

IMPORTANT NOTICE!!

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

Jayne McMahan jmcmahan@springfield-or.gov

Information to be provided:

- “RFP#1597 Transportation Consulting Services for Bikeway Design” 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.



Request for Proposal
#1597
Transportation Consulting Services
for Bikeway Design

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

December 11, 2015

I. Project Overview

The City of Springfield was selected to receive funding for the Virginia-Daisy Bikeway project through the ODOT Transportation Enhancement grant program. We are seeking a licensed transportation engineering consultant team to provide packages of concept options to provide a safe and comfortable bicycle corridor that can be used by people of all ages and abilities. The City of Springfield will provide the engineering and construction management to implement the project once a detailed design concept is selected. The target completion date for the elements outlined in this Request for Proposal is May 31, 2016. This is not a qualifications based selection process. See Attachment 1 Scope of Work for project details.

II. Proposal Submission Requirements

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

Content requirements

- 1. General** – Proposals will be clear and concise. Proposals must not exceed fifty (50) pages in length and must be letter-sized (8 ½” by 11”). 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. The letter must introduce the Proposal, provide an overview of your representation according to the Attachment 1 Scope of Work and affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 3 Sample Contract terms and conditions. The letter must designate the Proposer’s contact person during the Proposal review process. Also, 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. Include a statement of the firm’s ability to begin work on February 9, 2016 and a statement that the submission is a firm offer for a 90-day period.
- 3. Project Understanding** – A narrative demonstrating the Proposer’s understanding of Springfield’s needs, goals, and objectives as related to this project.
- 4. Firm Qualifications** - Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served (other than the City of Springfield), and the extent of experience developing bikeway design concepts of similar scope and complexity.
- 5. Team Qualifications** - Describe each team member’s professional qualifications and experience with projects of a similar nature, for the team members who will be assigned to this project. Include qualifications and experience of sub-consultants who will be assigned to this project. The successful Proposer may not change talent without express written consent from the City project lead. *This section should only describe those appropriate projects completed by the Project Manager, key technical support team members, or sub-consultants.* Clearly specify the name and title of each individual, level of involvement in the project, and employer. The description of each project should include the client name, location, common issues, and services provided. Include an electronic copy of a sample design concept of a

similar nature prepared by the key members of the proposed consultant team who will be assigned to this project (does not count towards the proposal's 50-page limit).

6. Approach - The proposal should set forth a work plan, including an explanation of the bikeway design concept development methodology to be followed, to perform the services required in this request for proposal.

Proposers will be required to provide the following information on their design concept development approach:

- a) Project Work Plan and Timeline – A detailed description of the proposed approach to providing the services required, as detailed in Attachment 1 Scope of Work. Include the sequence of activities to be undertaken and identification of specific tasks and deliverables within each activity. Provide a detailed work plan (scope of work) showing tasks and schedule. Include task completion dates. Allow ample time for City staff review of draft products and subsequent revisions. Ensure enough time for City staff to start conducting public outreach for the project between the development of the first package of options and the final detailed design concept.
- b) Project Deliverables – A detailed description of products including, but not limited to: meeting notes; package of design options; presentations; final detailed design concept and executive summary; and other applicable materials, by project task, including size, number, media, and format.
- c) Project Team – Identification of key personnel, including sub-consultants, who will be working on the project, as well as an itemization of each member's direct involvement by task. Include percentage-based staffing levels. Specify a Project Manager and primary contact person for project delivery.

7. Completed Attachment #2 - Cost Proposal - The cost proposal must show total person-hours, hourly rates, and cost by work task, function, and title of talent. Show all costs for the project, including overhead costs, miscellaneous expenses, and sub-consultants. Include a breakdown of the cost of each proposed meeting shown in the Project Work Plan.

Include an explanation of the Proposer's method of calculating the cost. Specify hourly rates for any work identified as excluded, optional, or additional, including additional meetings. Identify types of potential reimbursable expenses, rates for the same, and include an estimate of reimbursable costs, by type. Proposals must specify a not-to-exceed amount for basic services for each task, excluding reimbursable expenses, and an overall not-to-exceed amount.

8. Additional Services - If it should become necessary for the City of Springfield to request the Professional Services consultant to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Springfield and the firm. Any such additional work agreed to between the City of Springfield and the firm shall be performed at the same rates set forth in the Cost Proposal. Submit an hourly cost estimate for additional services that includes costs for the Project Manager, key technical support team members, or sub-consultants.

9. References - Provide a minimum of three (3) references for the agencies for which you provided the bikeway design project concept development services referenced in section 5. **Team Qualifications**. 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 City of Springfield staff.

10. Attachment #3 – Sample Contract – in your cover letter, state your acceptance of terms and conditions.

11. Signed Attachment #4 – Authorization to Legally Bind Bidder

12. Signed Attachment #5 – Minority Women Emerging Small Business Form (MWESB)

13. Other Attachments for Reference Only – No submittal required.

- Attachment 6: Project Map and Graphics
- Attachment 7: Virginia-Daisy Bikeway Funding Application

III. 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 mandatory elements as identified in section III (2)(a). Firms who do not meet the mandatory elements will be eliminated from further consideration.
- b. Next the committee will use the selection criteria as identified in section III(2)(b) to score each proposal. Based on the strength of the Proposals received, the committee may elect to identify finalists and schedule appointments for presentations and/or interviews. Following the presentations and/or interviews, if any, the committee will make a final selection based on the best overall interests of the City of Springfield. The committee will rely on information provided in the Proposals and during interviews, if any, as well as information provided by references.

2. Evaluation Criteria

Proposals will be evaluated using two sets of criteria. 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. Mandatory elements
 - i. The consultant team shall have a minimum of five years of successful, documented experience in the areas outlined in this scope of work and a minimum of three similar projects to demonstrate competence in all areas of the scope of work.
- b. Proposal Evaluation Criteria

Criteria	Possible Points
Understanding of Work to be performed and approach (Reference Section II(3) and II(6))	20
Qualifications of the firm and firm’s Experience in the type of work requested herein (Reference Section II(4) and II(5))	40
References (Reference Section II(9))	10
Cost (Reference II(7))	20

Proposal Preparation & Presentation Scoring will be based on the City's assessment of thoughtfulness, overall responsiveness to the RFP requirements, and completeness of the proposal.	10
Total	100
Oral Presentation for selected firms (if any)**	20
Grand Total	120

- c. **Oral Presentations (if any) and Final Scoring
 - i. After the technical proposals have been evaluated and finalist firms have been identified, those firms may be invited to make an oral presentation to the committee.
 - ii. Presentations provide the firms an opportunity to answer any questions or provide clarifications to the committee; however, no changes are allowed to be made to the originally submitted proposal or cost.
 - iii. The committee will score the firm's presentations in the context of the criteria listed in section III(2)(b) of this document and whether the presentation and responses enhance the scoring of the written proposals. Firms may receive up to an additional 20 points on the presentation.
 - iv. Based upon the addition of the presentation scores to the written proposal scores, a final cumulative score for each finalist will be compiled, from which the selection of a firm will be made.
- d. 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 Understanding of Work to be performed and approach. If these scores are also tied, then the committee would break the tie by taking the highest scoring proposer based on their Qualifications and Experience with similar bikeway design work.

IV. Schedule for Selection Process

RFP Package Available	December 11, 2015
Request for Clarification Due (if applicable)	January 6, 2016, noon local time
Response to Clarification Due (if applicable)	January 8, 2016
Proposals Due by:	January 14, 2016, 2pm local time
Review & Interview (if applicable)	January 26, 2016
Intent to Award Notice (approximate)	January 28, 2016
Contract Award (approximate)	February 4, 2016

Prospective Proposers may contact Jayne McMahan by email at jmcmahan@springfield-or.gov for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.** Please note that the City of Springfield has implemented this policy to ensure fairness and transparency in the selection process. Upon receipt of an inquiry from a prospective proposer, the message is promptly relayed to the project's lead staff person, who then prepares a written reply. Ms. McMahan, in turn, posts the questions and responses in an Addendum. Follow-up questions and/or clarifications may continue to be submitted in this fashion until Noon local time on January 6, 2016.

V. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP#1597 Transportation Consulting Services for Bikeway Design**).

Each Proposal must include one (1) original signed submission, five (5) printed copies clearly marked “**RFP#1597 Transportation Consulting Services for Bikeway Design**” and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box clearly marked “**RFP#1597 Transportation Consulting Services for Bikeway Design**” and must be received no later than 2PM local time on January 14, 2016 at the following address:

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

VI. 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.

VII. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield’s website at www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page to be linked to the ITB/RFP page where the document titled **RFP#1597 Transportation Consulting Services for Bikeway Design** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

VIII. Contract

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

IX. 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 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.

X. 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.

XI. Proposal Ownership

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

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

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

XII. Exceptions to Request for Proposal

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

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

The City will make every effort to answer questions and, if warranted, to amend the Request for Proposal. Responses to questions and amendments to the Proposal will be posted on the Springfield website www.springfield-or.gov (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP#1597 Transportation Consulting Services for Bikeway Design**). 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 2pm local time January 6, 2016.

XIII. Comments Procedure

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than noon local time January 6, 2016. A written request for change shall include:

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

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

XIV. Protest Procedure

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

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

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

XV. 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.

Scope of Work

The City of Springfield seeks a licensed transportation engineering consultant team to provide packages of design concept options for the City of Springfield to implement the Virginia-Daisy Bikeway project. The design concepts will be developed, refined and narrowed through city staff project team review, taken to the public along the corridor for input, and further narrowed to a preferred design solution that will be implemented. Once the preferred design solution concept is developed and selected, the City of Springfield will provide the engineering and construction management to implement the project. The goal of the project is to provide a safe and comfortable bicycle corridor that can be used by people of all ages and abilities. Additionally, the design should enhance the overall appeal of the corridor for all users, improve pedestrian safety and usage, and provide traffic calming for automobile traffic to emphasize the active transportation priority along the street.

Project Overview:

The City of Springfield was selected to receive funding for the Virginia-Daisy Bikeway project through the Oregon Bicycle and Pedestrian Advisory Committee's Transportation Enhancement grant program. The total grant amount equates to \$755,000, which will cover concept development, public outreach, engineering and construction. The Virginia-Daisy Bikeway project does not contain any federal transportation funding. However, a Virginia-Daisy overlay street project is federally funded and planned to precede the bikeway project and will need to be coordinated closely so that the projects complement each other.

The project scope extends along Virginia Ave and Daisy St from 32nd St to Bob Straub Parkway, as shown in Attachment 6 Project Map and Graphics. The project will include design development that considers, but is not limited to, treatments such as speed and designation signs, striping of bicycle lanes, sharrows, traffic calming infrastructure (e.g. bulb-outs), intersection treatments (e.g. mini-roundabouts), automobile traffic diversion, limited lighting additions, and a crossing improvement at 42nd St. This project could help serve as a model for future bikeway improvements in other locations throughout Springfield as funding becomes available.

The consultant's overall responsibility is to prepare and refine a package of design concept options for the corridor that can be narrowed down to one detailed design concept. The work produced by the consultant will then be further engineered and implemented by the City of Springfield.

As the consultant team develops the design options, the City staff wish to see a wide range of creative solutions presented at first that can then be narrowed down to options we can envision implementing. Initially the concepts will be vetted by City transportation planners and traffic engineers. After some refinement, options will be presented to a group that also includes traffic enforcement and fire and life safety. After the city has narrowed the options, the City will take a few remaining design options to the Springfield Bicycle and Pedestrian Advisory Committee and the general public. Design concepts will then be further refined and narrowed down to one final detailed solution that will be ready for engineering and implementation.

Proposal:

Each proposal shall include a detailed description of the proposed project corridor to demonstrate the consultant teams' understanding of the project site and its design challenge constraints and opportunities. In your proposal, it is important to demonstrate that you are knowledgeable and competent with the following (this list is not all inclusive and the consultant can and should elaborate):

- Bicycle Transportation Planning
- Bicycle Boulevards and Bikeway Design
- Bicycle Wayfinding Signage
- Pedestrian Planning
- Traffic Calming
- Traffic Diversion
- Mini Roundabouts
- Pedestrian and Bicycle Crossing Treatments (i.e. RRFB's and PHB's)
- Residential Parking Removal / Accommodation
- Complete Streets Concept Development Experience
- Knowledge of Local Conditions/Trends
- Advisory Committee and Public Meetings (*possible addition/as needed*)

Deliverables:

- Package of Design Concept Options for the Corridor (The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Design Guide and shall comply with the most current Americans with Disability Act (ADA) guidelines.)
- Attend Concept Review Meetings with City Staff (minimum of 3)
- Materials for Public Outreach including several maps and conceptual design images to articulate the design options (jpg and pdf formats), which City staff will be able to use for table top displays, the project website, and mailing materials to residences along the corridor
- Concise Progress Reports (include brief summaries with invoicing)
- Final Virginia-Daisy Bikeway Concept (containing recommendations for infrastructure improvements, signage, and cost estimates), including an Executive Summary suitable for policy-makers
- Electronic Project Files (including data, documents, etc. as required by project manager)
- Timeline for Deliverables (refer to RFP section III6.a)

Timeline:

The target completion date for the elements outlined in this scope is May 31st, 2016. The plan is to construct the project during the summer 2017 construction season, with final completion prior to October 1st, 2017. The City may alter its timeframes as necessary.

City's Role:

The City of Springfield will provide traffic counts, survey information, parking counts, project website, public outreach facilitation, engineering, and implementation. City staff will lead the public outreach, but would like to have a contingency task available to receive assistance from the consultant team as desired.

ATTACHMENT #2

RFP#1597 Transportation Consulting Services for Bikeway Design

Cost Proposal

		Project Manager	Talent	Talent	Admin Support	Direct Expenses ¹	Total/Hours	Total/NTE Cost
	Staff Name							
	Hourly rate	\$	\$	\$	\$			
Task	Task Description	# of hours	# of hours	# of hours	# of hours			
1	Development of Package of Design Options							
1.1								
1.2								
1.3								
1.4								
1.5								
2	Development of Public Outreach Materials							
2.1								
2.2								
2.3								
2.4								
3	Final Detailed Design Concept							
3.1								
3.2								
	Total Hours							
	Cost Subtotal							
Notes								
1. Please describe what each specific direct expense is for.								
						Grand Total		

- 4. Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
- 5. Sourcing.** Independent Contractor selected from RFP# 1597 Transportation Consulting Services for bikeway design issued December 11, 2015.
- 6. First Point of Contact.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
- 7. Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.210, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
- 9. Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
- 10. Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
- 11. Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 12. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 13. No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 14. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided
- 15. Indemnification and Hold Harmless.**
- 15.1** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from

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

15.2 Independent Contractor shall also indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Independent contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

15.3 Further, neither Independent Contractor nor any subcontractor of the Independent Contractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Independent Contractor is prohibited from defending the State of Oregon, or that Independent Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against independent contractor if the State of Oregon elects to assume its own defense.

16. Insurance.

16.1. General Insurance. The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such

limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.

- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Asbestos Abatement.** (Only applicable to contracts where asbestos maybe present) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
- a. A full occurrence form, or
 - b. A limited occurrence form with at least a three-year (3) tail, or
 - c. A claim made form with a three-year (3) tail.
- 16.4. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 16.5. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 16.6. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar 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)**
- 16.7. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.8. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 16.10. Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

- 18. Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 19. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 20. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 21. Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 22. Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 23. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 24. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 25. Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 26. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- 27. Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY, No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 30. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 32. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.
- 33. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

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

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

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed-price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

EXHIBIT "B"

**City of Springfield
Public Contracts
Conformance with Oregon Public Contractors Laws**

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

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

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).
- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

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

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

ATTACHMENT 3

- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in anyone day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. ORS 279C.520(1).
- An employer shall give notice in writing to employees who work on a public contract either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5)
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).

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

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

EXHIBIT C
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION

A. Contractor's Compliance with Tax Laws.

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

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

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

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

B. Contractor's Representations and Warranties.

Contractor represents and warrants to City that:

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

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

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

ATTACHMENT 4

Authorization to Legally Bind Bidder

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

(Signature of person authorized to bind Bidder)

Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

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



MWESB/DBE Voluntary Self-Declaration for City Procurement # _____ or Project No. P 21114

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

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

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

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

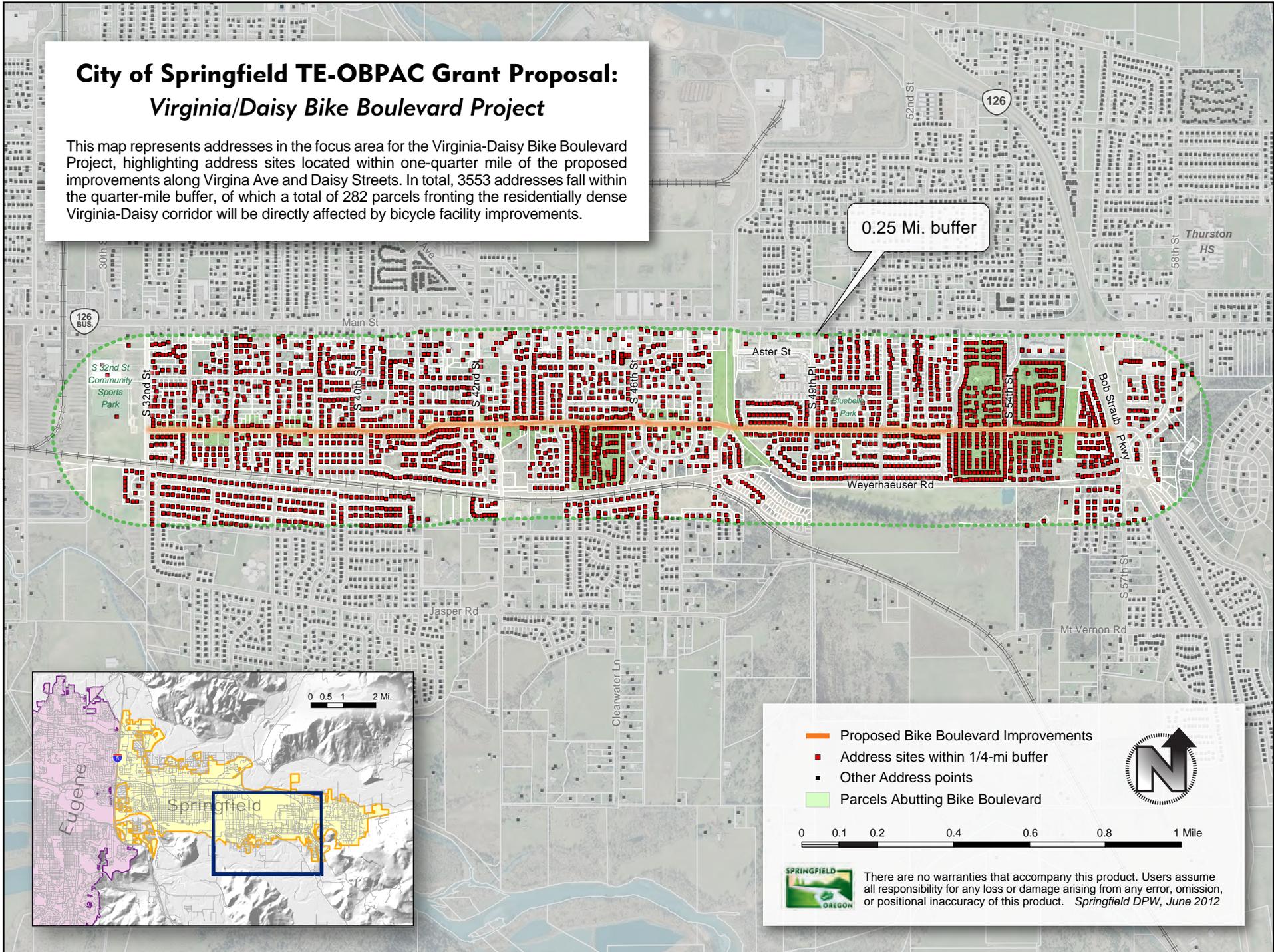
- Oregon Minority-owned Business
- Oregon Woman-owned Business
- Oregon Emerging Small Business
- Federal Disadvantaged Business Enterprise (DBE)

First Tier Sub-contractors:

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

City of Springfield TE-OBPAC Grant Proposal: Virginia/Daisy Bike Boulevard Project

This map represents addresses in the focus area for the Virginia-Daisy Bike Boulevard Project, highlighting address sites located within one-quarter mile of the proposed improvements along Virginia Ave and Daisy Streets. In total, 3553 addresses fall within the quarter-mile buffer, of which a total of 282 parcels fronting the residentially dense Virginia-Daisy corridor will be directly affected by bicycle facility improvements.



0.25 Mi. buffer

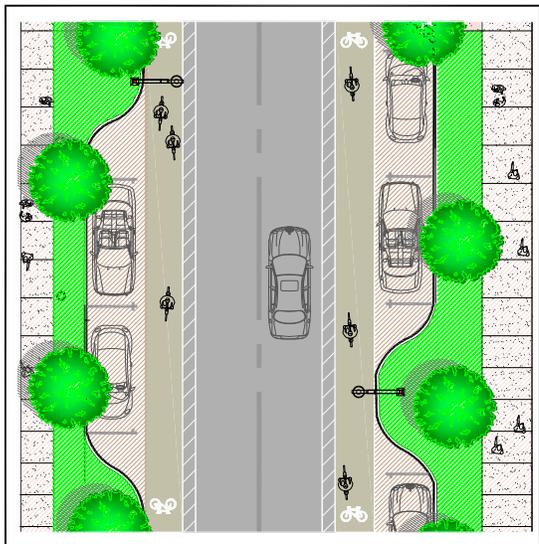
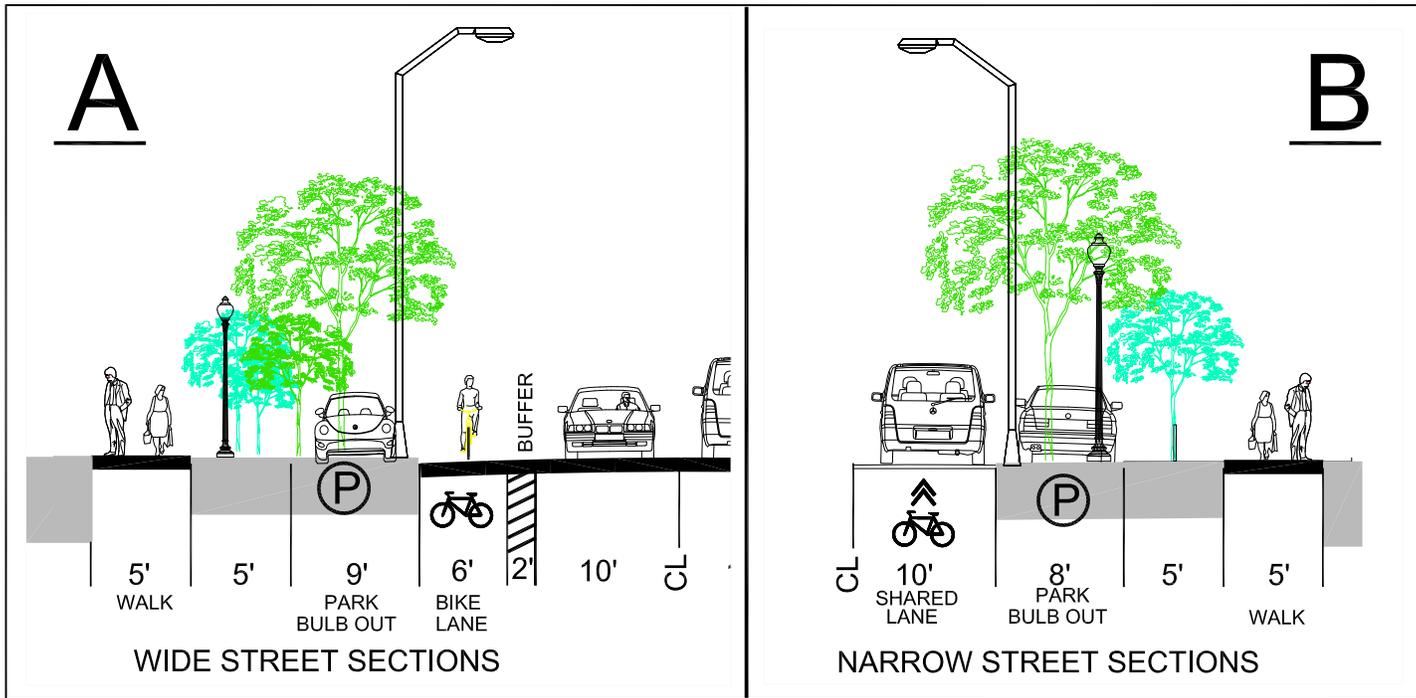
- Proposed Bike Boulevard Improvements
- Address sites within 1/4-mi buffer
- Other Address points
- Parcels Abutting Bike Boulevard



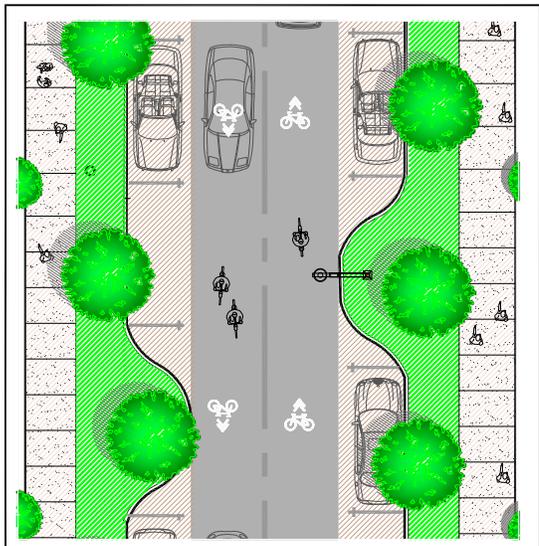
There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product. Springfield DPW, June 2012

VIRGINIA - DAISY BIKE BOULEVARD PROJECT

POTENTIAL CROSS-SECTIONS WITH BIKE LANES & SHARROWS



EXAMPLE OF BULBOUT WITH BIKE LANE



B

AREA 'A' REPRESENTS TWO WAY TRAFFIC WITH SEPARATE BIKE PATHS AND A BUFFER IN A BULB OUT PARKING SCENARIO.

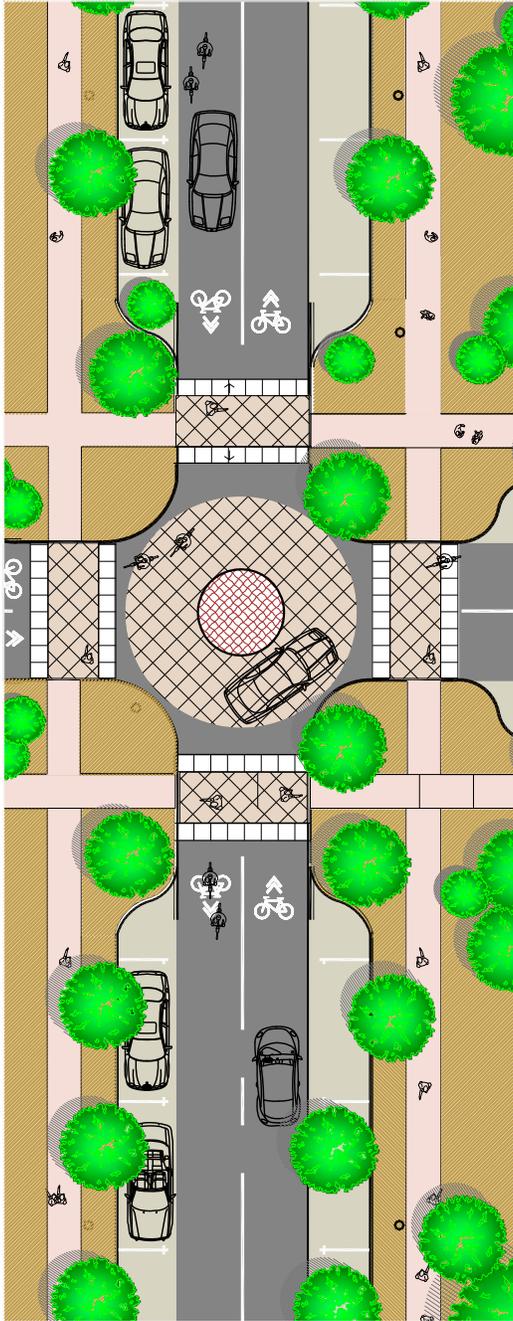
AREA 'B' REPRESENTS TWO WAY TRAFFIC WITH BIKE TRAFFIC SHARING THE SAME LANES AS VEHICLES IN A BULB OUT PARKING SCENARIO.



EXAMPLE OF SHARROW

VIRGINIA - DAISY BIKE BOULEVARD PROJECT

POTENTIAL MINI-ROUNDBOUT TREATMENT



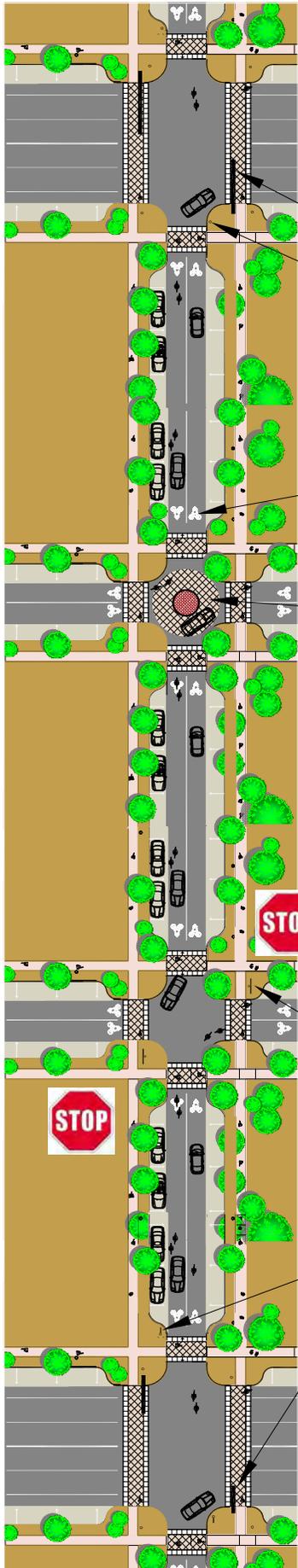
EXAMPLE: MINI ROUNDABOUT INTERSECTION



EXAMPLE OF DOMED MOUNTABLE ROUNDABOUTS

VIRGINIA - DAISY BIKE BOULEVARD PROJECT

EXAMPLE BIKE BOULEVARD TREATMENTS



RRFB. ALLOWS BIKES TO CROSS ARTERIAL

CYCLIST ACTIVATES SIGNAL BY PUSHBUTTON.

BULBOUTS ACT AS A TRAFFIC CALMING DEVICES.

SHARROWS ON NARROW STREET SECTIONS

MINI ROUND-A-BOUTS ACT AS TRAFFIC CALMING DEVICES.

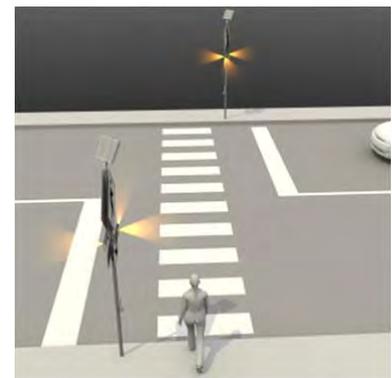
BUFFERED BIKE LANES ON WIDE SECTIONS OF STREET.

IMPROVED STREET LIGHTING INCREASES SAFETY

TURNING STOP SIGNS TO FAVOR THROUGH MOVEMENTS ON BIKE BLVD.

CYCLIST ACTIVATES SIGNAL BY PUSHBUTTON.

RRFB. ALLOWS BIKES TO CROSS ARTERIAL



EXAMPLE PORTION OF PROPOSED BIKE BOULEVARD PROJECT

TE & OBPAC APPLICATION

Section 1—Project Summary & Status

APPLICANT			
Agency	City of Springfield	Contact	David Reesor
Address	225 Fifth Street, Springfield Oregon 97477	Title	Sr. Transportation Planner
		Telephone	541-726-4585
		Email	dreesor@springfield-or.gov
CO-APPLICANT (if any)			
Name	N/A	Contact	
Address		Title	
		Telephone	
		Email	
PROJECT (Name and one-line description)			
Virginia Avenue/Daisy Street Bicycle Boulevard: an east-west alternative to Main Street.			
LOCATION (Road, street, trail or property; City or County; Begin/endpoints)			
Virginia Avenue/Daisy Street corridor from S. 32 nd Street to Bob Straub Parkway in Springfield, Oregon. Western boundary is S. 32 nd and Virginia Avenue. Eastern boundary is Bob Straub Parkway (BSP).			
LENGTH / QUANTITY			
2.2 miles of right-of-way			
COST SUMMARY		TYPE of FUNDS REQUESTED	
1—Total Cost	\$800,000	<input type="checkbox"/> State Funds—for bicycle or pedestrian facilities within public road right-of-way	
2—Non-eligible costs in Total	\$	<input type="checkbox"/> Federal Funds—project size > \$225,000	
3—Project total (#1 minus #2)	\$800,000	<input checked="" type="checkbox"/> State or Federal, or a combination	
4—Matching funds (10.27% min.)	\$90,000		
5—Amount Requested (#3 minus #4)	\$710,000		
CERTIFICATION			
I certify that City of Springfield supports the proposed project, has the legal authority to pledge matching funds, and has the legal authority to apply for State or Federal funds. I further certify that matching funds are available or will be available for the proposed project.			
Signature		Date	12/13/12
Printed Name	Tom Boyatt	Title	Community Development Manager

Relation to Adopted Plans

Type of Plan	Relation to Plan		
	Project Specific	Route/Site Specific	General Goal or Policy
<input checked="" type="checkbox"/> Comprehensive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Resource Mgmt. Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Trans. System (TSP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Bicycle/Pedestrian or Trails Master Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Corridor or Byway Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Willamalane Park Comprehensive Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Project Readiness (OK to rename the Activity categories as needed)

Activity	Status
Planning and public involvement	The City will conduct a thorough public involvement process once grant funds are received to help determine types of improvements along the corridor.
Surveying of property or right-of-way	N/A
Environmental permit or clearances	N/A
Engineering/Architectural design	Final design and engineering will occur once grant funds are received.
Coordination with ODOT Region for work within state right-of-way	N/A
Coordination with other public agency	In place, City of Springfield and Willamalane
Coordination with Railroad and/or ODOT Rail Division	N/A
Coordination with State Historic Preservation Office (SHPO)	N/A

Matching Funds

Type	\$ Value	Source	Date Available
Cash from Applicant agency	\$90,000	City Street fund	July 2014
Cash from other sources		NA	
Total CASH	\$90,000		
In-Kind Donation/Contribution			
Donated Agency Staff Time (excluding project admin.)			
Total IN-KIND			
TOTAL MATCH	\$90,000		

Mark here if any portion of the match is from sources other than the applicant. Attach a commitment letter or equivalent document from each secondary source.

PRIOR or RELATED INVESTMENT (not part of this request for TE funds)
 City of Springfield invested in the University of Oregon’s Sustainable Cities Year program to develop alternative solutions for this bicycle/pedestrian corridor. Two groups in one undergraduate/graduate research class redesigned the Virginia/Daisy corridor. Research included site visits, best practices techniques, bike/ped connectivity analyses, and GIS mapping. Estimated investment: 100 hours (50 per group), and approximately 50 hours of City staff time.

A City of Springfield Intern assessed Virginia/Daisy as a bicycle safety corridor alternative to Main Street. Intern and City Staff visited the site to assess feasibility.

Springfield’s Bicycle Pedestrian Advisory Committee and staff held two meetings prioritizing this project for grant funding. Letters of support were received from City Council, the Lane Area Commission on Transportation (ACT), and the BPAC for this bike/pedestrian corridor renovation.

Ownership Status of project site or right-of-way

<input checked="" type="checkbox"/> Fully owned by single applicant <input type="checkbox"/> Fully owned by applicant and co-applicant <input type="checkbox"/> Need agreement with ODOT or other public agency <input type="checkbox"/> Need to acquire property or easements	Purchase/Acquisition (No. of parcels) Permanent Easement (No. of parcels) Temporary or Construction Easements
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Description
This project is within the right-of-way of Virginia Street/Daisy Avenue, a city-owned road.

Cost Estimate

Use this form or equivalent. Add/delete lines or change headings as needed for your project.

	Quantity (Q)	Unit Price (UP)	Cost (QxUP)
PRELIMINARY ENGINEERING(PE)			
<u>Project Administration</u>			
1. ODOT Project Administration for federal projects (TE or TA)			\$15,000
2. Applicant Staff Costs--Direct			\$10,000
<u>Project Development and PE</u>			
1. Surveying & Descriptions			\$8,000
2. Engineering Design			\$54,000
<u>Environmental Work</u>			
1.			\$5,000
<u>Coordination and Outreach</u>			
1.			\$5,000
		Total PE	\$97,000
RIGHT-OF-WAY (ROW)			
1. Appraisal & Negotiation	N/A	per file	
2. Acquisition (Land / Improvement)	N/A		
3. Relocation & Damages	N/A		
4. Personnel & Legal Cost	N/A		
		Total ROW	\$0
UTILITY & RAILROAD			
1. Utility Relocation	N/A		
2. Railroad Costs	N/A		
		Total UR	\$0

Cost Estimate (continued)

	Quantity (Q)	Unit Price (UP)	Cost (QxUP)
<u>NON-CONSTRUCTION (OTHER)</u>			
1. Leased Space	N/A		
2. Capital Equipment	N/A		
3. Education & Interpretive	N/A		
4. Enforcement Activities	N/A		
CONSTRUCTION (CONST)		<i>Total OTHER</i>	\$0
<u>Mobilization & Traffic Control</u>			
1. Mobilization (10%)			\$54,000
2. Traffic control, TP&DT (10% min)			\$54,000
<u>Erosion & Sediment Control</u>			
1.	Lump Sum		\$5,000
<u>Roadwork (Bikeway or Walkway)</u>			
1. Construction Surveys	N/A		
2. Clearing & Grubbing	NA		
3. Excavation	N/A		
4. Stabilization	N/A		
5. Ramps & Sidewalks			\$90,000
6. Bulb-outs			\$25,000
<u>Drainage & Sewers</u>			
1.	N/A		
<u>Structures</u>			
1. Buildings	N/A		
2. Bridges	N/A		
3. Retaining Walls	N/A		

Cost Estimate (continued)

	Quantity (Q)	Unit Price (UP)	Cost
(QxUP)			
<u>Traffic Control & Illumination</u>			
1. Signs			\$7,000
2. Signals			\$100,000
3. Pavement Marking			\$13,000
4. Lighting			\$80,000
5. Mini-roundabouts	2	\$60,000	\$120,000
<u>Other Costs--Construction</u>			
1. Landscaping	NA		
2. Fences	NA		
3. Water Quality Features	NA		
4. Erosion Control Seeding	NA		
Construction Subtotal			\$548,000
<u>Contingency</u>			
20-30% of total construction costs above			\$82,000
<u>Construction Engineering</u>			
15-20% of construction with contingency			\$63,000
ODOT Construction Administration for federal projects (TE or TA)			\$10,000
			\$703,000
TOTAL COST			\$800,000

Section 2—Narrative

Use this form or equivalent. Expand each box as needed but do not exceed 3 pages total for the Narrative section. See the Application Form Instructions for what to discuss in each box.

PROBLEM STATEMENT

Given the geography of Springfield, cyclists traveling east-west across Springfield must take Main Street or travel on Virginia/Daisy. Currently cyclists utilize Springfield's Main Street as a primary east-west connector despite bicycle/pedestrian safety challenges. Main Street is a principal arterial. Virginia/Daisy is a safer, more comfortable alternative to Main Street.

Virginia Avenue is a local road from 32nd to 42nd street. Daisy Street begins at 42nd street as a major collector and continues to Bob Straub Parkway (BSP). This route has naturally become a primary east-west connector south of Main Street for both automobiles and cyclists. Main Street is the only other east-west connection between 32nd Street and BSP. Main Street is a principal arterial truck route that presents safety challenges for pedestrians and bicyclists. Currently, Virginia/Daisy intersects with a truck route at 42nd street which has a traffic count of 2,566. The remaining intersections east of S. 42nd have counts of 1,225; 1,101; and 1,878. Improvements to Virginia/Daisy corridor will better connect West Springfield to East Springfield and will mitigate safety concerns for bicyclists on Main Street by providing a lower traffic volume alternative with fewer vehicles, trucks, and conflict points.

Recently, Willamalane Park and Recreation District has expanded its off-street multiuse path system, building community momentum for improved bike facilities. The Middlefork Path part 1 was finished in 2011 to connect Clearwater Park to Quarry Creek. Current construction will complete the path through Dorris Ranch, south of Springfield's downtown. Virginia/Daisy bicycle boulevard enhancements will provide a comfortable bicycling route to connect to and support commuting and recreation along the extensive trail system.

With nine schools within half of a mile of Virginia/Daisy, a residential area, bicycle and pedestrian improvements, including traffic calming, will encourage more children to bike and walk to school. Having safe active transportation options at early ages will encourage children to be more active as they grow up.

PROJECT DESCRIPTION / SOLUTION

The City of Springfield partnered with the University of Oregon's 2011-2012 Sustainable City Year to plan Virginia/Daisy corridor bike boulevard improvements. Safety treatments along the entirety of the corridor include: increased signage to slow vehicles and identify the space as a bicycle boulevard, striping of bicycle lanes, sharrows, traffic calming infrastructure (e.g. bulb outs), and intersection treatments (mini-roundabouts). These treatments will create a bicycle boulevard which provides a safe environment through improved infrastructure. The 42nd Street/Daisy intersection marks where a truck route (S. 42nd Street) passes through the proposed boulevard. A much needed RRFB crossing will provide safe crossings for bicyclists and pedestrians against cars and trucks traveling on S. 42nd. BPAC members identified this as a common route with excellent cycling potential.

The funds requested will cover the public involvement that will achieve an ultimate vision for the corridor. The funds will also cover all bicycle infrastructure (paint, traffic calming additions, crossing signals) and signage needed to calm traffic along the Virginia/Daisy corridor.

(A) PROJECT BENEFITS

This project supports and enhances Springfield's existing bikeway and pedestrian system. Improvements to Virginia/Daisy will give bicycles and pedestrians an alternative route to Main Street. Main Street between 32nd to BSP is zoned commercial and separated by wide city blocks while Virginia/Daisy provides a comfortable residential setting within access to Main Street's commercial services and nearby trails and parks. This bicycle boulevard will connect the neighborhoods separated by S. 42nd and put bicycle/pedestrian access equal to car access in this corridor.

This bike boulevard project will improve neighborhood livability and promote healthy, active lifestyles for the estimated 10,545 residents within a 0.25 mile buffered radius of Virginia/Daisy. Of these 10,545 residents (determined by 4,235 addresses in the buffer multiplied by the US Census average household size of 2.49 for Springfield) 517 are below the age of 15 and 347 are enrolled in middle, elementary, or kindergarten and could use the bike boulevard to travel to their schools. According to US Census American Community Survey data a potential 5.5% (569 people) commute by foot, bike, or other mode in this quarter mile surrounding Virginia/Daisy. Springfield's 12.1% Hispanic population will also benefit from this bike boulevard, translating to 1,266 minorities within walking distance of the bike boulevard improvements along Virginia/Daisy.

Environmental quality and sustainability are encouraged with these plans by promoting bicycle use over vehicle use and providing transportation possibilities for all skill and income levels. This bicycle boulevard promotes an equitable transportation system by offering a new route that serves all ages, races, and modes of transportation. Bicycle infrastructure is shown to increase home values, creating an economic stability and development component to this improvement.

(B) IMPORTANCE

This project is consistent with the Springfield TSP, TransPlan, the Central Lane MPO RTP, and the Lane County TSP. This project supports Goal 2 of the Central Lane MPO RTP, to support regional sustainability by providing a transportation system that considers economic vitality, environmental health, and social equity. The Eugene/Springfield TransPlan Bicycle Policy #2 indicates that bikeways are required along new and reconstructed major collector streets, such as Daisy Street. This project supports Goals 6 and 7 of the Lane County TSP, to provide for safe and convenient bike-ped travel, and logical and efficient bike-ped connections.

Improvements to the intersection signal at S. 42nd and Daisy will implement Goal 2 of the TransPlan, to enhance quality of life by providing a safe, accessible, interconnected system that is responsive to community needs and neighborhood impacts. This project implements and fulfills the 1998 Springfield Bike Plan's goal of completing an east-west street grid in southern Springfield. The Springfield Bicycle Plan identifies Daisy Street as a "potentially useful alternative to a section of Main Street." This corridor serves a high level of through traffic and the City and residents see a solution as urgent.

(C) TECHNICAL MERIT

This project is consistent with AASHTO and other engineering standards. All improvements including signage, pavement markings, bulb-outs, bike lanes, etc. will meet necessary standards.

ODOT's Bicycle and Pedestrian Design Guide 2011 has adopted AASHTO standards for bicycle and pedestrian design standards. ODOT's guide supplies intersection, on-street bikeways, and pedestrian crossing guidelines that can be implemented on the Virginia/Daisy bicycle boulevard design. ODOT's guide (Chapter 1 6-8) recommends the following elements for a successful bicycle boulevard: using a direct and continuous street on a grid; placing traffic diverters at key intersections; turning stop signs to allow uninterrupted bicycle riding; using traffic calming devices to lower vehicle traffic speeds; providing directional signs for destinations and to alert motorists of bicycle traffic; and providing crossing improvements (median refuges and signals) for high-speed/high-volume streets. The City of Springfield will use an extensive public involvement process to finalize which bike boulevard treatments will be used. All of these treatments will meet AASHTO standards.

(D) SUPPORT

This project has received strong community support, including from Springfield's BPAC, which strongly endorsed this project. Local match funds will come from City of Springfield.

Local support for the Virginia/Daisy bicycle boulevard comes from the Springfield BPAC, City Council, Springfield TSP Stakeholder Committee, and Willamalane Park and Recreation District. Regional support comes from the Lane Area Commission on Transportation (Lane ACT).

Lane Transit District's SmartTrips program has received grant funding to promote transportation options along the central blocks of Main Street, just north of Virginia/Daisy. The program will begin in Spring of 2013. This will be Springfield's second corridor receiving SmartTrips personalized marketing grant funding and will compliment this bike boulevard project. It also demonstrates the strong commitment Springfield has to promoting bike and pedestrian access along this important corridor.

The University of Oregon's Sustainable City Year continues to invest student efforts in Springfield for 2012-2013. Transportation classes will focus on expanding the bike-to-transit connections along the Gateway EmX corridor and Main Street.

(E) READINESS / CAPACITY

The Virginia-Daisy corridor is ripe for improvements. Willamalane recently completed Phase I of the Middle Fork Path, which is located south of the Virginia-Daisy corridor, which will continue to attract more cyclists to the area. Additionally, local area residents and commuters have expressed strong interest in having improved east-west connectivity, such as that proposed in this project. As part of the project, City staff will conduct a thorough public involvement process to involve local residents on the final design of the project.