

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# 956 Channel 6 Stormwater Master Plan”
in the subject line
- Company name
- Primary contact name
- Primary contact title
- Primary contact direct phone #
- Primary contact email

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



Request for Proposal #956

Channel 6 Stormwater Master Plan

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

April 18, 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 Channel 6 system is located in the western portion of the City (See Attachment 1).

Background Information

Citywide – Stormwater Management

The City of Springfield is located in the Upper Willamette Drainage Basin. The majority of Springfield's stormwater runoff drains through an integrated network of pipes and open channels, discharging either directly to the main stem Willamette or McKenzie Rivers or through outfalls to a tributary of either of those rivers. Most of the major portions of the stormwater drainage system infrastructure were built during the 1960s and as development increased, the system was retrofit with extensions and additions, but most of the main conveyance system was not upsized to facilitate the increased flows associated with full build out.

With respect to water quality, the Willamette River and McKenzie River are listed on Oregon's 303(d) list, indicating that water quality standards for specific pollutants in these streams are currently being exceeded. In addition, in 2006, the Willamette River total maximum daily load (TMDL) was finalized, requiring the City to specifically address the parameters of temperature, bacteria, and mercury. Springfield must address TMDLs as part of its Stormwater Management Program, associated with its Phase II NPDES MS4 Permit and TMDL Implementation Plans.

Channel 6 - Stormwater Management

The Channel 6 system (also known as SCS Channel 6) runs east to west within the West Springfield Q Street and Hayden Bridge sub-basins and discharges to the major storm conveyance system adjacent to Interstate 5. The area is currently heavily developed, but there are a number of open spaces and vacant parcels adjacent to the system. The existing system is very flat and is comprised of an upstream piped conveyance system (east from about 5th Street) with a downstream open channel conveyance system (west from about 5th Street). The piped conveyance system is significantly undersized. The downstream open channel system is flat and irregularly graded. There are some downstream pipe constrictions that create backwater and flooding in the system, as well. Springfield's 2008 Basin Characterization Study and 2004 Channel Assessment identify the open waterway portion of Channel 6 as being in poor to fair condition.

Channel 6 - Natural Resources

Springfield's 2005 adopted Goal 5 Natural Resources Study identifies 13.4 acres of the downstream open channel portion of the Channel 6 system as a riparian resource area (S18).

Most of the channel is not considered a locally significant wetland (M27), but 1.85 acres is considered significant (M26). Springfield Development Code Subsection 4.3-117 implements the policies of the Natural Resources Study. Wetlands that are not considered locally significant are not without protection. The Department of State Lands and the Corps of Engineers have the final authority regarding development that has an impact on wetland and riparian areas.

Channel 6 - Stormwater Facility Planning

The 1983 West Springfield Drainage Master Plan recommended construction of a stormwater detention facility in the upper portion of the drainage basin. In 2000, private development was proposed for the site identified for this facility. At that time, the City hired a consultant to assess the needs of the north end of the Channel in the vicinity of the proposed development and determine if the prior recommendations were still valid. The 2001SCS Channel No. 6 final report identified three problem spots within the limited study area and recommended upsizing existing pipes and constructing a stormwater detention facility, as well as making improvements to improve the quality of stormwater runoff and protect natural channels and habitat.

In 2003, Springfield initiated a project to develop a citywide Stormwater Facilities Master Plan (SWFMP) to plan for more comprehensive, efficient, and multi-objective management of the City's stormwater system. The final plan, adopted in 2008, categorized the conceptual flood control and water quality capital improvement projects for Channel 6 among the five highest priority locations for improvement in Springfield. Specifically, the SWFMP identifies improvement projects at the upstream end of the Channel 6 system, including a storage facility and diversion pipes. It also identified potential stormwater treatment opportunities, including upsizing the proposed storage system for water quality or incorporating traditional structural BMPs or low impact development BMPs into construction. Improvements to Channel 6 are included in Springfield's current Capital Improvement Plan, and this Channel 6 Stormwater Master Plan initiates implementation of this high priority project.

Integrated Urban Open Space Planning

Channel 6 presents an opportunity to develop an open space system that integrates the provision of stormwater infrastructure from natural drainage and manmade development with the restoration, enhancement, and protection of natural resources. At the same time, this integrated system enables the natural resources and stormwater management facilities to co-exist and be enjoyed by people for recreational and educational purposes.

In 2012, the Willamalane (the local park district) Board of Directors adopted an updated Willamalane Park and Recreation Comprehensive Plan. The Plan identifies several actions adjacent to Channel 6. Willamalane is currently working with the City and property owners to acquire and develop a neighborhood park (bisected by Channel 6) for residents of the Pacific Park Subdivision. The Plan also directs Willamalane to work with the City to explore the feasibility of developing a multiuse path through Guy Lee Park along Channel 6 from Dornoch to Laura Streets. Additionally, the Plan directs Willamalane to work with Springfield Public Schools to develop a master plan to optimize the use of Guy Lee Park and Guy Lee Elementary School grounds for public recreation, including the undeveloped property in the southeast corner.

Project Purpose

Channel 6 improvements are intended to 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. Prior plans have provided the basis for needing construction of stormwater quality and conveyance facilities. The purpose of the Channel 6 Stormwater Master Plan is to initiate implementation of the Channel 6 improvements identified in these prior plans. A rigorous analysis of the channel's capacity and functions will help inform and prioritize the design and construction of capital projects.

II. Project Description and Scope of Work

Schedule

The date for completion of the final Master Plan is October 15, 2013.

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:

- Basin-specific stormwater master planning;
- Continuous hydrologic modeling and stormwater conveyance hydraulic modeling and analysis;
- Water resources, stormwater best management practices, and their application to stormwater facilities;
- Integrating stormwater features, natural resources, and recreation/education amenities, where applicable; and
- Regulatory and public involvement aspects of stormwater master planning.

The consultant team shall have a minimum of three years of successful, documented experience in the areas outlined in this scope of work and a minimum of five similar projects to demonstrate competence in all areas of the scope of work.

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.

Project Tasks

Coordination with City Staff

- Hold meetings or phone conferences with the City's project core team as often as necessary until City acceptance of deliverables.

Background Research & Information Review

- Compile and review relevant information to build knowledge of the location and current condition of the system including, but not limited to: existing master plans or other planning documents; regulatory rules, programs, and activities; and literature necessary to develop plan.
- Compile, review, and assess existing data in relation to its significance to model performance and the sensitivity of missing data or available data that are not field-verified. As part of this, consult with City personnel to determine which of the data need to be verified with additional information or field checked.
- Identify any critical missing info that must be collected to move forward (additional data collection and field verification should be limited to what is required to adequately model the system).
- Prepare a technical memorandum that summarizes the data review process, existing data, and documents reviewed. The memorandum shall provide a prioritized list of data needs and include recommendations for moving forward with model development.

Modeling & Problem Identification

- Determine the boundaries of the Channel 6 contributing basin, set modeling parameters, and establish criteria for stormwater quantity and quality analysis.
- Develop a dynamic, continuous simulation hydrologic model that represents the Channel 6 contributing basin to analyze existing and future stormwater conditions, utilizing the most up-to-date MIKE by DHI software.
- Develop a hydraulic model that represents the developed stormwater conveyance system for the Channel 6 contributing basin to evaluate the capacity of current facilities, utilizing the most up-to-date MIKE by DHI software.
- Calibrate the model using existing flow data and observed flooding problems.
- Compare existing capacity to existing and projected runoff and identify problem areas.
- Prepare a technical memorandum that:
 - Documents hydrologic model development (data and assumptions);
 - Documents the hydraulic model development (including any changes in data required during model development);
 - Presents values and basis for all model parameters;
 - Documents model validation process and criteria, data used, assumptions, and results relative to calibration criteria;
 - Documents existing and future condition scenarios; and

- Identifies stormwater system deficiencies related to capacity, structural problems, and functional limitations.

Development & Evaluation of Alternatives

- Propose structural and non-structural drainage system improvements to address issues and constraints identified in the technical analyses, with options to provide the flexibility needed to meet the drainage need of full development of the basin, including infill of partially developed or under-developed areas within the basin. The proposed improvements should identify options for addressing capacity and conveyance, open channel improvements, and opportunities for incorporating water quality improvement functions.
- For each recommended improvement, identify: potential locations; permitting issues; and operations and management requirements. Also, describe the improvement, design flows, and performance, and estimate life cycle costs of each project.
- Develop an evaluation matrix that considers potential flood control and water quality benefits and constraints. Apply the evaluation matrix to the list of recommended projects and use professional judgment to evaluate and prioritize projects.
- Prepare a technical memorandum that includes a Fact Sheet for each preliminary capital project, summarizes the selection criteria, the scoring system, the evaluation results for each preliminary capital project, and a prioritized list of recommended projects.

Master Plan Document

- Prepare a draft and final Master Plan that describes the planning process, technical analyses, and recommendations. The recommendations shall include a prioritized list of recommended capital improvement projects and proposed implementation schedule.
- The Master Plan shall include necessary mapping, charts, and tables to support the findings, conclusions, and recommendations including, but not limited to, GIS-based maps of the study area that present hydrologic characteristics, basin area, extent of hydraulic model, identified deficiencies, and proposed improvements.
- The consultant shall submit one hard copy and one electronic copy (PDF format) of the final Master Plan and any other electronic data produced as part of this project. Electronic deliverables shall be compliant with Springfield's integrated spatial data sets. Files shall be submitted in non-proprietary formats and include adequate metadata as deemed appropriate by the City Engineer. An Oregon licensed Civil Engineer must stamp the final Master Plan.

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 Master Plan by October 15, 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: meeting notes; progress reports; technical memoranda; presentations; reports and maps (draft and final); and other applicable materials, by project task, including size, number, media, and format.
- 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.
- Qualifications & References – 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, 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, 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 #3 – Authorization to Legally Bind Bidder
- Signed Attachment #4 – Minority Women Emerging Small Business Form (MWESB)

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.

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on their Project Understanding, Approach & Methodology. If these scores are also tied, then the committee would break the tie by taking the highest scoring proposer based on their Capability, Experience & Past Performance.

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. The committee will rely on information provided in the Proposals and during interviews, if any, as well as information provided by references.

After a consultant is selected based on qualifications, the City will negotiate ‘a project-specific not to exceed’ cost for the proposed work.

Description	Possible Points
<p>Project Understanding, Approach & Methodology</p> <p>Scoring will be based on the firm’s assessment of understanding of the City’s needs and the firm’s proposed solution’s ability to meet the stated objectives of the RFP. This category will be evaluated by review of proposed scope of work, description of work approach, and proposed work schedule.</p>	35
<p>Capacity</p> <p>Scoring will be based on the resources and capabilities of key personnel assigned to the project with regard to their documented ability to successfully complete similar projects. This includes the use of current technology and the degree to which personnel with a background in water resources will be involved in the overall direction of the work. This category will be evaluated by review of training, work experience and history of successful completion of similar projects.</p>	25
<p>Capability, Experience & Past Performance</p> <p>Scoring will be based on the record of performance in the preparation and completion of projects of similar nature by key personnel assigned to the project. This category will be evaluated by the overall assessment of references for relevant similar projects, including</p>	30

references' representation of customer service and satisfaction related to proposed services and record of completing projects within the specified timeframes and budgets.	
Proposal Preparation & Presentation	10
Scoring will be based on the City's assessment of thoughtfulness, overall responsiveness to the RFP requirements, and completeness of the proposal.	

V. Schedule for Selection Process

RFP Package Available	April 18, 2013
Request for Clarification Due (if applicable)	May 1, 2013
Response to Clarification Due (if applicable)	May 8, 2013
Proposals Due by:	May 17, 2013, 2pm local time
Review & Interview (if applicable)	May 31, 2013
Intent to Award Notice (approximate)	June 7, 2013
Price Negotiations (approximate)	June 14, 2013
Contract Award (approximate)	June 21, 2013

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.**

VI. Instructions to Proposers

The Request for Proposals may be found on the City of Springfield website at www.springfield-or.gov (Select the **Purchase/Contracts** hyperlink from the menu on the left and then select the document titled **RFP #956: Channel 6 Stormwater Master Plan**).

Each Proposal must include (1) one original signed submission, (3) three printed copies clearly marked "**RFP #956: Channel 6 Stormwater Master Plan**", 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, May 17, 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 (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 #956: Channel 6 Stormwater Master Plan** 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 2.

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
jmc_mahan@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 #956: Channel 6 Stormwater Master Plan**). 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 **May 1, 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 May 1, 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

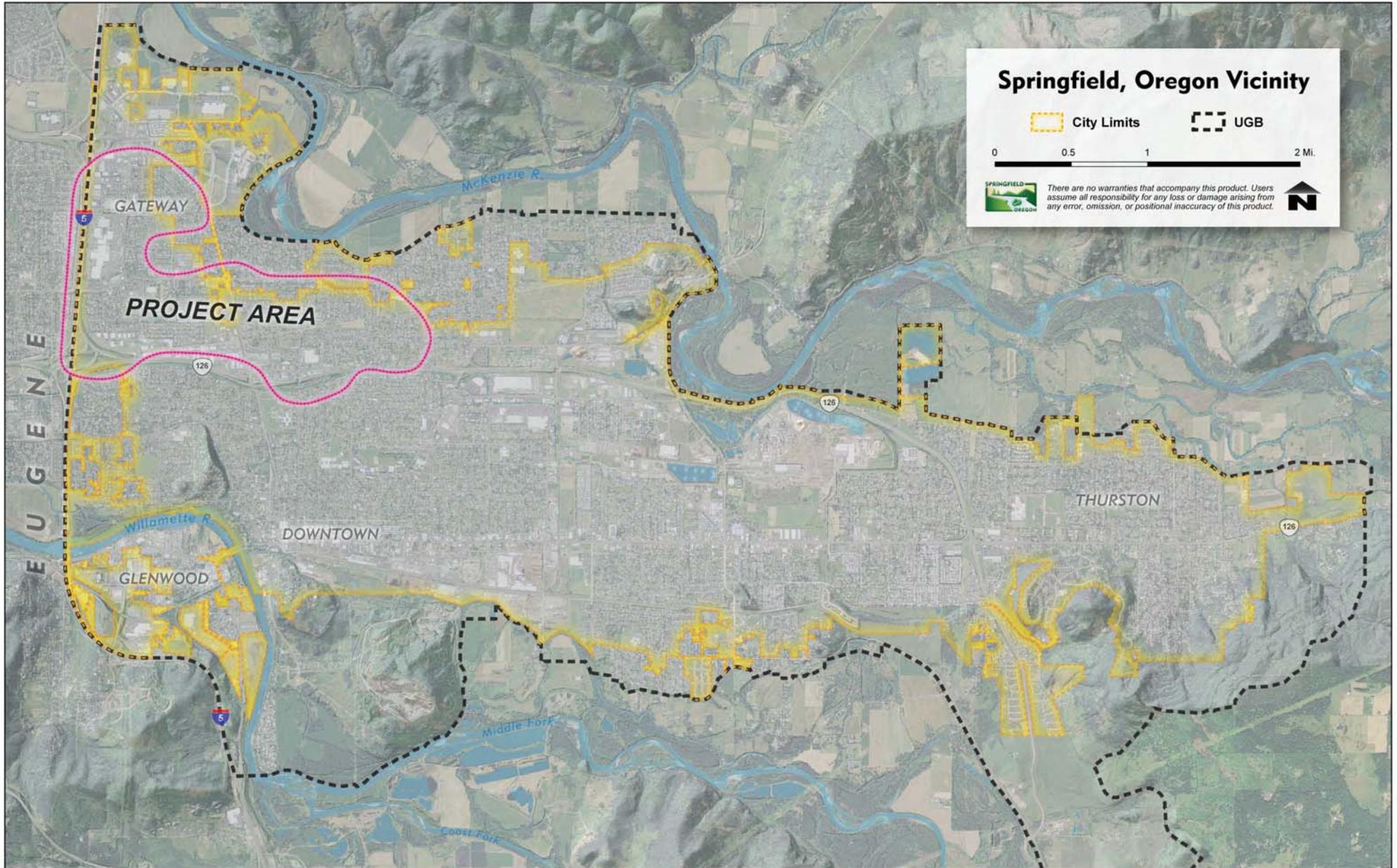
of Intent to Award the Contract, to submit a written protest of the award to the City. This right to protest shall conform to the written requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

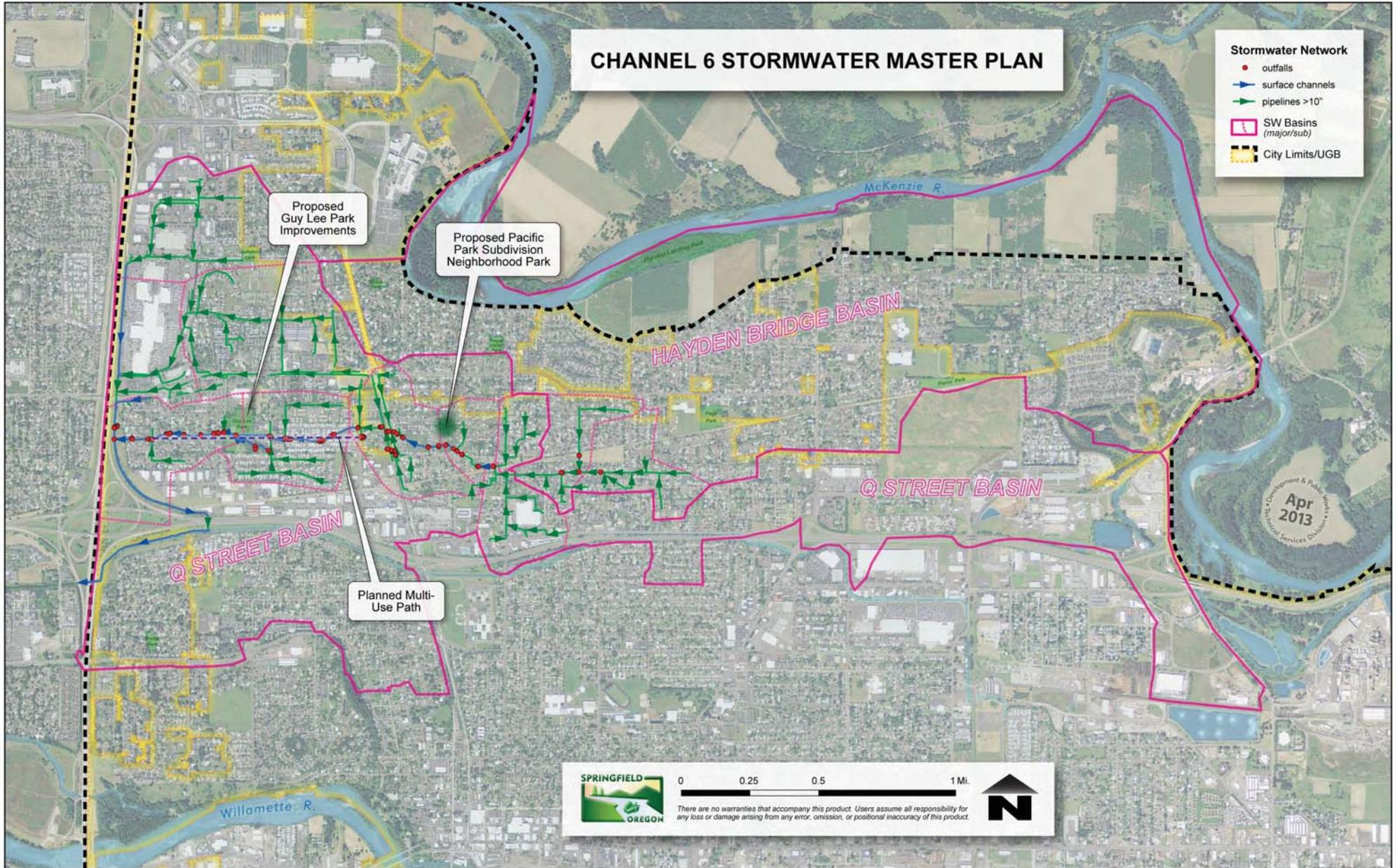
An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of City's Contract award. Concerns must be submitted to:

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.





ATTACHMENT 2

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

Dated:

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

and

("Independent Contractor")

Additional Independent Contractor Information:

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

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

Account Number	Percentage

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

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
2. **Invoice.** Invoice to be sent to *[Insert name and address to whom the invoice is to be sent]*. Invoice will be paid on net 30 day terms upon City acceptance of work or services performed.

3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.
4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor selected from RFP#956 Channel 6 Stormwater Master Plan issued April 18, 2013.
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 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.

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: _____

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).

- 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 3

Authorization to Legally Bind Bidder

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

(Signature of person authorized to bind Bidder) Dated

Print Name of Person signing as authorized to bind Bidder

Title of Person signing as authorized to bind Bidder

Firm Name

Phone

Address

Fax

City, State, Zip

email address

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



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

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

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

Prime Bidder/Proposer: _____

Business Name: _____

Contact Person: _____

CCB#/PE#/Other Registration: _____

Business Address: _____

Business Phone: _____

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

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

First Tier Sub-contractors:

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