

## **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](mailto:jmcmahan@springfield-or.gov)

Information to be provided:

- “RFP# 918 Mill Race Stormwater Facility Feasibility Study” 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 #918**

## **Mill Race Stormwater Facility Feasibility Study**

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

**February 4, 2013**

## **I. Project Overview**

### **Geographic Context**

Springfield, Oregon is located in the southern Willamette Valley. Springfield is situated in an alluvial valley created by the McKenzie River, which flows along its northern boundary before joining with the Willamette River a few miles to the northwest. The Middle Fork of the Willamette River flows to its confluence with the Coast Fork along Springfield's southern boundary. The combined forks become the main stem of the Willamette River at Springfield's southwest boundary before flowing north, defining the western city limits. The City comprises the eastern portion of the Eugene-Springfield Metropolitan Area.

The Springfield Mill Race channel intake is on the north bank of the Middle Fork of the Willamette River in Clearwater Park. From there it follows a meandering northwesterly course of approximately 3.5 miles, through natural and agricultural lands, past rural residential, urban and industrial areas into what was once a 30-acre Millpond. As it leaves the former Millpond area, en route to the main stem of the Willamette, the Mill Race passes through the southern part of Springfield (the Booth Kelly site), only two blocks from Downtown. The east-west primary arterial of State Highway 126 (Main and South A Streets) and the mainline of the Union Pacific Railroad separate the Mill Race area from the City street grid to the north (See Attachment 1).

### **Mill Race Restoration Background**

The Springfield Mill Race is a part natural, part artificial waterway. For over a century, the Mill Race functioned as a: municipal (irrigation, fire protection, and storm drainage); agricultural; and industrial resource for the community. However, encroaching urbanization and unpredictable natural processes threatened this valuable resource. Civic leaders long ago recognized the potential of this waterway as a community asset offering a host of economic, recreational, educational, and environmental opportunities. Springfield has been working towards enhancing the Mill Race, managing water flows, and increasing public awareness of this resource for more than thirty years.

The multi-year Mill Race Aquatic Ecosystem Restoration Project the City implemented with the Army Corps of Engineers is nearing completion. Phase I included construction of a new inlet at Clearwater Park and riparian enhancement along the upper reach of the Mill Race. Phase II involved restoration of the former Millpond area (removing dam, draining pond, re-channelizing Mill Race, and riparian enhancement). As outlined in a 2005 Project Cooperation Agreement with the Corps, Springfield is obligated to ensure that clean water enters the restored Mill Race.

Though the Mill Race Aquatic Ecosystem Restoration Project does not extend downstream of the Booth Kelly crane shed, the lower reach of the Mill Race has been recognized as a 'transportation corridor for fish and wildlife'. To fully comply with Clean Water, Endangered Species, and Safe Drinking Water Acts, Springfield must take responsibility for improvements and protection of the entire Mill Race system. Thus, riparian habitat, water quality, and drainage improvements are anticipated for all publicly owned property adjacent to the entire Mill Race.

### **Recreational & Educational Setting**

The Springfield Mill Race is considered a regionally significant public open space with natural, recreational, and historic attributes. Thus, in addition to improving flows and water quality, Springfield desires to use the Mill Race as a resource for community education and recreation. Preliminary planning for educational and recreational improvements adjacent to the Mill Race occurred as part of the Aquatic Ecosystem Restoration Project, and further refinement of the concepts continues.

In 2012, the Willamalane (the local park district) Board of Directors adopted an updated Willamalane Park and Recreation Comprehensive Plan, which identifies a proposed Natural Area Park at the Booth-Kelly/Mill Pond site, with an emphasis on outdoor education. Also in 2012, voters approved a Willamalane Park and Recreation District bond measure that will fund a number of park projects, including development of a multi-use path along the Mill Race from Downtown Springfield to the Middle Fork Path.

### **Mill Race Stormwater Facility Planning Background**

Storm drains from the Downtown core, one of Springfield's heaviest traffic zones, empty into the Mill Race. Public storm drains from an extended industrial zone to the east and a linear ditch, running parallel to the railroad tracks also empty into the Mill Race. Private storm drainage networks carry industrial runoff into the Mill Race from at least two National Pollutant Discharge Elimination System (NPDES) permitted sites.

In 2008, the City Council adopted a Stormwater Facilities Master Plan (SWFMP) to guide more comprehensive, efficient, and multi-objective management of Springfield's stormwater system. Given the ongoing efforts to restore the Mill Race's aquatic ecosystem, the waterway was identified in the SWFMP as a priority project area for water quality improvements (specifically, Water Quality CIP Number 12-WQ). While the focus of the water quality improvement project identified in the SWFMP is to eliminate discharges of stormwater to the Mill Race that do not meet water quality standards, it is also intended to manage stormwater on and through land adjacent to the Mill Race so that: no new constructed outfalls to the Mill Race are required; erosion and sediment movement is prevented; and the rate of surface runoff to the Mill Race is minimized. Implementing 12-WQ will support restored ecosystem functionality that, upon completion, the Aquatic Ecosystem Restoration Project will bring to the Mill Race.

The SWFMP anticipated that the objectives of 12-WQ could be achieved through three interrelated projects described in Springfield's current Capital Improvement Program:

- 1) Lower Mill Race/Mill Race Outfalls: stabilizing the portion of the channel downstream of Booth Kelly, using techniques consistent with the natural character of this drainage way, i.e. construction of open channel improvements (riparian enhancement/green pipe);
- 2) Booth Kelly Drainage: constructing a structural water quality (pond/wetland) facility for the Booth Kelly site; and
- 3) Mill Race Stormwater Facility: constructing a daylight or diversion/pre-treatment structure for water quality at the City-owned property north of the former Millpond.

This RFP represents a component of the Pre-Design phase of the Mill Race Stormwater Facility project.

The Mill Race Stormwater Facility project is intended to intercept and treat stormwater from the industrial/commercial sub-basin south of Main Street. Stormwater from this sub-basin is currently piped underneath the northern edge of a 14.3-acre City-owned parcel and then discharges into the Mill Race (see Attachment 2 for a map of the plan and profile of the existing 48-inch stormwater line). Stormwater in this sub-basin includes various industrial pollutants from log yards, industrial sites, and heavy downtown vehicle traffic, resulting in periodic violations of state water quality standards and presenting hazards to endangered fish species. The City's agreement with the Army Corps of Engineers for the Aquatic Ecosystem Restoration Project includes efforts to improve stormwater quality in this waterway.

Unique sites and facilities will enhance the Mill Race Restoration Project and provide educational opportunity and a community amenity while improving water quality. As such, the Mill Race Stormwater Facility is envisioned to include vegetative treatment for problematic pollutants to improve water quality in the Springfield Mill Race. The project is also intended to provide detention for stormwater and enhance planned public amenities in the vicinity.

Existing site conditions and pipe slope (nearly flat) have been identified as possible constraints to vegetative treatment. The existing outfall location must be used, but the pipe can be removed/daylighted, if necessary. The final site grading is flexible with minimal constraints, and the entire 14-acre parcel is available for vegetative treatment with no other planned structures or improvements.

## **II. Overall Project Description and Scope of Work**

### **Project Goals**

- Support the fulfillment of Springfield's obligations to improve the quality of urban stormwater under the Clean Water Act, Endangered Species Act, Safe Drinking Water Act, and the City's NPDES stormwater discharge permit.
- Support the fulfillment of Springfield's responsibilities for flow management, water quality enhancement, and habitat restoration for the Mill Race under the Army Corps of Engineers Section 206 Mill Race Aquatic Ecosystem Rehabilitation Project.
- Support Team Springfield's (collaboration of City's four public agencies) plans for the provision of recreational and educational amenities along the Mill Race.

### **Project Deliverables**

#### Coordination with City Staff

It is anticipated that the primary consultant and City's project core team will hold progress meetings or phone conferences as often as necessary until City acceptance of deliverables.

### Background Research

The Mill Race Stormwater Facility Feasibility Study will be derived from a thorough understanding of Springfield's goals and interests, as well as, site constraints and project opportunities. It is anticipated that the consultant will review existing conditions, identify additional information needs, develop a methodology for collection of the appropriate level of data, and conduct site investigations to establish a thorough understanding of the project boundary's existing conditions, issues, constraints, and opportunities.

### Concept Development

Based on site conditions and needs, the consultant team must identify and define possible components within an overall treatment plan. Attributes such as function, access, and proximity must be identified.

The consultant must create a technical memorandum answering the following questions:

- What volume of stormwater needs to be treated (i.e. first flush v. peak flow)?
- Is vegetative treatment feasible for this site and if not, what other method (mechanical or other) could provide treatment?
- What components would be included (ponds, swales, infiltration, etc.)?
- What footprint would be required for treatment alternatives?
- What are the estimated lifecycle costs and maintenance requirements?
- What are the required permits?

The memorandum should outline the advantages and disadvantages of a minimum of three treatment alternatives and recommend the preferred alternative. The most viable concepts for the components identified must be advanced to a schematic design for the project area. The schematic design must, in physical form, address Springfield's goals and interests, site constraints and opportunities. The schematic design must identify physical location, access, connections, characteristics and proximity of physical elements of the plan.

The consultant shall submit one hard copy and one electronic copy (PDF format) of the final technical memorandum. The consultant shall submit electronic copies of additional data (geotechnical reports, pertinent survey data, etc.), if acquired. An Oregon licensed Civil Engineer must stamp the final technical memorandum.

### **Schedule**

The date for completion of the final technical memorandum is June 28, 2013. The consultant shall provide a minimum of two weeks for City staff to review draft products.

### **Consultant Team**

Springfield will contract with one primary consulting firm to provide necessary services throughout all stages of the project. Prospective primary consultants are encouraged to develop a team of sub-consultants to provide specialized services for the project when needed. The primary consultant will be the lead for the project team and the main point of contact with City staff. The timely completion of sub-consultant tasks, product, time management, and cost accounting will be the responsibility of the primary consultant.

The consultant team must have proven experience and demonstrated understanding of and familiarity with:

- Stormwater facilities planning;
- Integrating stormwater features, natural resources, and complimentary recreation/education amenities; and
- Stormwater Best Management Practices;

The consultant team must also be knowledgeable about the roles and responsibilities of the various regulatory agencies that have jurisdiction over the Mill Race.

### **City Responsibilities**

The City will be responsible for the following:

- Providing a staff Project Leader, who will be Springfield's primary point of contact with the consultant team;
- Providing a Project Core Team consisting of key staff and access to Springfield's Stormwater Policy Team;
- Providing copies of existing studies, plans, maps, programs, and other relevant data; and
- Providing access to all applicable City files and records.

## **III. Proposal Submission Requirements**

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

### **Technical Description**

- General – Proposals must not exceed fifty (50) pages in length. Proposals will be clear and concise. The City encourages green options and discourages the use of materials that cannot be recycled such as PVC and spiral binders, plastic or glossy covers and dividers. Further, the City encourages Proposers to print on both sides of a sheet of paper whenever possible.
- 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 firm. The letter must introduce the Proposal and affirm that the Proposer accepts all terms and conditions of the Request for Proposals, including the Attachment 3 Contract sample 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 immediately upon award of the contract, and a statement that the submission is a firm offer for a 90-day period.
- Project Understanding – A narrative demonstrating the Proposer's understanding of Springfield's needs, goals, and objectives as related to this project.

- Project Work Plan and Timeline – A detailed description of the proposed approach to providing the requested services. Include the sequence of activities to be undertaken and identification of specific tasks and deliverables within each activity. Provide a detailed work plan (scope of work) showing tasks and the schedule for completing the final Technical Memorandum by June 28, 2013. Include task completion dates. Allow ample time for City staff review of the draft products and subsequent revisions.
- Project Deliverables – A detailed description of products including, but not limited to: technical memoranda and other applicable materials, by project task, including size, number, media, and format.
- 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. Specify a Project Manager and primary contact person for project delivery.
- Qualifications – Describe each team member’s professional qualifications and experience with projects of a similar nature. Include qualifications and experience of sub-consultants. *This section should only describe those appropriate projects completed by the Project Manager, project management team, 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, along with a current contact person and telephone number for reference. This list must include a minimum of three references from recent clients (within the last 2 years) involving projects of similar nature provided to public agencies.
- Signed Attachment #4 – Authorization to Legally Bind Bidder
- Signed Attachment #5 – Minority Women Emerging Small Business Form (MWESB)

### **Proposal Price**

The proposal must show total person-hours, hourly rates, and cost by work task and function. 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 fee. 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.

## **IV. Evaluation and Selection Criteria**

A committee comprised of representatives of the Project Core Team and Stormwater Policy Team 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. 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 project and of Springfield. Qualifications, approach, schedule, and price will all be considered. The committee will rely on information provided in the Proposals, as well as information provided by references.

Description	Possible Points
Project understanding, work plan, timeline, and approach.	30
Team qualifications and experience with the work requested herein or other projects of comparable nature.	20
Demonstrated excellence in the preparation and completion of projects of similar nature and professional services provided to public agencies.	20
Staff hours and cost to complete the project. Scoring will be based on reasonableness of the proposed hours and cost.	20
Completeness and thoughtfulness of proposal preparation.	10

## V. Schedule for Selection Process

<b>RFP Advertised</b>	<b>February 4, 2013</b>
<b>Request for Clarification Due (if applicable)</b>	<b>February 15, 2013</b>
<b>Response to Clarification Due (if applicable)</b>	<b>February 22, 2013</b>
<b>Proposals Due by:</b>	<b>March 1, 2013, 2pm local time</b>
<b>Review &amp; Interview (if applicable)</b>	<b>March 15, 2013</b>
<b>Intent to Award Notice (approximate)</b>	<b>March 22, 2013</b>
<b>Award (approximate)</b>	<b>March 29, 2013</b>

Prospective Proposers may contact Jayne McMahan by email at [jmcmahan@springfield-or.gov](mailto:jmcmahan@springfield-or.gov) for further information regarding this process or to request clarification. **Contact with other City officials may be grounds for disqualification.**

## VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at [www.springfield-or.gov](http://www.springfield-or.gov) (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP #918: Mill Race Stormwater Facility Feasibility Analysis**).

Each Proposal must include (1) one original signed submission, (3) three printed copies clearly marked **“RFP #918: Mill Race Stormwater Facility Feasibility Analysis”**, and (1) electronic copy (PDF format) on a CD. Each original Proposal and required copies must be contained in a sealed envelope or box and must be received no later than 2pm, local time, March 1, 2013 at the following address:

City of Springfield  
Finance Department

Attention: Jayne McMahan, Procurement and Contracts Manager  
225 Fifth Street,  
Springfield, Oregon 97477

## **VII. Late Proposals Not Considered**

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

## **VIII. Addenda to RFP**

In the event that it is necessary to amend, revise, or supplement any part of the Request for Proposal, addenda will be posted on Springfield's website at [www.springfield-or.gov](http://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 #918: Mill Race Stormwater Facility Feasibility Analysis** is linked). The City will make a reasonable effort to provide the addenda to all Proposers to whom the City provided the initial Proposal. This includes the amendment of dates in the Schedule for Selection Process. Any addenda so issued are to be considered part of the specifications of the Proposal. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

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

## **IX. Contract**

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

## **X. Negotiation of Agreement**

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

## **XI. City Selection Discretion**

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

## **XII. Proposal Ownership**

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

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

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

## **XIII. Exceptions to Request for Proposal**

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

Jayne McMahan, Procurement and Contracts Manager  
Springfield Finance Department  
225 Fifth Street  
Springfield, OR 97477  
Phone: (541) 726-3708  
jmcman@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](http://www.springfield-or.gov) (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP #918: Mill Race Stormwater Facility Feasibility Analysis**). 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 **February 15, 2013**.

## **XIV. Comments Procedure**

A prospective Proposer may deliver to Jayne McMahan, a written request for change to any of the specification listed in this Request for Proposal. This request must be delivered no later than 5pm February 15<sup>th</sup>, 2013. A written request for change shall include:

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

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

## **XV. Protest Procedure**

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

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

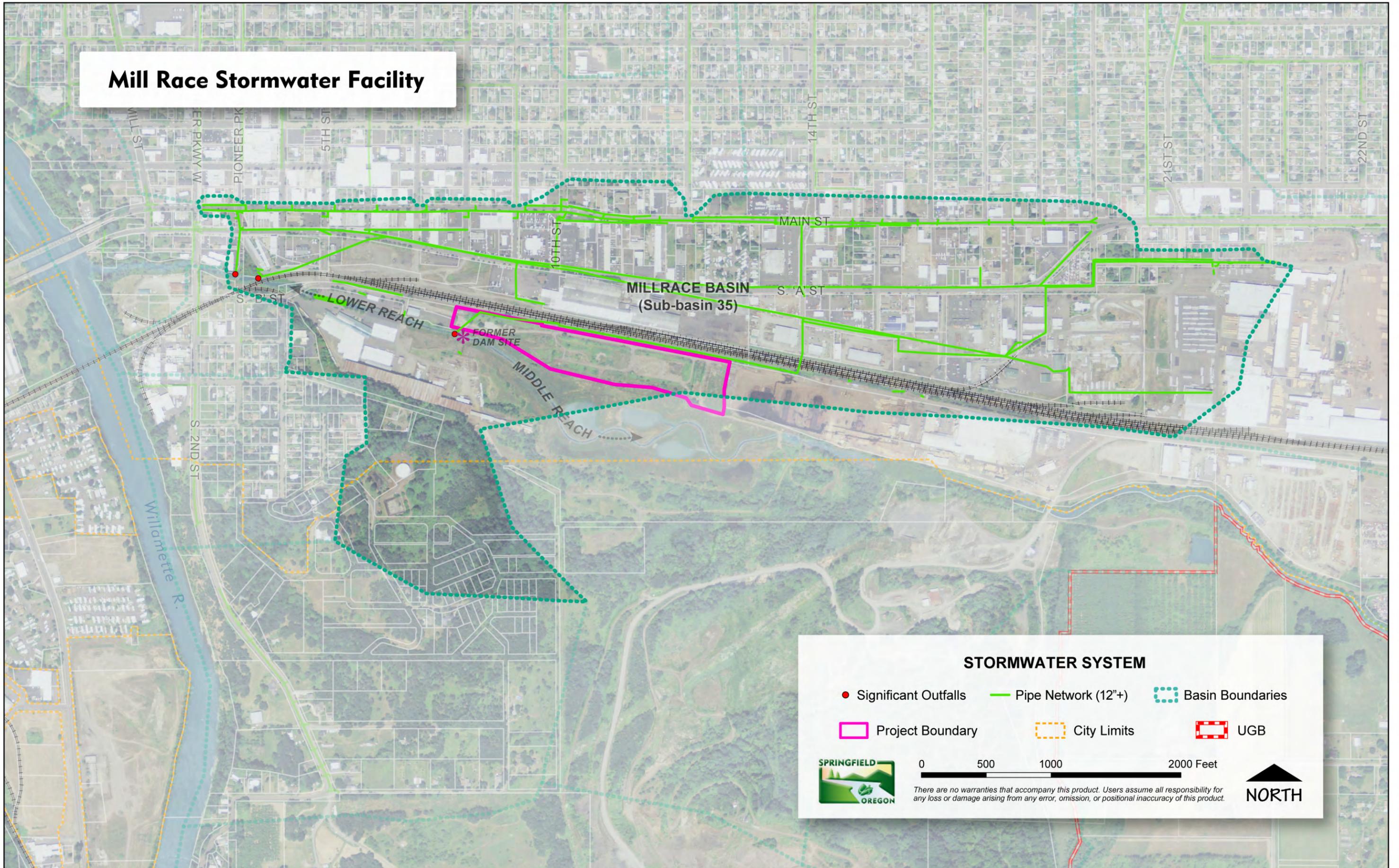
Robert J. Duey  
Finance Director  
City of Springfield  
225 Fifth Street  
Springfield, OR 97477

## **XVI. Cost of Proposal**

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



# Mill Race Stormwater Facility



## STORMWATER SYSTEM

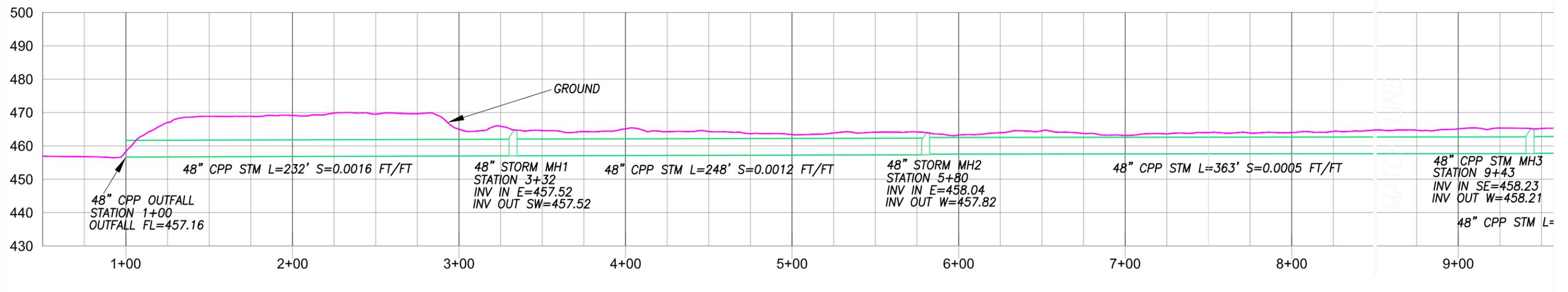
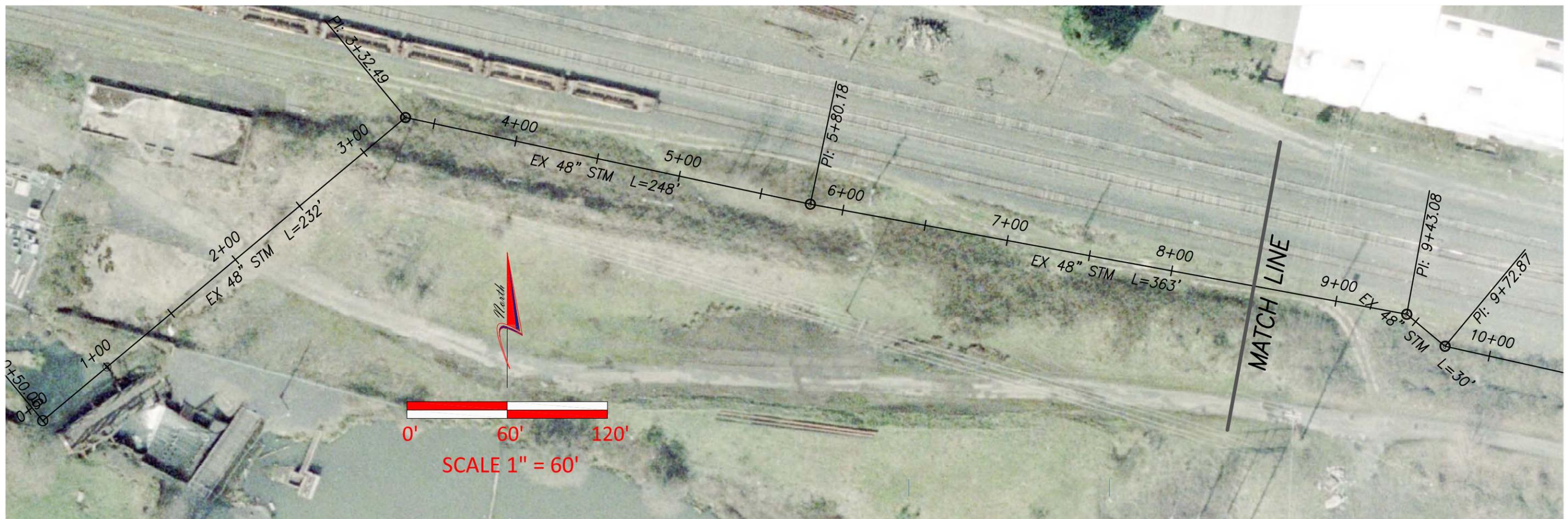
- Significant Outfalls
- Pipe Network (12"+)
- ⋯ Basin Boundaries
- ▭ Project Boundary
- ▭ City Limits
- ▭ UGB



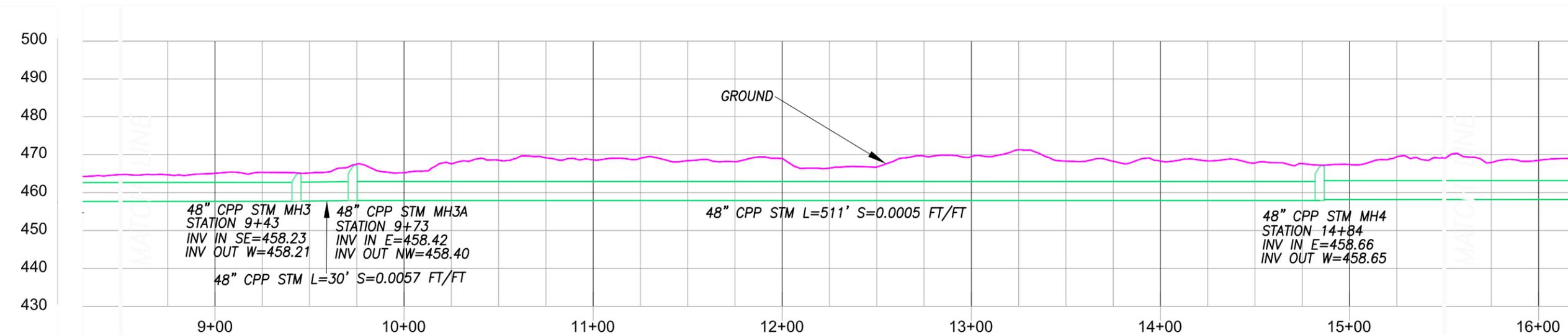
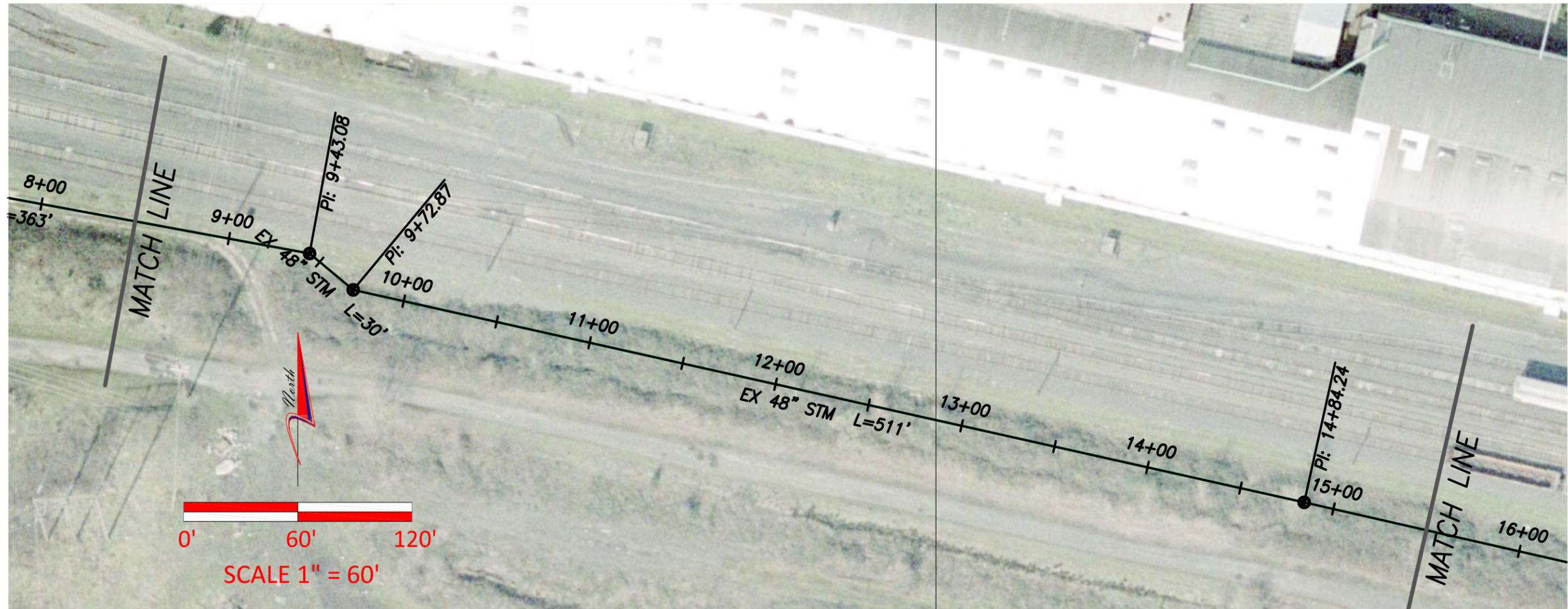
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There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.

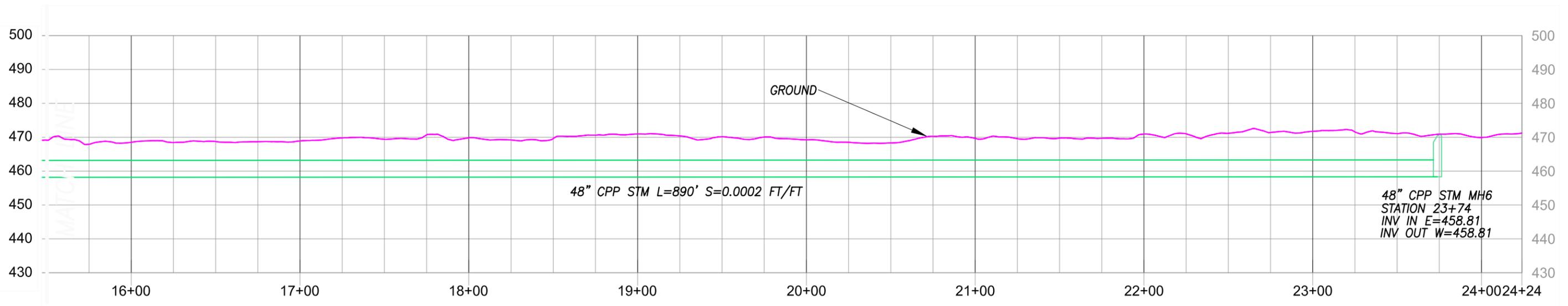
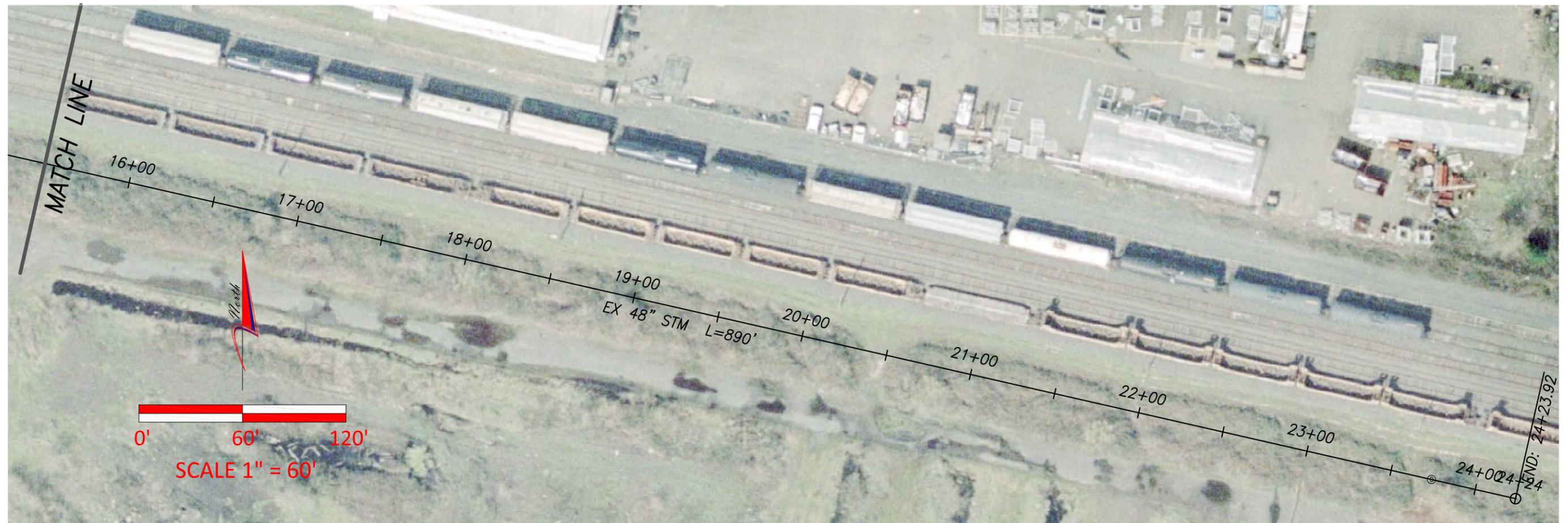




## Attachment 2 Springfield Mill Race Stormwater Facility P21052



## Attachment 2 Springfield Mill Race Stormwater Facility P21052



## Attachment 2 Springfield Mill Race Stormwater Facility P21052



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#918 Millrace Stormwater Facility Feasibility Study.
6. **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.
7. **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.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A" and "B" attached hereto and incorporated herein by this reference.
8. **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.
9. **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.
10. **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.
11. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
12. **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.
13. **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
14. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume 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 15 below shall not negate Independent Contractor's obligations in this paragraph.

## 15. Insurance.

- 15.1. 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 15.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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)**

- 15.7. 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.
- 15.8. 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.
- 15.9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 15.10. 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.
- 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 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.
- 14. 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 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.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 27. 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.
- 28. 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.
- 29. 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: \_\_\_\_\_

SAMPLE

**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)

**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 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/>