

IMPORTANT NOTICE!!

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

aclinton@springfield-or.gov

Information to be provided:

- "RFP# **S3727; Harbor Drive Pump Station**"
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 website at <http://www.springfield-or.gov/city/finance/purchasing> to check for any available addendum to current opportunities, cancellations, or intents to award posted.

**CITY OF SPRINGFIELD
OREGON**

**Request for Proposal #S3727
Development & Public Works
Harbor Drive Pump Station**

The City of Springfield is requesting proposals through the formal RFP process to establish a contract with a consultant or firm for engineering, geotechnical, and environmental services to design the new Harbor Drive Pump Station.

The work includes investigation and evaluation of the proposed service area, equipment and vehicular site access, flooding, and inclement weather resiliency, impervious surface and stormwater management requirements, review of current codes and standards, preparation of operation & maintenance manuals, preliminary & final design, along with startup & commissioning. Moreover, it will also include investigation, data collection, and pre-design to be performed in sufficient detail to determine lift station location options, vault type and size options, sewer line size, routing, permitting and easement needs, odor control, generator sizing, and influent gate design.

Proposal packets are available on the City's website at www.springfield-or.gov/city/finance/purchasing or by contacting Amanda Clinton at 541-726-3628 or by email aclinton@springfield-or.gov.

Sealed proposals will be received by the Development and Public Works Department, City of Springfield, 225 5th Street, Springfield OR, 97477, Attn: Sr. Contracts Analyst, Amanda Clinton, until 1:59 pm local time, Wednesday, November 13, 2024. Sealed proposals must be marked "**RFP#S3727: Harbor Drive Pump Station**". *There will be no public opening.* An online Pre-Proposal meeting (via Teams) will be held on October 29, 2024. The link is available on our website: www.springfield-or.gov/city/finance/purchasing.

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

The City of Springfield encourages proposers or sub-contractors who are minority, woman-owned, and emerging small businesses to participate in City projects.

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Amanda Clinton, 541-726-3628 at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.



**Request for Proposal
#S3727**

**Development & Public Works
Harbor Drive Pump Station**

City of Springfield
Engineering Department
Springfield, Oregon 97477

October 4th, 2024

I. Project Overview

The Harbor Drive Pump Station project will provide sanitary sewer service to areas currently served by septic systems and other developable land in southwestern Springfield. The Harbor Drive Pump Station is identified in the 2024 draft Wastewater Master Plan and is programmed in the current Capital Improvement Program (CIP). Funding to begin planning and design is included in the Fiscal Year (FY) 2025-26 Capital Budget, with construction anticipated to follow in FY 2026-27. This Project includes a pump station and connection to an existing dry 5-inch force main near the intersection of Dorris Street and Harbor Drive. The existing force main discharges to MH #24898 on S 2nd Street.

The scope of work shall include the investigation and evaluation of the proposed service area, equipment and vehicular site access, flooding, and inclement weather resiliency, impervious surface and stormwater management requirements, review of current codes and standards, preparation of operation & maintenance manuals, preliminary & final design, and startup & commissioning. The Consultant shall prepare and submit all applications for permits required by local, state, and federal agencies.

Investigation, data collection, and pre-design shall be performed in sufficient detail to determine lift station location options, vault type and size options, sewer line size, routing, permitting and easement needs, odor control, generator sizing, and influent gate design. Project cost estimates shall include projected operation and maintenance costs for primary component selection.

II. Overall Project Description and Scope of Work

The City of Springfield's purpose for issuing this RFP is to establish a contract with an Engineering, Geotechnical, and Environmental consulting firm. The scope of work needed from the Engineering, Geotechnical, and Environmental consultant is described in Attachment 1 - Scope of Work.

III. Proposal Submission Requirements

Your response to the Request for Proposal must contain all the information requested in the Request for Proposal and acknowledge 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** – All Proposals must be accompanied by a cover letter signed by an individual who is legally authorized to enter into a contract on behalf of the proposing individual/firm.

- a. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Scope of Work.
 - b. Affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 2 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 by **March 1, 2025** 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** - Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and a summary or relevant project experience.
 4. **Resumes** - Include a resume for the Engineering, Geotechnical, and Environmental staff 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.
 6. **Hours Proposal** -The hours proposal should list the total hours estimated to complete the Project broken down by the type of employee that will be assigned to this assignment: A suggested format is:

| Job Title | Number of Employees | Estimated hours |
|--------------|---------------------|-----------------|
| Partner | | |
| Manager | | |
| Supervisor | | |
| Senior | | |
| Junior | | |
| | | |
| Total | | |

*Job titles may vary between firms.

7. **Additional Services** - If it should become necessary for the City of Springfield to request the Engineering, Geotechnical, and Environmental firm 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.

8. **References** - Provide a minimum of five (5) references for Engineering, Geotechnical, and Environmental Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.
9. **Attachment #2** – Sample Contract – in your cover letter acceptance of terms and conditions.
10. **Signed Attachment #3** – Authorization to Legally Bind Bidder
11. **Signed Attachment #4** – 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.

1. Proposal Review

- a. The proposals will be examined to determine that the firm satisfies the submission requirements as identified in **Section #III**. Firms who do not meet the mandatory requirements will be eliminated from further consideration.
- b. Next the committee will use the Proposal Evaluations Criteria as identified in **Section IV, # 2a** to score each proposal. The committee will rely on information provided in the Proposals, as well as information provided by references.

2. Evaluation Criteria

Proposals will be evaluated using the criteria in **Section 2a**. Firms meeting the mandatory criteria will have their proposals evaluated and scored. The following represent the criteria which will be considered during the evaluation process.

a. Proposal Evaluation Criteria

| Criteria | Possible Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Understanding of work to be performed and ability to manage work (Reference Section III (5. Approach)) | 35 |
| Qualifications and experience of the firm, individuals, and sub-consultants (Reference Section III (3. Qualifications) and (4. Resumes)) | 40 |
| References (Reference Section III (8. References)) | 10 |
| Completeness of RFP | 15 |
| Total | 100 |

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 their Qualifications score.

V. Schedule for Selection Process

| | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP Package Available | Monday, October 7, 2024 |
| Pre-Proposal Meeting (Non-Mandatory) | Tuesday, October 29, 2024, at 10:00am (via Teams link) Join the meeting now Meeting ID: 258 472 042 934 Passcode: 82QDGz |
| Questions/Responses Due | Wednesday, November 6, 2024, at 5pm. |
| Proposals Due: | Wednesday, November 13, 2024, 2 pm local time |
| Proposal Review: | November 18th – December 4th, 2024 |
| Intent to Award Notice: (approximate) | Wednesday, December 11, 2024 |
| Contract Award (approximate) | Monday, January 6, 2025 |

There will be no public opening of the RFP responses. All interested parties are invited to attend to review our website for updates and proposal scores. [ITB/RFP - City of Springfield Oregon \(springfield-or.gov\)](https://springfield-or.gov/ITB/RFP).

Prospective Proposers may contact Sr. Contracts Analyst, Amanda Clinton or by email aclinton@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. City staff, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or

VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at <http://www.springfield-or.gov/city/finance/purchasing> and select the document titled **RFP #S3727 Harbor Drive Pump Station** or in-person at the Springfield City Hall, Department, 225 Fifth Street, Springfield, OR, 97477.

Each Proposal must include one (1) original signed submission, marked "**S3727 Harbor Drive Pump Station**" and (1) electronic copy (PDF format) on a USB drive. Each original Proposal and required materials must be contained in a sealed envelope or box and must be received no later than 2 p.m., local time, Wednesday, November 13th, 2024, at the following address:

City of Springfield
Engineering Department
Attention: Amanda Clinton
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 <http://www.springfield-or.gov/city/finance/purchasing> and select the document titled **Request for Proposal #S3727 Development & Public Works Harbor Drive Pump Station**. 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 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 2.

X. Negotiation of Price Agreement

Springfield reserves the right to negotiate a final contract which is in the best interest of the City considering cost effectiveness and quality central control. Once a tentative selection has been made by the evaluation committee, City staff will attempt to negotiate a contract with the preferred Proposer. If the negotiations are not successful, City staff will negotiate with other qualified Proposers in the order of their respective qualifications until an agreement is reached or City staff decides to terminate the selection process.

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.

Nathan Bell 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:

Amanda Clinton, Sr. Contracts Analyst
Development and Public Works
225 Fifth Street
Springfield, OR 97477
aclinton@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 <http://www.springfield-or.gov/city/finance/purchasing>. Select the document titled **#S3727 Development & Public Works Harbor Drive Pump Station**. 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 **on Friday, November 15th, 2024**.

XIV. Solicitation Protest Procedure

A prospective Proposer may submit formal protests to this Request for Proposal or any addenda to aclinton@springfield-or.gov. This request must be delivered no later than noon local time on **Wednesday, October 30th, 2024**, or the close of the next business day following the issuance of an addenda, whichever occurs later. A written protest of this Request for Proposals must include:

- Sufficient information to identify the solicitation being protested, such as including **"RFP # C3727 Protest"** in the email subject line;
- The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, legally flawed, or improperly specifies a brand name;
- Evidence or supporting documentation that supports the grounds on which the protest is based; and
- The relief sought, including a statement of the desired changes to this RFP or the procurement process the prospective Proposer believes will remedy the conditions that form the basis for the protest.

The City will review protests to the solicitation that are timely filed and notify the prospective Proposers of the decision in writing no fewer than three business days before the closing date, unless the City finds that circumstances warrant a shorter time period. In response to a valid Protest, the City may issue an addendum to this RFP. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of this RFP.

XV. Award 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. Protests must be submitted to:

City Recorder
City of Springfield
225 Fifth Street
Springfield, OR 97477
publicrecords@springfield-or.gov

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.

XVII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

If any respondent requires special assistance or auxiliary aids during the proposal, evaluation or award process, please contact Amanda Clinton, 541-726-3628 or by email at aclinton@springfield-or.gov at least two (2) business days prior to the required assistance. TTY users dial Oregon Relay Services at 711.

Attachment 1 Scope of Work

I. PROJECT DESCRIPTION AND OVERVIEW OF SCOPE OF WORK

The City of Springfield is issuing this Request for Proposal (RFP) to establish a contract with a consultant or a firm for engineering, geotechnical, and environmental services in connection with the Harbor Drive Pump Station Project (P21204).

The Springfield City Council has directed staff to analyze areas within the Urban Growth Boundary (UGB) where investment in infrastructure may spur residential development and investment. The Harbor Drive Pump Station project will provide sanitary sewer service to areas currently served by septic systems and other developable land in southwestern Springfield.

The Harbor Drive Pump Station is identified in the 2024 draft Wastewater Master Plan and is programmed in the current Capital Improvement Program (CIP). Funding to begin planning and design is included in the Fiscal Year (FY) 2025-26 Capital Budget with construction anticipated to follow in FY 2026-27. This project includes a pump station and connection to an existing dry 5-inch force main near the intersection of Dorris Street and Harbor Drive. The existing force main discharges to MH #24898 on S 2nd Street.

The scope of work shall include the investigation and evaluation of the proposed service area, equipment and vehicular site access, flooding and inclement weather resiliency, impervious surface and stormwater management requirements, review of current codes and standards, preparation of operation & maintenance manuals, preliminary & final design, and startup & commissioning. The consultant shall prepare and submit all applications for permits required by local, state, and federal agencies.

Investigation, data collection, and pre-design shall be performed in sufficient detail to determine lift station location options, vault type and size options, sewer line size, routing, permitting and easement needs, odor control, generator sizing, and influent gate design. Project cost estimates shall include projected operation and maintenance costs for main component selection.

Project Location (See Attachment 1).

II. TASKS, DELIVERABLES AND SCHEDULE

Consultant shall complete all tasks and provide all deliverables identified below in accordance with the performance requirements and delivery schedules. The delivery schedule is listed under each task.

FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by the City.

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with the version used by the City.
- All electronic drawing files shall be produced and provided on disk and electronically in AutoCad Civil 3D 2022 format.
- The City will provide the latest City CAD template and standard blocks to use for the electronic plan set.
- All plans must comply with the City of Springfield Engineering Design Standards and Procedures Manual.
- All plans must comply with the 2024 Oregon Standard Specifications for Construction and the City of Springfield's updated Part 00100 found at the following link <https://springfield-or.gov/city/development-public-works/new-standard-construction-specifications/> .

TASK 1- PROJECT MANAGEMENT AND COORDINATION

Consultant shall provide management and coordinate for all tasks included in this scope of work from the Notice to Proceed until the completion of the project when the City has accepted the approved as-built plan set from the consultant. Consultant shall manage services performed by Consultant's staff and sub-consultants. Consultant shall also coordinate with the City of Springfield project lead on work tasks performed by others. Consultant shall provide quality assurance so that deliverables submitted to the City have been peer reviewed prior to submittal. During construction, the consultant shall maintain liaison and coordination between Consultant's staff, Construction Contractor (CC), and City Project Lead.

Task 1.1 – Overall Project Management

Consultant shall coordinate services/tasks within this scope of work and shall maintain coordination with the City as needed in order to successfully complete all services. Consultant's Project Manager ("PM") shall be the primary point of contact and shall communicate with the City regarding the status of services being performed, and to discuss issues or concerns that may affect the Project. Consultant shall carefully monitor the scope of work task level budgets and expenditures and communicate with the City lead well in advance of any potential overruns.

Consultant shall maintain a comprehensive Project file, which must include engineering computations, assumptions, meetings agendas and minutes, working drawings, correspondence, and memoranda.

✓ *Tasks 1.1 Deliverables:*

Consultant shall provide:

- A Project file containing elements mentioned above for the duration of the Project.

Task 1.2 – Project Schedule

Consultant shall submit a detailed Project schedule to the City using MS Project for the Consultant tasks. Consultant shall update the schedule during the course of the project with an assumption of 2 updates. The Project schedule when submitted must have, at a minimum, the following milestones with the associated submittal dates:

- Notice to Proceed (NTP)
- Submittals (each task/product)
- Preliminary/Advance/ Final Plan, Utility phase, specifications, and estimate completion dates
- Preliminary Plan, Advance Plan, and Plan-in-Hand review meetings
- City review periods

✓ **Tasks 1.2 Deliverables:**

Consultant shall provide:

- Electronic copy (PDF and MS Project) of the Microsoft Project schedule submitted to the City.

Task 1.3 – Contract Administration

Consultant shall prepare monthly progress reports and progress billings in a format approved by the City project leader.

Consultant's progress reports will accompany each submitted invoice and summarize professional service activities performed and deliverables completed during the invoicing period. Progress reports and progress billings shall be peer-reviewed by consultant prior to submittal to the City. Consultant shall provide a breakdown of the expense costs and copies of expense receipts.

✓ **Tasks 1.3 Deliverables:**

Consultant shall provide:

- Electronic monthly progress reports and billing invoices including a breakdown of expenses to be submitted to the City by the 20th of each month.

Task 1.4 – Project Kickoff Meeting

Consultant shall organize and conduct one (1) project kick-off meeting. The City and lead personnel from each discipline of the consultant's team shall attend the meeting.

✓ **Tasks 1.4 Deliverables:**

Consultant shall provide:

- A meeting agenda.
- Electronic copy of the meeting minutes.

Task 1.5 – Project Team Meetings

Consultant shall organize and conduct up to six (6) project meetings with the City, and project design team. The consultant's project manager shall attend all project meetings. Other discipline lead personnel from the consultant's team shall attend meetings as needed.

The meetings are virtual Teams meetings unless otherwise agreed upon by the City and consultant. For estimating purposes, it is assumed each meeting will be one (1) hour in length.

✓ *Tasks 1.5 Deliverables:*

Consultant shall provide:

- A meeting agenda.
- Electronic copy of the meeting minutes.

Task 1.6 – Project Coordination

The consultant's project manager and City project lead shall hold a weekly check-in meeting over a Teams meeting, the phone or in person, if needed in order to address any questions that may arise and/or to keep each other up to date on the project. For estimating purposes, it is assumed each check-in meeting will be at the most one (1) hour in length.

Task 1.7 – Review and Comment Overview

Consultant shall coordinate with the City project lead as necessary and shall review draft deliverables to incorporate City draft review comments.

Consultant shall incorporate comments within 10 business days from receipt by the City and return the final to the City project leader, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by the City.

TASK 2 - EXISTING CONDITIONS INVESTIGATION AND DATA GATHERING

The Consultant shall review existing construction documents, delineate wetlands (if necessary), contact utility companies, conduct geotechnical investigations, etc. The Consultant shall review the available information on the upstream sewer reaches to determine the necessary capacity of the pump station. The Consultant shall prepare maps and other explanatory documents to support their findings.

The Consultant shall locate test sites to determine the soil properties encountered at the chosen lift station site and along the route of the sewer, as necessary. The method of soil logging and the interpretation of test results shall be certified to by a licensed Geotechnical Engineer or Engineering Geologist licensed in the State of Oregon. The selected consultant shall order and directly pay for testing/borings necessary and approved by the City for this project.

Task Two also includes the identification of the permits or approvals that will be required, if any, by local, state and federal agencies.

The City will provide a topographic survey of the project area.

TASK 3- UTILITY LOCATION AND COORDINATION

Consultant shall coordinate with utilities and identify any conflicts or impacts associated with construction of the project.

Task 3.1 – Review Data and On-Going Coordination

Consultant shall identify and locate all marked utilities within the project limits, initiate contact with utilities, and identify potential conflicts arising from construction of the project.

This work includes, but is not limited to coordinating and collecting utility-provided mapping for unmarked utilities, collecting and processing utility-provided three-dimensional location of any underground utilities that may be in conflict with the Project work, coordinating with the utility owners to resolve those potential conflicts, and confirming that final design plan accurately represent location of existing utilities.

Consultant shall review utility-provided information to verify conflicts identified during preliminary design, shall provide notification to impacted utility companies, and shall document all responses, communications, and agreements made with the utility companies.

✓ *Tasks 3.1 Deliverables:*

Consultant shall provide:

- Updated survey base map (provided by the City in Task 2) to include the existing utility information gathered in Task 3.1.
- Conflict Notification Letters (CNL) and supporting information for each utility in conflict with the proposed project. An electronic (PDF) copy of each CNL shall be provided to the City
- Record and document responses. Copies of any correspondences to be maintained in the project file and provide to City project leader.

Task 3.2 – Utility Coordination Meetings

Consultant shall schedule, attend, and document up to two (2) on-site meetings with potentially affected utilities. The meetings must be conducted on the project site after impacts have been identified in the 30% plan.

✓ *Tasks 3.2 Deliverables:*

- Electronic (PDF) copy of meeting summary.

Task 3.3 – Utility Timing Requirements and Certification

Consultant shall coordinate with each utility in conflict to verify relocation plan that is not in conflict with the project. Consultant shall communicate with the City for the City project lead to provide the utility contact list. Once the relocation plan has been established with each utility, consultant shall send a "Timing Requirements Letter" to each utility describing the relocation plan that was discussed and established. Consultant shall request a confirmation letter from all utility owners stating that the utility owner will either clear the right of way of their utility facilities prior to construction or request for relocation to occur during construction to avoid delaying the construction contractor. Once all "Timing

Requirements Letters" have been sent, consultant shall send the Utility Certification to the City. Consultant shall follow up with each utility concerning the status of confirmation letters verbally and in writing, as needed.

✓ **Tasks 3.3 Deliverables:**

Consultant shall provide:

- Timing Requirements Letters and supporting information for each utility in conflict with the proposed project within two (2) weeks of receiving City's comments on Advance Plan, One (1) electronic (PDF) copy of each letter shall be provided to the City.
- Complete Utility Certification.
- A summary of communications and confirmation letters received, and not received, with the utility certification.

TASK 4– PRELIMINARY PLAN

Task 4.1 – Preliminary Plan

Consultant shall prepare a preliminary plan (30%) for the project to be submitted to the City for review. The preliminary drawings shall be on 11"x17" sheets and must include:

- Title Sheet
- Site plan
- Typical sections
- Preliminary traffic control plan
- Erosion control plan

✓ **Task 4.1 Deliverables:**

Consultant shall provide:

- Electronic copy (PDF and AutoCAD) of preliminary drawings to the City.

Task 4.2 – Prepare Preliminary Cost Estimate

Consultant shall prepare and submit an engineer's construction cost estimate of construction quantities and costs for Preliminary Plan.

✓ **Task 4.2 Deliverables:**

Consultant shall provide:

- A Preliminary Engineer's Estimate to be submitted with deliverables for Task 4.4

Task 4.3 – Perform Independent Design Check/Review

Consultant shall perform an independent design check and QC/QA review of preliminary drawings, report, quantities, and estimate.

✓ Task 4.3 Deliverables:

Consultant shall provide:

- Quality Control documentation to be maintained in the Project file located at Consultant's corporate office and be available for inspection by or delivery to City as requested.

Task 4.4 – Prepare Preliminary Design Report

Consultant shall prepare a Preliminary Design Report for the project. Consultant shall obtain design acceptance by the City through the submittal and acceptance by the City of the final design report. This task includes preparing a draft Preliminary Design Report and incorporating City review comments into a Final Preliminary Design Report.

The Preliminary Design Report must summarize and reference reports, technical memoranda, and plan/drawings prepared by Consultant for other tasks in this scope of work. City will provide comments on the draft report within three (3) weeks of submittal to City. Consultant shall compile and address comments as they are received and communicate with City the proposed resolution to the comments.

✓ Task 4.4 Deliverables:

Consultant shall provide:

- Electronic (PDF) copy of the draft Preliminary Design Report to City for review.
- Electronic (PDF) copy of the final Preliminary Design Report to City.

TASK 5 – FINAL PLAN

Task 5.1 – Advance Plan

Consultant shall provide Advance Plan (90%), including construction specifications, special Provisions, and an engineer's estimate derived from the Preliminary Plan accepted by the City. Consultant shall incorporate preliminary plan review comments into the advance plan, specifications, and estimate. Consultant shall prepare a complete set of plans, details, specifications, and a cost estimate for the Project.

Advance Plan (11"x17") must be prepared as follows:

- Title Sheet
- Index of sheets
- Site Plan
- Typical Sections
- Detail Sheets
- Traffic Control Details
- Plan Sheets
- Erosion Control Details

✓ **Task 5.1 Deliverables:**

Consultant shall provide:

- Electronic copy (PDF and AutoCAD) of Advance Plans to City for review and one (1) hard copy (11"x17").

Task 5.2 – Final Plan

Consultant shall incorporate comments received from the City review of the Advance Plan into the Final Plan (100%) along with any additional updated information.

✓ **Task 5.2 Deliverables:**

Consultant shall provide:

- Electronic set (PDF and AutoCAD) of half-size (11"x17") stamped and signed by an Oregon Registered Professional Engineer plan set.
- One hard copy of Final Plan (11"x17").

Task 5.3 – Perform Independent Design Check/Review

Consultant shall perform independent design check and QC/QA review of drawings, specifications, quantities and estimate.

✓ **Task 5.3 Deliverables:**

Consultant shall provide:

- Quality Control documentation to be maintained in the Project File located at Consultant's corporate office and be available for inspection by or delivery to City, as requested.

Task 5.4 – Prepare Cost Estimate

Consultant shall prepare and submit an engineer's construction cost estimate of construction quantities and costs for Advance Plan and Final Plan.

✓ **Task 5.4 Deliverables:**

Consultant shall provide:

- An Advance Engineer's Estimate and a Final Engineer's Estimate to be submitted with deliverables for Task 6.1 and 6.2

TASK 6 – SPECIFICATIONS AND SPECIAL PROVISIONS

Consultant shall prepare a complete, ready for bid, construction specifications package including general conditions and Special Provisions utilizing City standard specifications and boilerplate Special Provisions. The Consultant shall write any additional Special Provisions needed for the Project.

Task 6.1 - Prepare Advance Specifications

- Consultant shall modify City standard specifications and boilerplate Special Provisions using "redline – strike out" revision features.
- Consultant shall write additional Special Provisions, as necessary.
- Consultant shall prepare an advance Engineer's Estimate.
- Consultant shall prepare a bid schedule for City review.

✓ **Task 6.1 Deliverables:**

Consultant shall prepare and distribute to City the following:

- Electronic copy (PDF and AutoCAD) of half-size (11" x 17") Advance Plan & Special Provisions.
- Electronic copy (Word) of the Special Provisions sent to Agency by e-mail.
- Electronic copy of 30% Preliminary Plan Review Comment Log.

Task 6.2 - Prepare Final Specifications

- Consultant shall revise Specifications and Special Provisions based on comments received during City review.
- Consultant shall make corrections to bid schedule and Engineer's Estimate based on review comments.
- Consultant shall prepare final Engineer's Estimate.

✓ **Task 6.2 Deliverables:**

Consultant shall:

Prepare and distribute the following to Agency:

- Engineer's Estimate & Special Provisions (Electronic and one (1) hard copy.
- Electronic copy of Advance Plan Review Comment Log.

TASK 7 – BIDDING ASSISTANCE

The City will advertise the project for bid, manage the procurement process, and issue award of contract. Consultant shall provide bidding assistance to City for answering questions during the advertising and bidding process.

The following subtasks may be involved in Bidding Assistance:

- Provide written responses to questions from bidders to City.
- Prepare up to one (1) plan and specifications addenda as needed.

Task 7.1 - Respond to Bidder Questions

If requested by City, Consultant shall provide written responses to bidder questions for City review. City will determine if addenda are required based on bidder questions and Consultant responses. City will forward Consultant responses to bidders, as necessary.

✓ Task 7.1 Deliverables:

Consultant shall provide:

- Electronic (Word) copy of documentation of responses to bidders.

Task 7.2 - Prepare Addenda

If requested by City, Consultant shall prepare up to one (1) plan and specifications addenda to address any bidder questions and any discrepancies found in plan and specifications.

✓ Task 7.2 Deliverables:

Consultant shall provide:

- Electronic copy (Word) of bid document addenda; stamped drawings and any Special Provision revisions.

TASK 8 – CONSTRUCTION CONTRACT ADMINISTRATION/ CONSTRUCTION ENGINEERING AND INSPECTION (CA/CAI)

Consultant shall support the Project's needs by providing CA/CEI services required to monitor the Contractor's work is performed in substantial accordance with the plan and specifications for the Project. Consultant shall provide engineering services if required to prepare design changes that are necessary during the construction phase of the project and incorporate City input.

Task 8.1 Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted by the CC as required by the contract. Consultant shall log in the submittal when it arrives, track the submittal to comply with response timelines, and log out the reviewed submittal when it is returned to the CC. Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain one of the as-submitted copies in the Project files.
- Include construction contract number on all shop drawings.

✓ **Task 8.1 Deliverables:**

- Reviewed return shop drawings with comments –
- One (1) copy to City
- Two (2) copies (1 for field and 1 for home office) to CC within time frame established in Construction Contract specified requirements.
- One (1) copy maintained in Project files.
- File of reviewed submittals retained by Consultant.

Task 8.2 Consultation During Construction

Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.

✓ **Task 8.2 Deliverables:**

- Written documentation to City lead of responses to CC inquiries within two (2) business days of inquiry. Up to ten responses to field inquiries for budgeting purposes.

TASK 9 – STARTUP AND COMMISSIONING

Consultant shall complete startup and commissioning of all systems and provide Operations and Maintenance Manuals to the City.

Task 9.1 Startup and Commissioning

Consultant shall provide a startup and commissioning plan and provide assistance during the startup and commissioning process. City staff will incorporate and program the Mission remote monitoring system.

✓ **Task 9.1 Deliverables:**

- Startup and commissioning plan

Task 9.2 O & M Manuals

Consultant shall provide O & M manuals for the complete system including all components as well as a completed asset tracking spreadsheet.

✓ **Task 9.2 Deliverables:**

- Final O & M Manuals (Electronic and one hard copy)
- Provide a completed asset tracking spreadsheet.

TASK 10 – CONSTRUCTION CLOSE-OUT

Consultant shall complete final on-site inspections and submit all final Project records required for final payment.

Task 10.1 Final On-Site Inspections

Consultant shall schedule and attend a final Project inspection with CC and City within 30 days after receiving notice from the CC that the project is complete. If additional construction items are identified, Consultant shall prepare a punch-list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant (if requested by the City) shall meet at Project site with City for a follow-up to the "final inspection". Consultant shall prepare and distribute the Recommendation of Project Acceptance.

✓ *Task 10.1 Deliverables:*

- Final inspection report (including follow-up revisions if necessary) to Agency
- Recommendation of Project Acceptance

Task 10.2 Prepare As-Constructed Drawings

Consultant shall incorporate As-Constructed mark-ups into electronic files for the project. Consultant shall re-issue drawings with mark-ups to the City. The As-Builts must comply with the City of Springfield's Engineering Design Standards Chapter 10 "Electronic Acceptance Standards" to receive final approval acceptance.

✓ *Task 10.2 Deliverables:*

- Final As-Constructed plan to City within 30 calendar days of final inspection acceptance
- Electronic files (PDF and AutoCAD) of As-Constructed plan to City

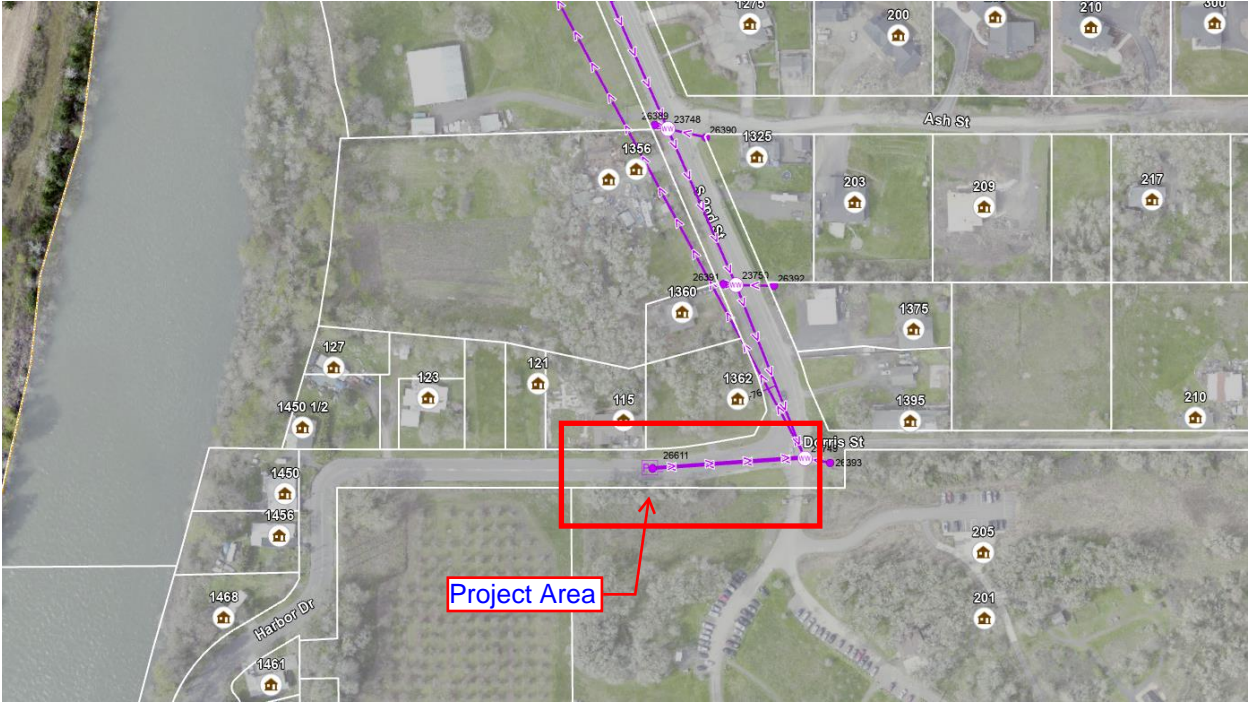
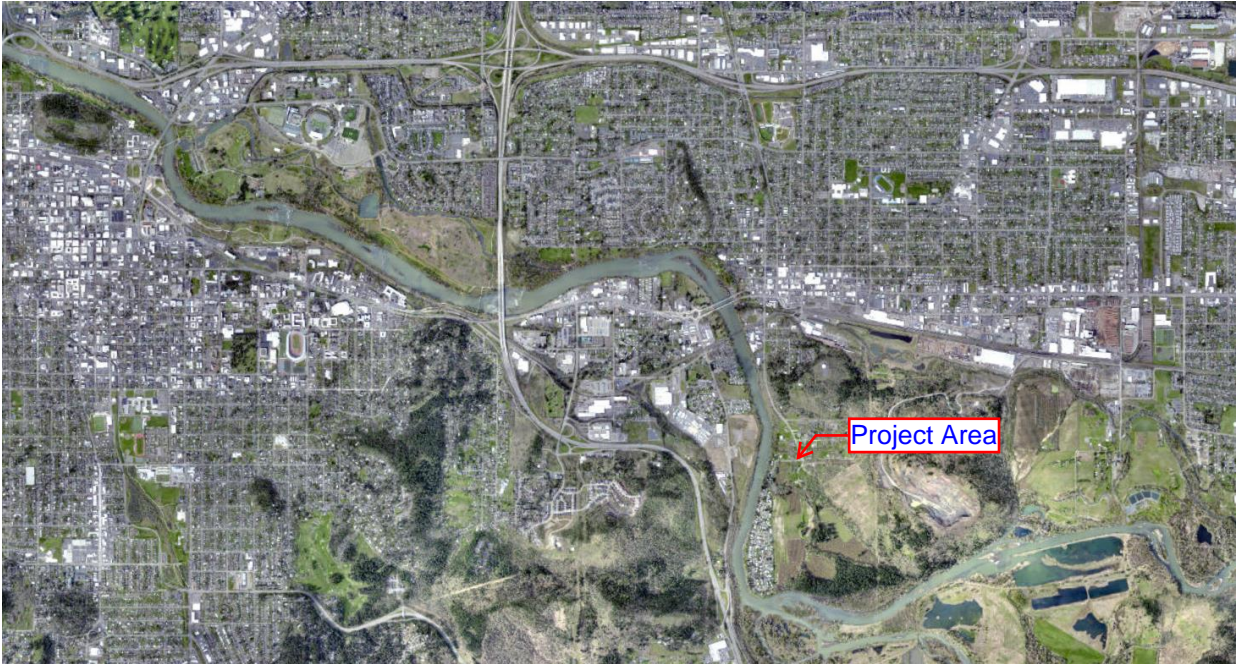
Task 10.3 Submit Final Project Records

Consultant shall organize and submit all final project documentation to the City.

✓ *Task 10.3 Deliverables:*

- Final Documentation

Attachment 1 – Project Location



CITY OF SPRINGFIELD PUBLIC IMPROVEMENT CONTRACT

FOR USE WITH OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION

PROJECT # P21204

Dated:

Parties: City of Springfield "CITY"
A Municipal Corporation of the State of Oregon
225 5th Street
Springfield, OR 97477

and

"Contractor"

Additional Contractor Information:

a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation

b) Address:

c) Telephone:

d) Fax No:

e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/portal/public/SAM/>: Yes No

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

| Account Number | Percentage |
|----------------|------------|
| | |
| | |
| | |

RECITALS

Contractor was the successful bidder for the contract for the construction of the public improvement project described in the plans and specifications for the project that were included in the bid documents and the 2024 Oregon Standard Specifications for Construction, issued by the Oregon Department of Transportation, as modified by the City's Amendments to the Specifications for the Project and any other Supplemental Specifications and Special Provisions included in the Bid Documents (all specifications, plans, Standard Drawings, Supplemental Specifications and Special Provisions included in the Contract are collectively referred to herein as the "Specifications") which form a part of the Contract.

AGREEMENT

- 1. The Contract.** The Contract between the City and Contractor (the "Contract") includes this Document and its exhibits, together with all of the documents and materials included in the definition of the "Contract Documents" in 00110.20 of the Specifications. In addition, the Contract between the City and Contractor shall be deemed to incorporate all reports, records, laws, rules and orders referenced in the Contract documents.

This Document includes and incorporates the following Exhibits:
Exhibit A - Solicitation Documents.

- 2. Definitions.** Unless otherwise specifically defined in this Document, all capitalized terms which are not proper nouns shall have the meanings assigned thereto in the Specifications.
- 3. Project.** The project is generally described as: Preparation, Design & Commissioning of lift station.
- 4. Work to be Performed.** Contractor agrees to furnish all services, labor, materials and equipment for and to construct the improvement listed above (the "Project"), according to the Bid Documents ("the Work") and according to the provisions of the Contract. All parts of the Work are the sole responsibility of Contractor.
- 5. Time of Commencement and Completion.** Time is of the Essence of the Contract. The time in which Contractor shall commence, prosecute and complete the Work is described in Section 00180 of the Specifications.
- 6. Contract Amount.** The Contract Amount is \$ [REDACTED] and consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on Contractor's Bid attached hereto. The actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities, as modified by Change Orders and adjustments made in accordance with the Specifications. Payment will be made as provided in the Specifications.
- 7. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by City) and hold harmless the parties as described in 00170.72 of the Specifications.
- 8. Insurance.** Contractor shall maintain in force for the duration of the Contract the insurance coverages specified in 00170.70 of the Specifications. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase Contractor's coverages by the amount of the statutory limit increase for such claims and to increase the aggregate coverage by an amount that is

twice as large as the statutory increase. The adequacy of all insurance required under the Contract shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

8.1.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.

8.2.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 Contractor shall provide written notice to the City contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the 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.

9. Performance and Payment Bonds. Prior to the commencement of the Work, Contractor shall provide good and sufficient performance and payment bonds as described in 00130.40 of the Specifications for approval by City and in the form of the bonds included in the Solicitation Documents.

10.Termination and Suspension. City may terminate the Contract or suspend the Work at any time as provided in 00180 of the Specifications.

11.Nonresident Contractors.

11.1. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder 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. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

11.2. As used in this paragraph, "nonresident contractor" means a contractor that: (A) 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, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

12.Default; Remedies. Upon Contractor's default or if in the public interest, City may terminate the Contract and take all other remedial actions available to City, as further specified in the 00180.90 of the Specifications. Without limiting the City's right to

disqualify Contractor pursuant to ORS279C.440, if Contractor willfully violates any of the provisions of sections EC 4.615 to 4.650 of The Eugene Code, 1971 or any of the provisions of State law or City's administrative rules governing public contracts, or if Contractor knowingly files false affidavits or certificates of compliance required under the Contract, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. City's claims for damages and any other equitable relief available to City resulting from Contractor's breach shall survive a termination of the Contract.

13. Liquidated Damages. In the event the Work is not completed within the contract time as specified in the Contract, Contractor shall pay to City liquidated damages, as further specified in 00180.85 of the Specifications. [Note to City staff – must determine amounts in Special Provisions for each contract or omit this language.]

14. Notices. Any written notices permitted or required by the Contract shall be delivered according to 00150.30 of the Specifications to the attention of the representatives of the parties set for below, or such other address and/or numbers as either party may provide to the other by notice given in accordance with this provision.

Contractor: [Add contractor name, address, phone, fax or email]

City: [City staff name and email, address, phone number]

15. Contract Documents; Interpretation. Where possible, all parts of the Contract shall be interpreted in a manner that avoids conflict between the various documents and their provisions. In the event that any provision of this Document conflicts with any provision of the Specifications, the discrepancy will be resolved in the order of precedence in 00150.10 of the Specifications.

16. Dispute Resolution. All disagreements, protests, and claims relating to the Contract, including claims for additional compensation and time for performance and completion of the Work, must be resolved according to section 00199 of the Specifications.

17. Venue & Choice of Law. The Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. If federal funding is included in the Contract, applicable Federal requirements govern in the event of conflicts among Federal, State and local laws. Any dispute between the Agency and the Contractor that arises from or relates to this Contract and is not resolved under the provisions of 00199 of the Specifications, shall be brought in the forum described in 00170.00.

18. Force Majeure. If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, City may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If City elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

19. 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 will not be

affected; the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

20. 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.

21. 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.

22. Assignment/Subcontract. 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 Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

23. Compliance with All Government Regulations. 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 Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

24. Construction of Agreement. This Contract shall not be construed more favorably to City due to the preparation of this Contract by City. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

25. 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.

26. Third Party Beneficiaries. The parties to the Contract do not intend to confer on any third party any rights under the Contract, except as otherwise described in 00170.79 of the Specifications. All Subcontractors are third parties.

27. Survival. Any obligation arising under the Contract which is not, or cannot be performed or paid prior to the expiration or termination of the Contract, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Contract.

CITY OF SPRINGFIELD:

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

CONTRACTOR:

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

SAMPLE

**City of Springfield Public Contract Addendum
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:

1. The contractor must 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. The contractor must 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. That contractor must 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. The contractor must 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, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must promptly, as due, make payment to any person, co-partnership, 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.
8. 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).
9. 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).
10. If the contract is for services, 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. Contractor 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).

ATTACHMENT 3

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. P21204

The City of Springfield is seeking information on the various business entities that submit bids and proposals for working with the City. 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 City 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 City 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.

Business Name: _____

Contact Person: _____

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)
- None of the above