

IMPORTANT NOTICE!!

If you download these materials and wish to be added to the proposer contact list send an email to:

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- “RFP #1938 Glenwood Stormwater Evaluation”
in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

It will be the responsibility of each participating supplier to refer daily to the City of Springfield – Purchasing/Contracts website <http://www.springfield-or.gov/RFP/PAGE.HTM> to check for any available addendum to current opportunities, cancellations or intents to award posted.

**CITY OF SPRINGFIELD
OREGON**

Development and Public Works

**Request for Proposals #1938
Glenwood Stormwater Evaluation**

Sealed proposals will be received by the Finance Department, City of Springfield, 225 Fifth St. Springfield OR, 97477, Attn: Jayne McMahan until 2:00 p.m. local time, the 20th of September, 2017 and opened at 2:00 p.m. local time the same day, for proposals regarding Glenwood Stormwater Evaluation. Sealed proposals must be marked **“RFP#1938: Glenwood Stormwater Evaluation”**.

City desires to hire an engineering firm to conduct an evaluation of the Glenwood Stormwater system.

Proposal packets are available on the City’s website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then **RFP#1938: Glenwood Stormwater Evaluation**) or by contacting Jayne McMahan at (541)726-3708 or by email: jmcmahan@springfield-or.gov

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:
Daily Journal of Commerce August 18, 2017



Request for Proposal #1938

Glenwood Stormwater Evaluation

City of Springfield
Development and Public Works Department
Springfield, Oregon 97477

August 18, 2017

I. Project Overview

Glenwood is an approximately one square mile area of Springfield abutted by I-5 on the west and south and the Willamette River on the east and north between the City of Eugene and downtown Springfield (ref map below).

The Glenwood area of Springfield has never had a public stormwater collection system or a comprehensive plan guiding how stormwater runoff should be managed. Given that existing private development has not had access to a public stormwater system, individual sites have developed ways to dispose of runoff onsite or, in some instances, as a direct discharge to the river. In the area of Glenwood north and east of Franklin Boulevard, stormwater infiltrates or sheet flows into the wetlands that border the Willamette River. In the remaining area of Glenwood, runoff either infiltrates or flows overland to low areas, such as the Glenwood Slough, where it pools and then infiltrates or evaporates over time.

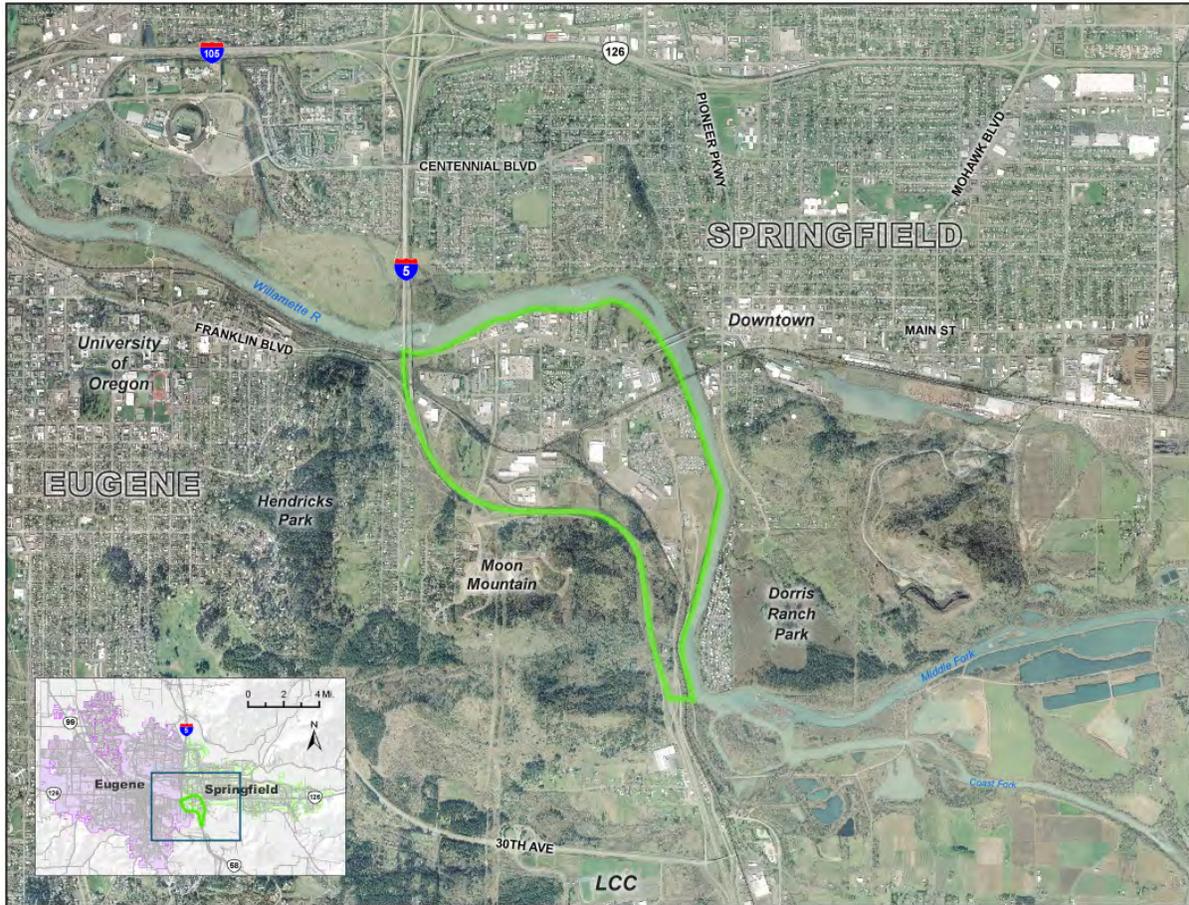
In 2014, the Oregon Department of Land Conservation and Development acknowledged the City of Springfield's 2012 adopted Phase I Glenwood Refinement Plan (GRP), which establishes the community's vision for the future of the Glenwood Riverfront and provides guidance on how land use, natural resources, public facilities and economic development opportunities should be developed, designed and enhanced to support and facilitate redevelopment.

Paramount in the GRP is policy direction emphasizing the application of Low Impact Development Approaches (LIDA) for stormwater management in Glenwood, including provisions requiring that stormwater facilities for public infrastructure and private development capture and retain on-site the first one inch of rainfall in a 24-hour period using LIDA. At the time the GRP was adopted, the City also amended its Engineering Design Standards and Procedures Manual (EDSPM) to include specific design requirements for these LIDA facilities.

While a conventional public stormwater system that collects stormwater from developed areas and conveys it for discharge into the Willamette River is NOT anticipated as Glenwood redevelops, it should be noted that the GRP identifies that a portion of future park blocks and riverfront linear park will be utilized to convey, treat and infiltrate runoff from the conceptual future local street network and may be used to treat and convey excess stormwater flow during large storm events from adjacent private development where capacity exists. At the time the street network develops, stormwater generated by the increased impervious area will be controlled, treated, and infiltrated in accordance with the GRP as is currently planned for the re-designed segment of Franklin Boulevard between the Springfield Bridges and Mississippi Avenue scheduled for construction in 2017.

While the 2008 citywide Stormwater Facility Master Plan encompassed the Glenwood area of Springfield, it was developed prior to the GRP and current plans for Franklin Boulevard improvements. Further, given the breadth of the analysis, individual areas of the City did not receive the level of focused analysis desired to support stormwater planning for Glenwood. At this time, the City desires to establish foundational drainage information as the next step in stormwater planning to support future public infrastructure and private development in Glenwood. The City is also seeking a review and recommendations regarding its design

requirements for private stormwater management in Glenwood and guidance to support the restoration and capacity enhancement of Glenwood’s existing principal open drainage channel, the Glenwood Slough.



II. Overall Project Description and Scope of Work

The City of Springfield’s purpose for issuing this Qualifications-Based Solicitation is to establish a contract for Engineering Services between the highest ranked Proposer and the City. The scope of Engineering Services as described in Attachment 1 - Scope of Work should be considered when preparing your proposal.

III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all of the information requested in the Request for Proposal along with acknowledgement of all addenda. A completeness check will be conducted for each submission. Incomplete submissions will not be accepted. Submissions must include the items organized and numbered to correspond to each requirement below:

Content requirements

1. **General** – Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
2. **Cover Letter** -
 - a. The letter must introduce the Proposal and provide an overview according to the Attachment 1 Statement of Work.
 - b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 3 Sample Contract terms and conditions.
 - c. The letter must designate the Proposer’s contact person during the Proposal review process.
 - d. Identify whether you qualify as resident bidder as described in ORS279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
 - e. Include a statement of the firm’s ability to begin work November 8, 2017 and a statement that the submission is a firm offer for a 90-day period.
 - f. Pending Litigation: Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein, or, if decided in an adverse manner, materially adversely affect the financial condition of your firm. Any firm selected pursuant to this RFP will be required to advise the city of any developments during the term of this appointment with respect to existing and/or any new civil or criminal legal investigations, pertinent litigation and/or regulatory action involving the firm or its employees which could impact the firm’s role or ability to perform the consulting services.
3. **Qualifications** -
 - a. Include a detailed statement of the qualifications of the firm along with qualifications of individuals and sub-consultants who will be assigned to the project. Individuals and sub-consultants identified within this RFP shall perform the work and no other individuals within the firm or sub-consultants shall perform work without review and approval by the City of Springfield. This should include organizational history, clients presently served, and extent of stormwater planning work.
 - b. By submitting a proposal, the proposer agrees and acknowledges that it will provide for the duration of the project, the full complement of staff required to perform the work of the project, including the specific individuals identified in its proposal.
 - c. The consultant agrees to provide all professional personnel necessary to perform the scope of work, including the individuals who are named in your proposal submitted in response to the city's Request for Proposals. These key personnel

shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the city. In the event the consultant proposes to substitute any of the key personnel designated in your proposal, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The city shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. The city shall not unreasonably withhold approval of staff changes.

d. Engineer must be a registered licensed professional in the State of Oregon.

4. Resumes - Include resumes for the project team assigned to this engagement.

5. Approach - The proposal should set forth a work plan, including an explanation of the methodology to be followed, to perform the services required in this request for proposal. Proposers will be required to provide the following information on their approach:

- a. Specify a Project Manager and primary contact person for project delivery
- b. Narrative demonstrating the Proposer's understanding of Springfield's needs, goals, and objectives as related to this project.
- c. Detailed description of the proposed approach to providing the requested services. Include the sequence of activities to be undertaken and identification of specific tasks and deliverables within each activity. Provide a detailed work plan showing tasks and the schedule. Include task completion dates and each team member's direct involvement in tasks. Allow ample time for City staff review of the draft products and subsequent revisions.
- d. Detailed description of products including, but not limited to: meeting notes; progress reports; technical memoranda; presentations; reports and maps (draft and final); and other applicable materials, by project task, including size, number, media, and format.

6. Attachment #2 Fee Proposal - Do not submit with proposal package. Must be completed and ready to send to the city within 24 hours of notification of the Intent to Award.

7. Additional Services - If it should become necessary for the City of Springfield to request the consultant to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Fee Proposal. If your firm is selected through the Intent to Award process then submit an hourly fee estimate for additional services that includes fees for associated engineering professionals when submitting your Attachment 2 – Fee Proposal, see **X. Negotiation of Price Agreement**.

- 8. **References** - Provide a minimum of five (5) references for Stormwater Planning Services for public agencies for whom you have provided similar services within the last five (5) years. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. Proposer shall also indicate what the relevant project is, common issues, and services provided. References cannot include current City Staff.
- 9. **Attachment #3** - Sample Contract – in your cover letter, acceptance of terms and conditions.
- 10. **Signed Attachment #4** - Authorization to Legally Bind Bidder
- 11. **Signed Attachment #5** - Minority Women Emerging Small Business Form (MWESB)

IV. Evaluation and Selection Criteria

A committee comprised of representatives from the City will review the Proposals for conformance with the requirements of the Request for Proposals. Conforming Proposals will be evaluated according to the criteria listed below:

Criteria	Possible Points
Understanding of work to be performed and ability to manage work (Section III-5)	30
The qualifications and experience of the firm and team (Section III-3 and III-4)	40
References (Section III-8)	20
Proposal Preparation & Presentation	10
Total	100
Oral Presentation for selected firms (if any)	20
Grand Total	120

- a. Oral Presentations (if any): After the technical proposals have been evaluated and finalist firms have been identified, those firms *may* be invited to make an oral presentation to the committee.
 - i. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted cost.
 - ii. The committee will score the firm’s presentations in the context of the criteria listed in section IV of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.

- iii. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.
- b. Tie Breaker: In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on Understanding of work to be performed and ability to manage work. If these scores are also tied, then by taking the highest scoring proposer based on their Qualifications.

V. Schedule for Selection Process

RFP Package Available	August 18, 2017
Request for Clarification Due (if applicable)	September 1, 2017 noon local time
Response to Clarification Due (if applicable)	September 8, 2017
Proposals Due by:	September 20, 2017 2pm local time
Review & Interview (if applicable)	October 17, 2017
Intent to Award Notice (approximate)	October 19, 2017
Contract Award (approximate)	November 7, 2017

Prospective Proposers may contact Jayne McMahan by email at jmcmahan@springfield-or.gov for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project’s lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until noon local time September 1, 2017.

VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP# 1938 Glenwood Stormwater Evaluation**).

Each Proposal must include one (1) original signed submission, four (4) printed copies clearly marked **“RFP# 1938 Glenwood Stormwater Evaluation”** and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, September 20, 2017 at the following address:

City of Springfield
 Finance Department
 Attention: Jayne McMahan, Procurement and Contracts Manager
 225 Fifth Street,
 Springfield, Oregon 97477

VII. Late Proposals Not Considered

Proposals must be received by the time specified at the address listed above. Any Proposal received after the deadline will not be considered. Faxed or emailed submissions will not be accepted.

VIII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP# 1938 Glenwood Stormwater Evaluation** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the Proposal, the decision of the City shall be final and binding upon all parties.

IX. Contract

The successful Proposer will be expected to enter into a professional services contract with the City. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. A sample contract is included as Attachment 3.

X. Negotiation of Price Agreement

Following selection of the Successful Proposer by the Evaluation Committee the City will issue a Notice of Intent to Award a Price Agreement contract to the selected Proposer(s).

Cost information shall **not** be submitted as part of the Proposal submittal package. Cost information, task and hours, as shown in Attachment #2, shall be submitted by the selected Proposer. The selected Proposer shall submit (electronically in Excel format) billing rate, tasks and hours information within 24 hours after the city issues the Notice of Intent to Award.

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule, with the highest scoring Proposer. However, the city may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The city shall then issue a written notice of termination of negotiations to the highest scoring Proposer. The city may then attempt to reach a final agreement with the second highest

scoring Proposer and may continue on, in the same manner, with remaining Proposers until an agreement is reached, or not.

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this Price Agreement shall be a public record and not exempt from disclosure, including items redacted from the proposal. If contract negotiations are successful, the contract will be forwarded to the appropriate city authority for approval.

XI. City Selection Discretion

Springfield reserves the right to reject any or all bids and to waive irregularities and informalities in the selection process. Springfield further reserves the right to negotiate, amend, and refine bids in consultation with one or more of the prospective Proposers.

XII. Proposal Ownership

All material submitted by the Proposers shall be considered property of Springfield, and the City will not be required to return same to any Proposer. The material submitted by Proposer will be treated in the same manner as the City's own records.

After opening, all Proposals become part of the public record unless exempt under Oregon Public Records Law. Proposers wishing to exempt appropriate portions of their Proposals from disclosure as public records are encouraged to discuss their concerns with City's Finance Director (address listed below) prior to the submissions of their Proposals.

Robert J. Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XIII. Exceptions to Request for Proposal

If, for any reason, a Proposer should find fault with the structure of this Request for Proposal or with the evaluation process, concerns may be submitted in writing to:

Jayne McMahan, Procurement and Contracts Manager
Springfield Finance Department
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
jmcmahan@springfield-or.gov

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the

Springfield website www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP# 1938 Glenwood Stormwater Evaluation**). Proposers who are unable or unwilling to meet any of the requirements of this Request for Proposal must include, as part of their response, written exceptions to those requirements. Such request shall be delivered on or before noon local time September 1, 2017.

XIV. Comments Procedure

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time September 1, 2017. A written request for change shall include:

- A detailed description of the legal and factual grounds for the request;
- A description of the resulting prejudice to the prospective Proposer; and
- A statement of the form of relief requested or any bid changes to the specifications.

The City will review the specification change request and notify the prospective Proposers of the decision in writing prior to the closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposal.

XV. Protest Procedure

Any Proposer who has submitted a Proposal to the City and who is adversely affected by the City's award of the Contract to another Proposer has seven (7) days after issuance of the Notice of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

Robert J. Duey
Finance Director
City of Springfield
225 Fifth Street
Springfield, OR 97477

XVI. Cost of Proposal

The City is not liable for any costs incurred by vendors for the preparation and presentation of their Request for Proposals. This includes any costs in the submission of a Proposal or in making necessary studies or designs for the preparation thereof.

Attachment 1

Scope of Work

The City of Springfield desires that consultants perform the following general tasks as described below. Consultants are encouraged to identify specific activities or additional tasks that will result in a product better oriented towards achieving the stated objectives.

All technical memoranda shall be produced in draft form for City review and comment, as well as in final format. Memoranda shall document procedures, methodologies, and results of data collection, assessments, and any additional technical analysis completed in each of the tasks. All geospatial electronic data shall conform to City requirements and be provided with City-based geo referencing.

Task 1 – Existing Data Review & Gap Analysis

Objective: To obtain, review and evaluate data provided by the City and determine if data gaps exist or whether some data needs to be field verified. In the event additional data is needed, obtain missing critical information.

Activities:

- **Compile and review currently available data and information relative to the stormwater system.** It is anticipated that the data obtained from the City will include: LiDAR, GIS data on soils, infiltration capacity of soils, current and future land use designations and characteristics, planned public roadways, existing storm sewer facilities, high resolution aerial photographs and available public and private as-built drawings. Summarize the results of the information and data review in a brief technical memorandum.
- **Identify data gaps that are critical for quantitative or qualitative assessments. Provide recommendations for filling data gaps where required.** It is anticipated that data will be missing on existing outfalls and pipe sizes and the measured infiltration capacity of local soils. Data to be obtained or field verified should be documented in the technical memorandum.
- **Develop a plan to obtain critical information determined to be missing. Complete data collection.** Additional field reconnaissance and data collection may be required. Develop a plan with the City to obtain missing critical information in a timely manner (the City may elect to collect the missing data or a portion of the missing data). The missing data will be obtained. If the City is doing the data collection, the results will be transmitted electronically to the consultant.

Task 2 – Basin and Sub-Basin Delineation

Based on topography, it is assumed that there are three major drainage basins within Glenwood (north of Franklin Boulevard, east of McVay Highway, and the interior of Glenwood) and that stormwater in Glenwood either flows directly to the Willamette River or flows through groundwater to the Willamette River. Following adoption of the Phase I Glenwood Refinement Plan in 2012, the City amended the regional Public Facilities and

Services Plan in 2015 to add three new outfalls to Springfield's stormwater system project list in anticipation of future development in the Glenwood Riverfront and associated conveyance of treated stormwater from new public and private facilities to the Willamette River. However, this was a high level estimate, and the City wishes to complete the analysis necessary to specifically identify the number and location of needed outfalls based on basin delineation for all of Glenwood.

Objective: Identify the drainage basin and sub-basin boundaries that are within Glenwood and for adjacent areas that affect Glenwood; and identify the total number and likely potential location of new river outfalls in Glenwood for the conveyance of excess high flow that cannot be infiltrated locally.

. Activities:

- **Use LiDAR to create a DEM.** Use current LiDAR data obtained in Task 1 to create a Digital Elevation Model (DEM). Also map ground contours at one-foot intervals or, depending on the resolution of the LiDAR data, half-foot intervals.
- **Create a set of work maps and develop a preliminary delineation.** Using the aerial photographs and information on any underground storm systems obtained in Task 1, as well as the DEMs created for this task, create a set of work maps and develop a preliminary delineation of sub-basins.
- **Conduct field reconnaissance.** Use the preliminary delineation to conduct a reconnaissance to measure any needed ground elevations, flow line elevations, or channel cross sections to refine sub-basin boundaries in the field.
- **Finalize sub-basin delineation.** With the information gathered in the field reconnaissance, finalize the delineation. The sub-basins and basins to which they contribute (when two or more drain in series) shall be named using a logical naming convention.
- **Prepare GIS-based drainage system maps.** Using the results of the basin and sub-basin delineation and the information/data compiled in Task 1, develop a drainage system base map to be used for the stormwater system. It is assumed that the map will include, at a minimum: drainage basins and sub-basin boundaries, existing and proposed outfalls, topography, soil types, current and planned rights-of-way, tax lots, and current and planned land use.
- **Prepare technical memorandum.** Summarize the results of the basin and sub-basin delineation in a brief technical memorandum and include GIS-based drainage system maps.

Task 3 – Soil Infiltration Testing

Implementation of the Phase I Glenwood Refinement Plan stormwater policies relies on the naturally pervious ground conditions and high infiltration capacity of soils in Glenwood. Knowing the specific infiltration capacity of these soils will inform the siting and design of public and private stormwater facilities.

Objective: To obtain specific infiltration capacity data correlated to locally named soils to inform the future design of public and private stormwater facilities.

Activities:

- **Develop plan to measure soil infiltration capacity.** Using the data from Task 1 and the results of the basin and sub-basin delineation in Task 2, identify specific locations desired to test for soil infiltration capacity and develop a plan to collect infiltration tests for each named soil with the goal of obtaining a representative sampling that captures the soil characteristics of the study area.
- **Contact property owners and obtain permission to test.** It is assumed that the City will provide property owner information and will work with the consultant to contact property owners to seek permission to access property, where required, for the purpose of measuring soil infiltration.
- **Conduct the infiltration tests.** Access the properties that granted permission and conduct the infiltration tests using an EPA-approved infiltration measurement device and process.
- **Prepare technical memorandum.** Summarize the results of the infiltration testing in a brief technical memorandum that correlates the infiltration testing to the basin delineation.

Task 4 – LIDA Policy Evaluation

As directed by Policy E.4.a. of the Phase I Glenwood Refinement Plan, which can be found here (http://www.springfield-or.gov/dpw/documents/AdoptedGlenwoodRefinementPlan_amended.pdf), the City amended its Engineering Design Standards and Procedures Manual (EDSPM), a copy of which can be found here (<http://www.springfield-or.gov/dpw/EngineeringDesignStandardsAndProceduresManual.htm>) in 2012 to facilitate the use of Low Impact Development Approach (LIDA) techniques in Glenwood to achieve stormwater quality and optimal capacity management. Specifically, EDSPM Section 4.17.1, Requirements for Low Impact Development Approach Areas, was added. However, the use of LIDA is a relatively new practice in the City of Springfield and the Eugene/Springfield metropolitan area. Further, while detailed design guidance exists in the City of Eugene's 2014 Stormwater Management Manual, which is referenced in the Springfield EDSPM Section 4.17.1, it is possible that Glenwood-specific design guidance would more effectively facilitate the use of LIDA in the Glenwood Riverfront.

In addition, acknowledging that site conditions or constraints related to the unique character of a site and its redevelopment activities may make vegetative treatment unattainable in some cases, the Phase I Glenwood Refinement Plan allowed for provisions for the use of suitable mechanical treatment. Specifically, Policy E.4.b. states "allow the use of mechanical stormwater treatment, where necessary." However, the EDSPM was never amended to detail the criteria that must be satisfied prior to the use of mechanical systems in Glenwood.

Objective: Determine whether and how EDSPM Section 4.17.1 should be amended based on the master plan investigations to more effectively facilitate the use of LIDA in Glenwood to achieve the stated goals and policies of the Phase I Glenwood Refinement Plan for stormwater management.

Activities:

- **Review and evaluate EDSPM Section 4.17.1.** Review Springfield's EDSPM Section 4.17.1 and assess the extent to which the stormwater standards and requirements a)

accurately align with the goals and policies of the Phase I Glenwood Refinement Plan for stormwater management, b) are clear and objective, and c) adequately detail the procedures, criteria, and tools necessary to implement the Phase I Glenwood Refinement Plan stormwater policies. Identify gaps, where applicable, and develop recommendations for EDSPM amendments.

- **Prepare technical memorandum.** In a brief technical memorandum, summarize the analysis of EDSPM Section 4.17.1 and recommended amendments.

Task 5 – Glenwood Slough Restoration Guidance

The condition of the Glenwood Slough, a locally significant wetland and Water Quality Limited Watercourse, has degraded over time, in large part as a result of minimally regulated development in Glenwood prior to Glenwood's jurisdictional transfer to Springfield in 1999. A 2002 Inventory and Channel Assessment Report for Springfield's Waterways gave the slough an average overall health rating of 'poor.' Implementation Strategy C.6.a.8 in the Phase I Glenwood Refinement Plan calls for initiating a Capital Improvement Project (CIP) for improving stormwater capacity and riparian habitat along selected existing sloughs and waterways in the Glenwood Riverfront, including the Glenwood Slough. In addition, as a regulated Water Quality Limited Watercourse, private development that contains or abuts the slough is required to preserve the hydrologic capacity of and restore and enhance the degraded function of the slough at the time of development in accordance with Springfield Development Code Sections 4.3-110(G) and 4.3-115(C). Restoration and enhancement of the slough under either of these scenarios necessitates an improved understanding of the slough's condition and restoration needs.

Objective: To develop clear and objective slough restoration guidelines for the Glenwood Slough for a) future development containing or abutting the slough and/or b) a future CIP project for improving stormwater capacity and riparian habitat in the slough.

Activities:

- **Assess channel conditions.** Develop and execute a plan to assess the Glenwood Slough's stormwater capacity and riparian function.
- **Identify areas for restoration.** Identify the stretches of the channel that are in need of restoration and develop recommendations for improving stormwater capacity and riparian function, including prioritization of tasks.
- **Prepare technical memorandum.** In a brief technical memorandum, summarize the assessment of the Glenwood Slough's condition and recommended specific restoration improvements.

ATTACHMENT # 2 - Fee Proposal

		[TITLE OF TALENT]	Admin Support	Direct Expenses ¹	Total/Hours	Total/NTE Cost				
	Staff Name									
	Hourly rate	\$	\$	\$	\$	\$	\$			
Task	Task Description ²	# of hours								
1										
1.1										
1.2										
2										
2.1										
2.2										
3										
3.1										
3.2										
4										
4.1										
4.2										
5										
5.1										
5.2										
	Total Hours									
	Cost Subtotal									
							Markup on Subs at ##%			
							Total Markup Fees:			
							Grand Total			

- Notes
1. Please describe what each specific direct expense is for.
 2. Subtasks are provided as an example, if additional subtasks are necessary please include.
 3. Include the titles, staff names and hourly rates for any additional services.
 4. Do not submit with your proposal. Must be ready to submit to city within 24 hours of the issuance of the Intent to Award.

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract # Call 3708 for contract #

Dated:

Parties: The City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity: Sole Proprietorship Partners Limited Liability Company Corporation
- B. Address:
- C. Telephone:
- D. Fax No:
- E. SSN or Fed. I.D. No:
- F. Professional License(s) No:
- G. Oregon Agency Issuing License:
- H. Foreign Contractor Yes No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
2. **Invoice.** Invoice to be sent to: Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. Invoice will be paid on net 30 day terms upon City acceptance of goods delivered, work or services performed. The invoice must reference this contract #XXXX and approval code #XXX.

ATTACHMENT 3

3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.
4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor selected as a result of RFP 1938 Glenwood Stormwater Evaluation issued August 18, 2017.
6. **First Point of Contact.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor and as more specifically set forth in Exhibit C.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided
15. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume

ATTACHMENT 3

defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

- 16.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent Contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent Contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such limits. Independent Contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Asbestos Abatement.** (Only applicable to contracts where asbestos maybe present) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
- a. A full occurrence form, or
 - b. A limited occurrence form with at least a three-year (3) tail, or
 - c. A claim made form with a three-year (3) tail.
- 16.4. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Independent Contractor is exempt from coverage, a written statement signed by Independent Contractor so stating the reason for exemption shall be provided to the City.
- 16.5. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.

ATTACHMENT 3

- 16.6. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Independent Contractor shall provide written notice to the City contract manager within 2 calendar days after the Independent Contractor becomes aware that their coverage has been canceled or has been materially changed. The Independent Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Independent Contractors insurance coverage to cease or be modified, it is the Independent Contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ **(Independent Contractor initials)**
- 16.7. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.8. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 16.10. Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.
- 18. Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 19. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

ATTACHMENT 3

- 20. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 21. Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 22. Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 23. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 24. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 25. Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 26. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 27. Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 30. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

ATTACHMENT 3

32. Choice of Law, Forum, Construction of Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

33. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 3

EXHIBIT "A"

INDEPENDENT CONTRACTOR STATUS

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and
2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of City to specify the desired results; and
3. Independent contractor is customarily engaged in an independently established business; and
4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Independent contractor complies with at least five of the following requirements:
 - (a) A business location is maintained that is separate from the business or work location of City; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.
 - (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
 - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
 - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Independent contractor will immediately inform City in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.

ATTACHMENT 3

EXHIBIT "B"

City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, 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 hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

ATTACHMENT 3

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).

An employer shall give notice in writing to employees who work on a public contract 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 days per week that the employees may be required to work. ORS 279B.520(2).

- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work. ORS 279C.520(5)
- 20) ENVIRONMENTAL MATTERS: In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.
- If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with the City, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.
- If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture	Fish and Wildlife Services
Forest Service	Office of Surface Mining
Soil Conservation Service	Reclamation and Enforcement
Department of the Army Corps of Engineers	Bureau of Reclamation
Coast Guard	Department of Labor
Department of Health and Human Services	Occupational Safety and Health Administration
Department of the Interior	Mine Safety and Health Administration
Bureau of Indian Affairs	Department of Transportation
Bureau of Land Management	Federal Highway Administration
Bureau of Outdoor Recreation	Environmental Protection Agency
Department of Commerce	

STATE AGENCIES

ATTACHMENT 3

Department of Agriculture
Department of Energy
Department of Environmental Quality
Department of Fish and Wildlife
Department of Forestry
Department of Geology and Minerals

Department of Human Services
Land Conservation and Development Commission
Division of State Lands
State Soil and Water Conservation Commission
Water Resources Department
Oregon Department of Transportation

LOCAL AGENCIES

Common Council, City of Springfield
Environmental Services, City of Springfield
Board of Commissioners, Lane County
Lane Regional Air Protection Agency
Willamalane Park & Recreation District
Rainbow Water District

Planning Commission, City of Springfield
Development Services Department, City of Springfield
Planning Commission, Lane County
Springfield Utility Board
Springfield Downtown & Glenwood Urban Renewal Districts

- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

If this agreement is for demolition, the contract shall also contain the following conditions:

- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

ATTACHMENT 3

EXHIBIT C OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Contractor's Compliance with Tax Laws.

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to City that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:

- (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

Attachment 4

Authorization to Legally Bind Bidder

The person executing this Bid and the instruments referred to herein on behalf of the Bidder has the legal power, right, and actual authority to submit this Bid, and to bind the Bidder to the terms and conditions of this Bid.

(Signature of person authorized to bind Bidder) Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

Minority, Women, and Emerging Small Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Procurement # _____ or Project No. P _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the Department. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business and construction communities. The Department does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the Department will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certification type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:
For each First Tier Subcontractor, provide the same information, using additional sheets as necessary: