



Trace joined our predecessor firm in 1988 and has been practicing architecture at the Oregon coast for over twenty years, working with agencies such as Central Lincoln PUD, NOAA, and OSU. Trace has served the dual role of Principal-In-Charge/Project Manager for our retainer list work at Oregon State University, University of Oregon, and Eugene School District 4J. He has also served as LEED coordinator for Oregon Coast Community College and Kendall Toyota.

REPRESENTATIVE EXPERIENCE *(All projects listed included interdisciplinary teams)*

REGISTRATION

OR License No. 2905

EDUCATION

University of Oregon,
Bachelor of Architecture

PROFESSIONAL ASSOCIATIONS

American Institute of Architects,
Southwestern Oregon Chapter

Oregon Department of Education,
Certified Assessor

NCARB Certificate Holder

Association for Learning
Environments

- › **CENTRAL LINCOLN PUD;** Newport, OR
PROJECT MANAGER - 30% Headquarters Building Design
PRINCIPAL-IN-CHARGE - Northern Operations Center
- › **HATFIELD MARINE SCIENCE CENTER;** Newport, OR
PROJECT ARCHITECT - Visitor's Education Facility
PROJECT ARCHITECT - NOAA Barry Fisher Research Center/Office Building
- › **OREGON COAST COMMUNITY COLLEGE;** Newport, OR
LEED/SUSTAINABILITY COORDINATOR - Central County Campus Facility
- › **SPRINGFIELD SCHOOL DISTRICT;** Springfield, OR
PRINCIPAL-IN-CHARGE - Replacement Headquarters Building Renovation
- › **OREGON STATE UNIVERSITY;** Corvallis, OR
PRINCIPAL-IN-CHARGE - Nash Hall Seismic and General Renovation
PRINCIPAL-IN-CHARGE - Radiation Center Expansion
PRINCIPAL-IN-CHARGE - Various Weniger, Cordley, and Milam Hall Renovations

CHRIS WALKUP ASSOCIATE AIA

PRINCIPAL, OWNER | ROLE: PROJECT MANAGER



EDUCATION

University of Oregon,
Bachelor of Architecture

PROFESSIONAL ASSOCIATIONS

American Institute of Architects,
Southwestern Oregon Chapter

Oregon Department of Education,
Certified Assessor

Chris joined GLAS in 2000 and has served as Project Manager for many of the firm's major coastal projects, including managing multi-disciplinary teams for projects ranging from \$500,000 seismic upgrades to multi-agency, multi-year projects in excess of \$20 million.

REPRESENTATIVE EXPERIENCE *(All projects listed included interdisciplinary teams)*

- › **CENTRAL LINCOLN PUD;** Newport, OR
PRINCIPAL-IN-CHARGE - 30% Headquarters Building Design
PROJECT MANAGER - Northern Operations Center
- › **PORT OF NEWPORT;** Newport, OR
PROJECT MANAGER - NOAA Marine Operations Center- Pacific
- › **OREGON COAST COMMUNITY COLLEGE;** Multiple Sites
PROJECT MANAGER - Central County Newport Campus
PROJECT MANAGER - South County Waldport Campus
- › **LINCOLN COUNTY SCHOOL DISTRICT;** Multiple Sites
PROJECT MANAGER - New Waldport High School
PROJECT MANAGER - Toledo Elementary School Renovations and Additions
PROJECT MANAGER - Crestview Heights K-8 School Renovations

JESSE GRANT AIA

PRINCIPAL, OWNER | ROLE: PROJECT ARCHITECT



REGISTRATION

OR License No. 5933

EDUCATION

Master of Architecture,
University of Oregon
Bachelor of Philosophy,
University of Oregon

REPRESENTATIVE EXPERIENCE

- › **LINCOLN COUNTY SCHOOL DISTRICT;** Multiple Sites
PROJECT MANAGER - Sam Case Elem. Renos. and Add.
PROJECT MANAGER - Toledo 7-12 Renos. and Add.
- › **HARRISBURG SCHOOL DISTRICT;** Harrisburg, OR
PROJECT MANAGER - 2018 Bond Projects
- › **GREATER ALBANY PUBLIC SCHOOLS;** Albany, OR
PROJECT MANAGER - New Oak Grove Elementary
PROJECT MANAGER - Facilities Headquarters Renos.

HEATHER MEYER AIA | LEED GREEN ASSOCIATE[®]

ARCHITECT | ROLE: JOB CAPTAIN



REGISTRATION

OR License No. 13159

EDUCATION

Whitworth University,
BA Graphic Design
University of Oregon,
Master of Architecture

REPRESENTATIVE EXPERIENCE

- › **CENTRAL LINCOLN PUD;** Newport, OR
JOB CAPTAIN - 30% Headquarters Building Design
PROJECT SUPPORT - Northern Operations Center
- › **OREGON COAST COMMUNITY COL.;** Newport, OR
JOB CAPTAIN - 2016 Central County Campus Bond Study
- › **SPRINGFIELD SCHOOL DISTRICT;** Springfield, OR
PROJECT SUPPORT - Replacement HQ Bldg Renovation

4.3.4 CONSULTANT TEAM REFERENCES AND PAST PERFORMANCE



ABOVE: OREGON COAST COMMUNITY COLLEGE - AQUARIUM SCIENCE BUILDING

PARTIAL LIST

PUBLIC AGENCY CLIENTS

CENTRAL LINCOLN PUD

› GAIL MALCOLM | p: 541.574.2054

OREGON COAST COMMUNITY COL.

› BIRGITTE RYSLINGE | p: 541.867.8532

OREGON STATE UNIVERSITY

› JOHN GREMMELS | p: 541.737.9692

DOUGLAS COUNTY PARKS DEPT.

› ROCKY HOUSTON | p: 541.464.6387

SWEET HOME SCHOOL DISTRICT

› TOM YAHRAES | p: 541.367.7126

GREATER ALBANY PUBLIC SCHOOLS

› RUSS ALLEN | p: 541.967.4501

CROW-APPLEGATE-LORANE DISTRICT

› AARON BROWN | p: 541.935.2100

HARRISBURG SCHOOL DISTRICT

› TODD SMITH | p: 541.505.2420

SPRINGFIELD SCHOOL DISTRICT

› JASON PICKETT | p: 541.912.0807

LOWELL SCHOOL DISTRICT

› JASON PICKETT | p: 541.912.0807

DESIGN AND CONSTRUCTION OVERSIGHT EXPERIENCE

At GLAS, we have a design team with a broad and deep range of design and Construction Administration experience. Our past work includes several highly technical projects for clients with specific demands. For example, our NOAA project was built to a particular set of requirements, all relating to the need for a government facility that is located not just in a coastal environment but actually on the Yaquina Bay. In addition to multi-million dollar projects, our portfolio is comprised of several renovation/capital improvement projects in the range of \$100,000 - \$1,000,000, such as seismic improvements, boiler replacements, siding and roofing repairs, ADA upgrades, interior reconfigurations, and minor additions. For most of these small-scale projects, where the model contracting laws do not require an RFP process, our clients have contracted with us direct as repeat clients.

SAFEGUARDING THE SCHEDULE AND BUDGET

As described in Section 4.3.2., we begin each project with a design and construction schedule that breaks the work into components, each with deadlines which are critical to keeping the project on schedule. Budgets, schedules, and quality are all affected by back-tracking; therefore, it is important to avoid redesign late in the process. To facilitate a linear progression of the project, we include budget reviews at strategic intervals. If costs exceed the project budget, we reexamine spatial needs and seek ways to consolidate the design in order to bring costs in line with the budget. This reiterative process has the potential to push on the schedule, so when possible, we allow for some cushion time in the schedule.

At the Central Lincoln PUD Northern Operations Center project, both of these scenarios played out. The Design Development estimate indicated that the project would be over budget, so we used a combination of value engineering and identification of alternative bid options to provide more flexibility at bid time. These changes took time to implement and we had to extend our initial construction start by a few weeks; however, there was a cushion built-in into the schedule that allowed for the extension, and the overall schedule was not impacted.



Northern Operations Center - Central Lincoln PUD - Newport, OR - Final Cost: \$22.4M
Completed August 2017 | Contact: Gail Malcolm - p: 541.574.2054

Built to the seismic standards of an essential facility, the 69,880 SF project relocated utility operations from the South Beach Center to an 11-acre site outside the tsunami hazard zone. The original schedule was met. Core Concepts identified included resiliency, durability, low maintenance, common-sense sustainability, site and data security, and efficient use of space.



Oak Grove Elementary - Greater Albany Public Schools - Albany, OR - Final Cost: \$22.5M
Completed September 2019 | Contact: Russ Allen - p: 541.967.4501

The 65,000 SF new school project replaced an existing facility and was tasked with supporting the district's current and evolving curriculum. Durability and longevity of the building and its systems were top priorities, as well as creating a welcoming and inclusive environment for students. The school opened at the start of the 2019/2020 academic year per schedule.



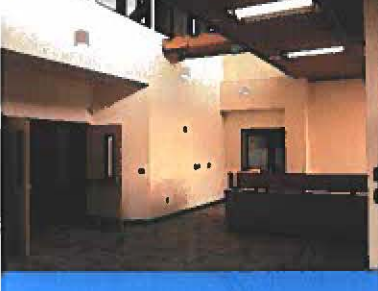
2018 Bond Projects - Harrisburg School District - Harrisburg, OR - Final Cost: \$11.5M
Completed September 2020 | Contact: Todd Smith - p: 541.505.2420

The project added two classrooms to Harrisburg Elementary School and two STEM classrooms to Harrisburg High School, in addition to seismic renovations to the high school gymnasium to the design standards of an essential facility. Helping relieve ongoing maintenance costs, school mechanical systems and end-of-life galvanized piping systems were also upgraded.



OSU Work - Oregon State University - Corvallis, OR - Final Cost: Varies
Contact: John Gremmels - p: 541.737.9692

Projects completed for OSU in the last five years include the Hawley & Buxton 1st Floor Reconfiguration (Dec. 2016-\$89.5K), Weniger 1st Floor Renovation (Sept. 2016-\$19.8K), Weniger 247 Renovation Design (Nov. 2016-\$18.9K), Nash Air Intake Design (Dec. 2015-\$20.5K), and Gilbert Hall Corridor Upgrades (Aug. 2016-\$11K).



District HQ Building - Springfield School District - Springfield, OR - Final Costs: \$4.5M
Completed December 2017 | Contact: Jason Pickett - p: 541.912.0807

After analysis of the district's old administration building, the district decided to move its headquarters to an existing 27,300 SF building. Originally constructed in 1973, the building required upgrades to many system upgrades. The floor plan was also substantially revised to fit the district's program needs, accommodating approximately 55-60 employees.



Springfield SD Work - Springfield School District - Springfield, OR - Final Costs: Varies
Contact: Jason Pickett - p: 541.912.0807

Additional projects completed for the district in the last five years include the Silke Field Siding Replacement (May 2016-\$14.8K), Maintenance Center Residing/Re-roofing (July 2017-\$19.3K), Yolanda Elementary Partitions Replacement (Dec. 2016-\$23.4K), Yolanda Elementary Additions (Dec. 2015-\$1.3M), Ridgeview Elementary Additions and Renovations (Dec. 2015-\$747K), and Sky Camp Toilet Room Accessibility Upgrades (Feb. 2015-\$63.6K).

4.3.5 FEE SCHEDULE



ABOVE: HATFIELD MARINE SCIENCE CENTER; NOAA MARINE OPERATIONS CENTER

2021 PROJECTED BILLING RATES

GLAS ARCHITECTS, LLC, HOURLY RATES

Principal	\$160
Associate	\$140
Architect/Designer II	\$130
Architect/Designer I	\$120
Architectural Support Staff	\$100
Business Support Staff	\$ 85

CONSULTANT SERVICES:

1.10 times cost to GLAS Architects, LLC

REIMBURSABLE EXPENSES:

1.10 times cost to GLAS Architects, LLC

Materials/Supplies | Printing, Postal Courier Fees
Agency Application and Approval Fees,
Other Direct Expenses

MAZZETTI | BHE GROUP HOURLY RATES

Principal	\$235	Engineer/Senior Designer	\$140
Associate Principal	\$205	Designer	\$110
Senior Associate	\$180	Draftsperson	\$ 95
Associate/Senior Engineer	\$172	CA Administrator	\$ 95
Project Manager	\$160	CAD Operator	\$ 95
IT Consultant	\$160	Doc. Production/Admin. Support	\$ 85
BIM/VDC Manager	\$152	Junior Draftsperson	\$ 65

MONICA ANDERSON PE | LEED AP[®]

PRINCIPAL | ROLE: PRINCIPAL-IN-CHARGE



LICENSES/REGISTRATION

Civil Engineer, OR No. 13624
Civil Engineer, WA No. 51872

EDUCATION

BS, Civil Engineering,
Oregon State University

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Architects in Schools Volunteer
Architecture Foundation of Oregon

Monica is the leader of Mazzetti | BHEGroup's Civil Engineering team and has over 30 years of experience providing Civil Engineering services to public institutions that include more than 75 projects. Projects have included siting and assessment studies, infrastructure upgrades, building/site renovations, and new LEED certified buildings and sites, of up to \$300M in total construction costs.

REPRESENTATIVE EXPERIENCE

- › **CENTRAL LINCOLN PUD; Multiple Sites**
PRINCIPAL-IN-CHARGE - 30% Headquarters Building Design
PRINCIPAL-IN-CHARGE - Northern Operations Center- Newport
PRINCIPAL-IN-CHARGE - Operations and Warehouse Remodel- Florence
- › **OREGON COAST COMMUNITY COLLEGE; Multiple Sites**
PRINCIPAL-IN-CHARGE - Central County Newport Campus
PRINCIPAL-IN-CHARGE - South County Waldport Campus
PRINCIPAL-IN-CHARGE - North County Lincoln City Campus
PRINCIPAL-IN-CHARGE - Aquarium Science Building
- › **LINCOLN COUNTY SCHOOL DISTRICT; Multiple Sites**
PRINCIPAL-IN-CHARGE - Newport Prep Academy Addition

JOHN HORNBERGER PE

SENIOR PROJECT MANAGER | ROLE: CIVIL ENGINEER



LICENSES/REGISTRATION

Civil Engineer, OR No. 70834

EDUCATION

BS, Civil Engineering,
Walla Walla College

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

John is a licensed engineer with 20 years of experience in all aspects of civil engineering design, including site development and public infrastructure. John is an expert in stormwater management with experience in jurisdictions throughout Oregon.

REPRESENTATIVE EXPERIENCE

- › **CENTRAL LINCOLN PUD; Multiple Sites**
PROJECT MANAGER - 30% Headquarters Building Design
PROJECT MANAGER - Northern Operations Center- Newport
PROJECT MANAGER - Operations and Warehouse Remodel- Florence
- › **OREGON COAST COMMUNITY COLLEGE; Multiple Sites**
PROJECT MANAGER - Central County Newport Campus
PROJECT MANAGER - South County Waldport Campus
PROJECT MANAGER - Aquarium Science Building
- › **OREGON STATE CAPITOL; Salem, OR**
PROJECT MANAGER - Renovations (Phases 1, 2, and 3)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward Insurance Agency Inc. PO Box 10167 Eugene OR 97440		CONTACT NAME: Kristy Martin PHONE (A/C, No, Ext): 541-687-1117 E-MAIL ADDRESS: kristy@wardinsurance.net		FAX (A/C, No): 541-342-8280
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Charter Oak Fire Insurance Company		25615
		INSURER B: Admiral Insurance Company		24856
		INSURER C: Travelers Property Casualty Insurance Company of A		25674
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1295633093

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807H402754	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6807H402754	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3551X374	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY CLAIMS MADE RETRO DATE 4/6/1989			EO0001916408	3/1/2020	3/1/2021	DEDUCTIBLE: 20,000 LIMIT: 2,000,000

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

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation as respects to the general liability including completed operations as required by written contract per attached endorsements. Subject to policy limits, terms, conditions and exclusions.

Certificate Holders Include: City of Newport & owner

CERTIFICATE HOLDER**CANCELLATION**

City of Newport
169 SW Coast Highway
Newport OR 97365

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

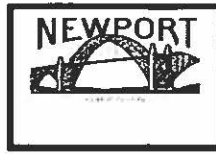
3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



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

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

Document: Consultants of Record Agreements

Date: 4/9/21

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

Department Head Signature: _____

Remarks, if any: David and CIS already reviewed.

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

Name/Position

Date: _____

Budget Confirmed: Signature Yes ☐ No ☐ N/A ☒

Certificate of Insurance Attached: Yes ☒ No ☐ N/A ☐

City Council Approval Needed: Yes ☒ No ☐ Date: 4/5/21

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

City Manager Signature: _____

Date: 04-09-21

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

City Recorder Signature: _____

Date: 4/20/2021

Date posted on website: 4/21/21

