

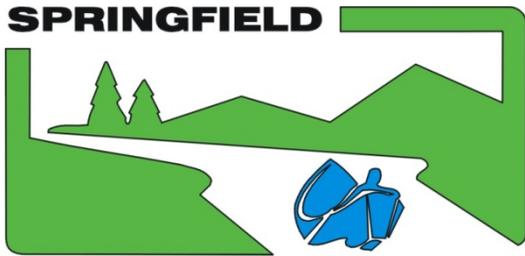
IMPORTANT NOTICE!!

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

Jayne McMahan jmcmahan@springfield-or.gov
Information to be provided:

- ITB# 819 Asphalt Patching Machine 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/RFPPAGE.HTM>) to check for any available addendum to current opportunities, cancellations or intents to award posted.



INVITATION TO BID

819 Asphalt Patching Machine

City of Springfield
Development and Public Works Department – Operations
Division
Springfield, Oregon 97477

September 17, 2012

**CITY OF SPRINGFIELD
OREGON**

**Invitation to Bid# 819
Development and Public Works – Operations Division
Asphalt Patching Machine**

Sealed bids 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 10th day of October, 2012 and opened at 2:00 p.m. local time the same day, for bids regarding a Asphalt Patching Machine. Sealed bids must be marked “**ITB#819: Asphalt Patching Machine**”.

Bid packets are available on the City’s website at www.springfield-or.gov (select the hyperlink from the left menu titled *Purchasing/Contracts* then *ITB #819: Asphalt Patching Machine*) 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 bids or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Invitation to Bid 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:

The Register Guard: September 17, 2012
Daily Journal of Commerce September 17, 2012

I. Overall Project Description and Specifications

The City of Springfield Development and Public Works Department – Operations Division is soliciting bids for a (1) new asphalt patching machine.

The asphalt patching machine to be furnished under these specifications shall comply with standard specifications for the model offered with exceptions and additions as contained herein. See Attachment 1 for specifics of the asphalt patching machine.

II. Bid Format

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 offerors to print on both sides of a sheet of paper whenever possible.

Bid packets must include the items listed below.

- A. Bidder's firm name, mailing and physical addresses, telephone number, fax number, and taxpayer identification number.
- B. Primary contact person's name, title, phone number, fax number and email address.
- C. Identify whether you qualify as resident bidder as described in ORS 279A.120 (1) (b) and if you are licensed to do business in the State of Oregon.
- D. Attachment 1 must be completed, signed, and returned as a minimum mandatory requirement of the submittal. Completion shall include but is not limited to a check mark in the appropriate box under each specification to clearly indicate that bidder's product either complies or is an exception to the specification as stated herein.
- E. Attachment 2 - **If applicable, completed submission of Equal Specifications:** All equal specifications offered by Bidders, will be evaluated by the City for quality, performance, functionality or other characteristics to meet City requirements. If accepted, they will be compared to the original specifications. Bid shall clearly identify all equal specifications submitted. The City has the final authority to determine which equal specifications are acceptable and which are not.
- F. Signed Attachment 4, Authority to Bind Bidder, must be signed by a member of your firm with authority to legally bind your firm and returned as part of the submittal packet.
- G. Signed Attachment 5- Minority Women Emerging Small Business Form (MWESB)
- H. Include complete information on product guarantees and of all product warranties.
- I. Formally acknowledge that all equipment will be delivered (FOB) City of Springfield. Springfield, OR 97477.

III. Schedule for Selection Process

Invitation to Bid package available	September 17, 2012
ITB Advertised	September 17, 2012
Requests to Consider Equal Specifications Due	September 28, 2012
City's Determination regarding Equal Specs	October 3, 2012
Bids Due by	October 10, 2012 2pm local time
Intent to Award Notice (approximate)	October 17, 2012
Award (approximate)	November 5, 2012

IV. Instructions to Bidders

Copies of the Invitation to Bid may be downloaded from the City of Springfield website at <http://www.springfield-or.gov/RFPAGE.HTM> then select the hyperlink titled: **ITB# 819 Asphalt Patching Machine** or by contacting Jayne McMahan, Procurement and Contracts Manager, by email at jmcmahan@springfield-or.gov.

As a minimum mandatory requirement, each bid must include one (1) original and (4) copies of the bid clearly marked "**ITB# 819 Asphalt Patching Machine**". Bids contained in a sealed envelop or box shall be received no later than **October 10, 2012 at 2:00 PM local time** at the following address:

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

Bids will be opened on **October 10, 2012 at 2:00 PM local time** in the Springfield City Hall at 225 Fifth Street, Springfield, Oregon. All bids shall be valid for 90 days from date of bid closing.

V. Contact Person

Applicants may contact Jayne McMahan for further information regarding this process. **Contact with other City officials may be grounds for disqualification.** Jayne McMahan can be reached by email at jmcmahan@springfield-or.gov or by phone at (541) 726-3708. Questions regarding specifications will be forwarded by Jayne McMahan to the appropriate personnel when more detailed explanations are required, and upon receipt of response from City personnel, Ms. McMahan will disseminate the information by written addenda issued by the City (See Section VII).

VI. Late Bids Not Considered

Bids must be received by the time specified at the address listed above. Any Bids received after the deadline will not be considered.

VII. Addenda to ITB

In the event that it is necessary to amend, revise, or supplement any part of the ITB, City of Springfield will post addenda on the City website (www.springfield-or.gov) and will make reasonable effort to provide addenda to all bidders to whom City provided the initial ITB. 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 ITB. 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 ITB, the decision of City shall be final and binding upon all parties.

VIII. Contract

The lowest responsible bidder will be expected to enter into a Contract with City. (Attachment 3 replicates a sample agreement.)

IX. Negotiation Of Agreement

City reserves the right to negotiate a final contract which is in the best interest of City considering cost effectiveness and quality control. Once a tentative selection has been made, Staff will attempt to negotiate a contract with the lowest responsive bidder for the asphalt patching machine. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for ratification.

X. City Selection Discretion

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

XI. Bid Ownership

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

After bid opening, all bids become part of the public record unless exempt under Oregon Public Records Law. Bidders wishing to exempt appropriate portions of their bids 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 Bids.

Bob Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XII. Exceptions To ITB

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

Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

City will make every effort to answer questions and, if warranted, to amend the ITB. Responses to questions and amendments to the ITB will be posted on the City of Springfield home page (www.springfield-or.gov, click on the *Purchase/Contracts* page). Bidders who are unable or unwilling to meet any of the requirements of this ITB should include, as part of their response, written exceptions to those requirements.

XIII. Comments And Protest Procedures

A prospective bidder may deliver to the Jayne McMahan, Procurement and Contracts Manager, a written request for change to any of the specifications listed in this Invitation to Bid. Such request shall be delivered in writing on or before September 28, 2012 Using Attachment 2 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 bidder,
- 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 bidders of the decision in writing on or before October 3, 2012 To the extent possible, the City will notify other prospective bidders of any changes or modifications to the Invitation to Bid via addenda see Section VII.

XIV. Complaints

Any bidder who has submitted a bid to the City of Springfield and who is adversely affected by the City's award of the Contract to another bidder 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 of Springfield. Such right to protest shall specify the grounds upon which the protest is based and shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

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

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

XV. Cost Of Bid

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

ATTACHMENT 1



Invitation To Bid
819 Asphalt Patching Machine

Name of Company

PROJECT DESCRIPTION: MINIMUM SPECIFICATIONS FOR PROVIDING ONE (1) New Asphalt Patching Machine

The specifications below are the minimum acceptable requirements. Bids must be submitted on the proposal forms provided by the City of Springfield.

Item #	Description of specification	Qualified Yes or No	Cost Per Item
Asphalt Patching Machine	General		
	The asphalt patching machine to be furnished under these specifications shall comply with standard specifications for the model offered with exceptions and additions as contained herein.		
	The unit shall be the manufacture's standard. It shall be equipped with the manufacturers equipment and accessories which are included as standard in the advertised and published literature for the unit. No such item of equipment accessories shall be removed or omitted for the reason that it was not specified in the bid. Items may be removed only where it is necessary to install other items in lieu thereof in order to comply with these specifications. The unit shall be able to be mounted on a Cab & Chassis that will be provided. The cost of mounting the machine on the Cab & Chassis including all necessary fabrications and hookup in order to make the unit into one functioning asphalt patching machine as shown and stated in the manufactures literature shall be included in the base bid. To view or obtain specifications for the Cab & Chassis to be provided contact Marcy Parker at the City of Springfield Public Works, Operations Division at 541-726-2197. The bid shall include FOB delivery to the City of Springfield.		
	The specifications as listed below are minimum requirements. All items listed herein shall be considered necessary to the equipment and shall be included as part of the base bid. Any deviation from the specifications shall be noted as an exception and fully explained on an attached sheet.		
A	Weight		
1	Machine weight empty shall not exceed 6,450 pounds		
2	The combination of the cab & chassis with the machine shall not exceed the D.O.T. Federal bridge weight compliance for a single axle vehicle. (List weight)		
B	Body/Hopper		
1	Hopper Capacity shall be a minimum of 4 1/2 CU yards		
2	The hopper shall be able to be pre-heated in order to raise the temperature prior to loading		
3	The hopper must be capable of keeping a full load of asphalt at working temperature for an eight (8) hour period.		
4	The body must be constructed of a minimum of 3/16 inch steel		
5	The body shall have hydraulic bi-fold top loading doors		
6	The doors shall have roller bearings in the hinges and roller bearings in the guide tracks on each side of the doors.		
7	The body shall be equipped with a tool box. The size shall be at least 75" long 22" deep and 8" inches high		
	Hopper Release Agent		
1	An 18 gallon tank must be supplied to store, transport, and spray a release agent, which must be built into the main body and equipped with a 12 volt electric pump capable of supplying the 45 P.S.I. pressure and 4.9 G.P.M. flow necessary to spray the release agent out of 30 removable bronze spray nozzles located in the upper rim edge of the hopper. The nozzle spacing must be such that no hopper surface is left uncoated. There must be a washable replaceable discharge filter located on the pump. The release agent pump must be located inside the driver's side rear compartment and actuated by a switch that will automatically spray a 25 second flow of release agent into the hopper and automatically shut off.		
C	Asphalt Delivery		
1	The asphalt shall be delivered from the hopper by an auger to a conveyer.		
2	The auger speed shall be variable and shall be reversible		
3	The auger shall be able to be operated from the back of the machine.		
4	There shall be a discharge chute for dispensing asphalt directly to the ground. The chute shall be able to be rotated from side to side.		
D	Heating		
1	This machine must be able to heat asphalt and store HOT at a temperature of 325° F minimum.		
2	The machine heating system shall be by radiant heat transfer oil.		
3	The heating source shall be propane.		
5	There shall be automatic thermostats to control the heat during operation and when not in operation but loaded with asphalt.		
6	The tank used to carry propane shall be built into the main body.		
7	The propane tanks capacity shall be a minimum of 34 gallons.		
8	A propane/electrical system must be to heat and maintain the heat of the transfer oil.		
9	This heater must be capable of reaching a temperature of 300° F automatically, without operator input.		
10	The propane burner and the electric heater must be controlled by two digital thermostats, one for daytime operating temperature and one for nighttime temperature.		
11	The thermostats must be digital with ¾" display, and be capable of holding a 4° F mix temperature accuracy throughout the entire mix load.		
E	Tack Oil		
1	This machine must have an insulated tack oil tank built into the main body with a capacity of 120 gallons minimum.		

2	The tank must be insulated with 1" insulation, and protected from external damage			
3	An isothermal heating source must be used that can keep the tack oil temperature between 33° F and 211° F additionally a rear mounted digital thermometer must be available.			
4	A hydraulic driven gear pump must be supplied to provide 60-80 P.S.I. spray pressure and an automatic re-circulation path to return excess tack oil back to the tank.			
5	Tack oil should be able to be loaded through a 3" fill spout by reversing thru pump direction while loading from a barrel. However almost always the machine will be filled at the asphalt plant.			
6	Tack oil must be sprayed through a 3/8" diameter X 60" long wand with a cut off valve, and a 30 degree spray pattern nozzle supplied through at least a 25' internal mounted hose.			
F	Hydraulic System			
1	The machine must have a closed center hydraulic system.			
2	The pump supplying fluid must be a have a minimum of 2,250 P.S.I.			
3	The pump must be mounted to a hot shift P.T.O. installed on an Allison 3000 series automatic transmission that will allow the hydraulic system to function when the truck engine is operating, producing live hydraulics, in order to allow both stationary and moving repair operations. The tank capacity must hold at least 30 gallons.			
4	The tank must have a baffle			
5	All of the solenoid valves must be labeled to indicate each function's direction of operation. There must be a manual override.			
G	Asphalt Removal Equipment			
1	A 25' 1/2 " hydraulic pressure hose and an internal 25' 3/4" return hose must be available.			
H	Equipment Storage Area			
1	A hydrostatic roller is <u>not needed</u> for this machine however a hydraulic operated lift mechanism shall be located behind the truck cab on the driver's side, so that it will not interfere with the asphalt repair procedures taking place at the rear of the truck. This lift must have a hydraulic locking mechanism that provides positive locking of the lift in the "UP" position. There must be an amber strobe light attached to the lift that provides visual evidence of lift displacement from its locked upright position. There must also be an audible warning accompanying "UP" or "DOWN" movement of the lift. To insure that equipment cannot inadvertently leave the lift or be stolen, there must be a self-locking mechanism that secures equipment when the lift is in the upright most position.			
I	Auxiliary Water System			
1	This machine must have a rear mounted 8 gallon auxiliary water tank. This tank must be non-metallic in construction with a 4" fill, a 1/2" drain, and accompanying hose. This tank must be mounted above and behind the tool rack so that it provides easy access to the operators at the rear and does not impede upon the repair process.			
J	Safety Items			
1	LED truck directional signal lighting, hydraulic raised and lowered arrow board arrow lighting, 6 corner strobe lighting and other safety equipment essential to the safe operation of the machine.			
2	There must be 6 red stop, turn, tail lights supplied at the rear of the machine. Two of the stop, turn, tail lights are to be supplied with the truck chassis and may be mounted low as supplied by the truck manufacturer or high to provide superior visibility. In addition, there must be 4 red LED stop, turn, tail lights mounted at the rear of the truck, 2 mounted high, above 6' level, and 2 mounted lower in the 4' to 6' high zone. These lights must be mounted as wide as possible. There must be 5 red LED marker lights mounted at the rear, 3 high in the center of the rear door frame and 1 mounted on each side at the rear, for side visibility. There must be 4 amber marker lights mounted on this machine, 1 mounted on each side visible from the front and one on each side front of the body visible from the front. To provide long life and low maintenance this lighting system must be a sealed system with a common junction box at the rear with a triple insulated wire from each light terminating inside the junction box, with no splices or tees allowed. The junction box must be labeled with color code and function.			
3	There must be a hydraulic raised and lowered arrow board installed behind the truck cab and in front of the main body. The arrow board must be capable of signaling traffic from both the front and the rear to move to either the left or the right of the machine. This is accomplished by including with the arrow board control switching that signals either left arrow, right arrow, right and left arrows, right and/or left bar at the operator's election. For maximum visibility to all traffic, this arrow board must have 10 LED amber lights visible from the rear and 10 LED amber lights visible from the front, with an amber LED strobe light in between the arrows. The arrow board steel background must be 95" wide. Superior visibility is obtained by elevating the arrow board as high as possible without creating a hazard to overhead obstacles. Therefore, this arrow board must no higher than 98" in the "DOWN" position and raise hydraulically 36". Operator safety depends on the ability to raise this arrow board from within the truck cab before stepping out. Two arrow board controls must be mounted in the cab with easy driver access.			
3	6 Corner stone lighting; there must be 2 LED amber strobe lights mounted at the front of the truck and 4 LED amber strobes mounted at the rear of the truck, 2 high on the body and 2 low on the body. A labeled illuminated switch for strobe operation must be mounted in the cab within easy reach of the driver.			
4	Propane Burner Safety: In order to insure operator and machine safety, it is essential that propane burner safety features be supplied with this machine. There are 3 fluids that must be sprayed in the repair process on this machine and it is vital that the propane burner automatically stop operating when the tack oil pump, hopper release agent pump, or cleaning fluid pump is operating. In addition, the propane burner must automatically shut-down in the event of high temperature or loss of flame. This propane burner system must have a 7 second re-ignition period upon loss of flame ending in total shut-down and provide a red safety shut-down light for visible warning of the shut-down. This propane burner system must be capable of burning at highway speeds without flame extinguishing occurrences. The roller compactor and accompanying hydraulic lift must be front mounted between the main body and the cab to provide a safe environment, away from the burner, for re-fueling the roller.			

5	Operator safety items: To eliminate dangers associated with operators leaving ground level and climbing up on this machine in the field, there must be no hand-holds or ladders on this machine. There must be an air pressure load gauge located at the rear that allows the operator to view the asphalt mix load remaining without having to climb upon the machine and visually observe the hopper contents. This machine must have safety shut-off switches installed on the hydraulic doors that will automatically disengage the auger screw conveyor and/or the anti-bridge bar in the hopper, if the doors are opened. The hydraulic roller lift must have visual and audible alarms for lift movement. To provide additional visual awareness and safety, this machine must have a large section of the rear powder coated with "school crossing FEDERAL safety green/yellow" color in contrast with the black powder coated body. The hydraulic doors must have a pressure relief valve setting that does not allow the doors to level the asphalt mix or injure personnel in the asphalt mix hopper.			
K	Manuals And Training			
	This machine must be supplied with an operators' manual that includes detailed instructions on the operation of this machine as well as drawings and parts listings. This manual must be delivered in hard copy form as well as digital CD form. To facilitate the initial use of this machine, and to insure safe and proper operation, crews must be properly trained in the use and maintenance of the machine. Therefore, at least 8 hours of hands on training by factory authorized personnel must be provided at the owners' facility as part of the acquisition cost of the machine.			
L	Warranty			
1	Bids for equipment shall include complete information on the warranty. The warranty as written is not an option and must be included in the base bid. List time or hours the warranty will be in effect. Note: All warranty work performed off site shall not be a the City's expense.			
M	Delivery shall be FOB Springfield			
1	The unit must be ready to be delivered at no additional cost within 65 days after the cab and chassis is provided by City.			
N	Price			
O	Options (price separately do not include in the base bid)			
1	One 72 pound hydraulic pavement breaker with a 1 1/8" shank, a 5" spade cutter and a 6" square tamping shoe.			
2	Two hydraulic operated trash spoils bin located on both sides of the truck chassis, behind the truck cab, no higher than truck frame from when in the loaded upright position. Each bin must have a capacity of at least 1 1/4 cubic yard. The bins must hydraulically roll over for dumping purposes, roll out for loading and be able to lock in the upright position. The controls must be independent and located in the cab.			
3	Rear mounted video camera			
P	List any additional options not listed above including price for each below or on a separate sheet.			
Prior Experience				
Name of Customer	Description and \$ Value of Project	Ph. #	Contact Name	
License Information				
License #	Naming of Issuing Authority	Expiration Date		

Quote is valid for 90 Days from date submitted below.

Submitted this _____ day of _____ 20_____

Signature of Bidder

Title of Bidder

Mailing Address

City, State, Zip Code

ATTACHMENT 3

**CITY OF SPRINGFIELD
PURCHASE AGREEMENT
#XXX
SAMPLE**

Dated:

Parties:

(“CITY”)

and

Seller

Additional Contractor Information:

- a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation
- b) Address:
c) Telephone:
d) Fax No. :

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

1. **Personal Property to be Delivered.**
2. **Payment by CITY.**
3. **Warranty.**
4. **Sourcing.** Seller was the lowest responsible bid to City ITB#819 Asphalt Patching Machine
5. **First Point of Contact:**
Seller: TBD

City: Greg Ferschweiler, Maintenance Supervisor, Springfield Development and Public Works Operations Division, 201 South 18th Street, Springfield, OR 97477 (Phone: 541-726-3613) gferschweiler@sprinfeld-or.gov.
6. **Work Performed.** The work to be performed by Seller includes services generally performed by Seller in his/her/its usual line of business.
7. **Tax duties and Liabilities.** Seller 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 Seller.
8. **Indemnification and Hold Harmless.** Seller shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Contract by Contractor except, pursuant to ORS 30.140, for losses, claims, or actions resulting from the sole negligence of City.

The Seller shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Seller, the City, or to others on account of the character or

performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Seller shall assume 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 Seller 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 Seller or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Seller 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 9 shall not negate Seller's obligations in this paragraph.

9. Insurance.

9.1 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. If the City requires Professional Liability coverage, the City's Risk Manager must approve the terms, conditions and limits.

9.2 Workers' Compensation. Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption shall be provided to the City.

9.3 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.

9.4 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 2 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 Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractors 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. _____(Contractor initials)

9.5 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.

9.6 Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.

10. **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.
11. **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.
12. **Nondiscrimination.** Seller shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
13. **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 Seller 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 Seller of a Notice of Termination under this paragraph, the Seller and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Seller's work and payment therefore by CITY.
14. **Assignment/Subcontract.** Seller 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 Seller of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Seller. Seller shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
15. **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.
16. **Compliance With All Government Regulations.** Seller 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 Seller.
17. **Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Seller 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.
18. **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.
19. **Remedies.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Oregon, and any litigation arising out of this agreement shall be conducted in the Courts of the State of Oregon, County of Lane.
20. **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

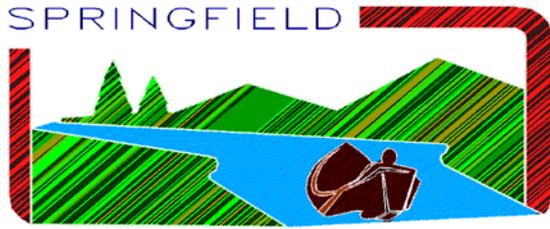
between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

CITY OF SPRINGFIELD:

SELLER

By: _____
Name _____
Title: _____
Date: _____

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



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

Firm Name

Phone

Address

Fax

City, State, Zip

email address

Tax Payer ID#

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



MWESB/DBE Voluntary Self-Declaration for City Solicitation (ITB/RFP) # _____

The City of Springfield is seeking information on the various business entities that submit bids and proposals. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business 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.

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

Please check each box indicating the business certificate 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 Disadvantage

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as needed.

For more information please visit State of Oregon office of Minority, Women, Emerging Small Business
<http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>