

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# 993 Over/Under Channel Investigation” 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 #993

Over/Under Channel Investigation

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

May 16, 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 Over/Under Channel system is located in the western portion of the City.

Background Information

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.

Over/Under Channel

The Over/Under Channel system runs east to west within the Q Street Floodway basin and discharges to the Q Street Floodway. The channel follows what was once a natural storm drainage creek. The area is primarily older residential with several schools and Willamalane Park. The existing system is rather flat and is comprised of an upstream piped conveyance system (east of Willamalane Park) with a downstream combination of a piped system with open channel overflow. The piped conveyance system upstream of Willamalane Park is primarily concrete pipe in reasonably good condition. Beginning at Willamalane Park and moving downstream the piping material is a combination of wood-stave pipe, steel corrugated arch-pipe, steel spiral rib pipe and concrete pipe.

In Willamalane Park there is a 900-foot long open channel over the wood-stave "under" pipe. This section of open channel is wide with gently sloping sides and with considerable capacity. Between Centennial Blvd. and the discharge point at the Q Street Floodway there is a 2000-foot irregular open channel over a corrugated steel pipe-arch. This section of corrugated steel arch-pipe is heavily corroded and in need of replacement.

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, indicated capacity problems for the central section of the Over/Under Channel. The SWFMP recommends a capital project which would place a new parallel pipe the length of the Over/Under Channel.

Project Purpose

The purpose of the Over/Under Channel Investigation is to get a correct picture of the effects of a 10-year storm event on the entire Over/Under Channel system before implementation of improvements in the system. A rigorous analysis of the channel's capacity will help inform and prioritize the design and construction of capital projects.

II. Project Description and Scope of Work

The City of Springfield Stormwater Facilities Master Plan, October 2008 modeled and analyzed the City's drainage system including the Over/Under Channel. This drainage follows and partially utilizes a natural drainage channel during larger storm events when the pipe below the channel surcharges.

This pipe/channel system drains stormwater from sub-basins: 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 30, 32, and 33 of the Q Street Floodway Basin.

The flow from sub-basins 13 through 17 is carried north in a 36-inch pipe on 21st St and into a different part of the Q Street Floodway Basin. However, from manhole 014G085101 on 21st Street between G and H Streets, some of the flow in this 36-inch pipe is diverted to the west after it reaches .88 feet in depth. This pipe to the west forms the "trunk" line of the Over/Under Channel to 14th Street.

West of 14th St the flow is directed into a wooden rectangular duct (under) with any overflow (over) contained in a 1000-foot long open channel through Willamalane Park. The open channel then flows into a pipe which parallels the wooden duct to a vault on 10th Street. West of 10th Street parallel pipes carry the flow to a common manhole at 8th Street. A single 60-inch equivalent corrugated pipe-arch then carries all of the flow northwest under Centennial Boulevard where it enters an open channel with a 42-inch corrugated pipe-arch underneath. This open channel condition with the pipe under continues northwest to its outfall on the Q Street Floodway. Where the open channel crosses 7th, 5th and Moffitt Streets, the open channel flow goes through culverts.

Although this drainage was modeled in the Master Plan, data on pipe sizes and material types was missing or incorrect. Data on flowlines was mostly inaccurate. The City wishes to have an accurate model and analysis of the Over/Under Channel before designing any construction projects to remedy flow problems in this system.

Resources

- The Stormwater facilities Master Plan (see URL below) contains all the hydrologic information such as rainfall data, storm modeling, topography, land use and soils. This data was all used to form a city wide stormwater runoff model in Xp-SWMM and this model is also available
<http://www.springfield-or.gov/DPW/Stormwater/SupportFiles/StormwaterFacilityMasterPlan.pdf>

- The AutoCAD drawing (see Attachment 1) shows the locations of manholes and contour elevations for the open channel portions of this drainage.
- The Excel spreadsheet contains (see Attachment 2) pipe lengths, sizes and material for all storm pipes 24-inch diameter and larger in this drainage, as well as manhole rim elevations and flow lines.
- City of Springfield sewer maps are available (see URL below) for locating pipes and nodes and for sub-basin boundaries. Pipe sizes on these sewer maps are not always correct and flow line elevations are mostly inaccurate.
http://www.springfield-or.gov/dpw/ResourceCenter/Maps/Standard%20Maps/swr_map_index.pdf
- A Basin/Sub-basin map is also available (see Attachment 3).
- The City will provide any additional survey work needed to create this model.

Scope of Work

The Proposer for this project will create a hydraulic model of the Over/Under Channel using the MIKE URBAN hydraulic model for analysis. The model will depict the effect of a 10-year storm event in order to locate areas of surcharging and flooding. The model will show the existing over/under channel in plan and profile view. The profile view will show the hydraulic grade line, energy grade line, existing ground surface and existing stormwater infrastructure to scale. The plan view will show the street layout, stormwater infrastructure and sanitary sewer layout. The street and sanitary sewer information will be provided to the contractor by the city in a geo-referenced format of the contractors choosing (AutoCAD, GIS, or similar).

Schedule

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

Consultant

Springfield will contract with one primary consulting firm to provide necessary services throughout all stages of the project.

The Proposer 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.

The Proposer 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 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 staff 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.
- 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).

Modeling & Problem Identification

- Determine the boundaries of the Over/Under Channel contributing basin, set modeling parameters, and establish criteria for stormwater quantity analysis.
- Develop a dynamic, continuous simulation hydrologic model that represents the Over/Under Channel contributing basin to analyze 10-year storm event conditions, utilizing the most up-to-date MIKE URBAN software.
- Prepare a technical memorandum that:
 - Documents hydrologic model development (from City of Springfield Stormwater Facilities Master Plan);
 - Documents the hydraulic model development (including any changes in data required during model development);
 - 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.

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 fifteen (15) 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 4 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 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. Provide a work plan (scope of work) showing tasks and the schedule for completing the final model and analysis by August 30, 2013.
- Project Deliverables – A detailed description of products including, but not limited to: model of channel showing the existing over/under channel in plan and profile view. The profile view will show the hydraulic grade line, energy grade line, existing ground surface and existing stormwater infrastructure to scale.
- Project Team – Identification of key personnel 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 & References – Describe each team member's professional qualifications and experience with projects of a similar nature. 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 #5 – Authorization to Legally Bind Bidder

- Signed Attachment #6 – Minority Women Emerging Small Business Form (MWESB)

IV. Evaluation and Selection Criteria

A committee comprised of representatives of Development and Public Works Department 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.

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>Personnel</p> <p>Description of key personnel to be involved in the project including % based staffing levels.</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 references’ representation of customer service and satisfaction related to proposed services and record of completing projects within the specified timeframes and budgets.</p>	30
<p>Proposal Preparation & Presentation</p> <p>Scoring will be based on the City’s assessment of thoughtfulness, overall responsiveness to the RFP requirements, and completeness of the proposal.</p>	10

The City will consider qualifications first, without regard to cost. After a contractor is selected based on qualifications the City will negotiate “a project specific not to exceed” cost for the proposed work. Proposals will be evaluated and ranked in an order most advantageous to the City. The maximum points available are 100.

In the event of a tie during the evaluation process, the tie will be broken by taking the highest scoring proposer based on the capability, experience and past performance. If these scores are also tied then the committee would break the tie by taking the highest scoring proposer based on their project understanding.

V. Schedule for Selection Process

RFP Package Available	May 16, 2013
Request for Clarification Due (if applicable)	May 24, 2013 5pm local time
Response to Clarification Due (if applicable)	May 29, 2013 5pm local time
Proposals Due by:	June 7, 2013, 2pm local time
Intent to Award Notice (approximate)	June 17, 2013
Price Negotiations (approximate)	June 18, 2013
Contract Award (approximate)	June 27, 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 #993: Over/Under Channel Investigation**).

Each Proposal must include (1) one original signed submission, (3) three printed copies clearly marked “**RFP #993: Over/Under Channel Investigation**”, 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, June 7, 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 #993: Over/Under Channel Investigation** 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 4.

X. Negotiation of Agreement

Following selection of the successful Proposer by the Evaluation Committee the City will issue a Notice of Intent to Award an Independent Contractor contract to the selected Proposer.

Cost information shall not be submitted as part of the Proposal submittal package. Cost information, as shown in Attachment #7, shall be submitted by the selected Proposer. The selected Proposer shall submit (electronically in Excel format) billing rate information within 24 hours after City issues Notice of Intent to Award.

The City will attempt to reach a final agreement, including a detailed scope of work, project schedule, and fee schedule, with the highest scoring Proposer. However, the City may, in its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City shall then issue a written notice of termination of negotiations to the highest scoring Proposer. The City may then attempt to reach a final agreement with the second highest scoring Proposer and may continue on, in the same manner, with remaining Proposers until an agreement is reached, or not.

The proposal and all responses provided by the successful Proposer may become a part of the final contract. Any information included as part of this Price Agreement shall be a public record and not exempt from disclosure, including items redacted from the proposal. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for approval.

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 (select the hyperlink **Purchase/Contracts** from the left menu on the home page and then select the document titled **RFP #993: Over/Under Channel Investigation**). 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 24, 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 24, 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 1

Topography of Over/Under Channel is located at the following URL:

<http://stage.springfield1.net/RFP993Attachment1.dwg>

Must have AutoCad or viewer to open the dwg file.

How to Download .dwg Files

This varies with the Internet browser used.

Explorer

- Single click on the .dwg file, choose "Save" from the File Download box and save it to a folder on your computer - *or*
- Right click on the file, choose "Save Target As..." and save it to a folder on your computer.

Safari

- Single click on the .dwg file to open a dialogue box. Choose "Save" and save the file to a folder on your computer - *or*
- Right click on the .dwg file and choose "Download Linked File" to open a dialogue box. Choose "Save" and save the file to a folder on your computer

Firefox

- Single click on the .dwg file to open a dialogue box. Choose "Save File" then click "Okay" to download the file to your computer - *or*
- Right click on the .dwg file and choose "Save Link As..." to download the file to your computer

Chrome

- Single click on the .dwg file to save the file to a folder on your computer - *or*
- Right click on the .dwg file and choose "Save link as..." to save the file to a folder on your computer

Opera

- Single click on the .dwg file to open a dialogue box and choose "Save" to save the file to a folder on your computer - *or*
- Right click on the .dwg file and choose "Save Linked Content As..." to save the file to a folder on your computer

PDF files:

- If you encounter PDF printing problems with any of the files, try this: In the "Print" dialog box click the "Advanced" button and enable the "Print as Image" check box.

ATTACHMENT 2

OVER/UNDER CHANNEL		Surveyed data										
LINE A						UNDER	Interpolated data					
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln	
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.	
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	
013G085101	15	MH	466.4	5.1	5.1							
N/S/ flow	15		466.4	5.76	5.98	Crossing 36" Pipe @ MH 5101						
						1	24 Conc.		330	461.3	461.69	-0.0011818
016G085102	14	MH	466.23	4.54	4.54							
						2	24 Conc.		351	461.69	459.88	0.0051567
016G084101	18	MH	466.1	6.22	6.22							
						3	30 Conc.		232	459.88	458.78	0.00474138
023G084101		MH	465.48			Not found				Interpolate		
						4	36 Conc.		340	458.78	457.17	0.00473529
023G084105	22	MH	464.85	7.68	8.22							
						5	48 Conc.		375	456.63	456.08	0.00146667
023F086101	25	MH	464.1	8.02	8.04							
						6	48 Conc.		370	456.06	455.92	0.00037838
023F086102	27	MH	463.54	7.62	7.56							
						7	48 Conc.		127	455.98	455.73	0.0019685
023F086103	31	MH	465.57	9.84	9.86							
						8	48 Conc.		170	455.71	455.54	0.001
023F086106	33	MH	465.32	9.78	9.79							
						9	48 Conc.		274	455.53	455.45	0.00029197
023F086107	35	MH	466.57	11.12	11.38							
						10	48 Conc.		126	455.19	455.21	-0.0001587
023F086108	38	MH	464.91	9.7	9.84							
						11	48 Conc.		140	455.07	454.23	0.006
024F085102		DI/HW	464.23	10	10.17	Start of Willamalane swale						
						12	30x32 Wood		200	454.06	453.15	0.00455
024F085412		AD	456.78	3.63	3.63							
						13	30x32 Wood		125	453.15	452.06	0.00872
024F085413		AD	456.1	4.04	4.04							
						14	30x32 Wood		302	452.06	450.92	0.00377483
024F0854411	14	AD	455.11	4.21	4.21							

ATTACHMENT 2

						3	27 Concre	297	463.32	462.75	0.00191919				
015G092116	48	M.H.	467.96	5.21	5.33										
						4	30 Concre	288	462.63	462.42	0.00072917				
015G092113	50	M.H.	467.21	4.79	4.89		Flow mixes with Line B2 in this manhole								
						5	30 Concre	10	462.32	462.17	0.015				
015G092112	52	M.H.	467.35	5.18	5.46										
						6	33 Concre	177	461.89	461.67	0.00124294				
015G092110	58	M.H.	466.45	4.78	4.81		Flow mixes with Line B2 in this manhole								
						7	33 Concre	25	461.64	461.63	0.0004				
015G092108	61	M.H.	466.37	4.74	4.7										
						8	33 Concre	178	461.67	462.85	-0.0066292				
015G092105	70	M.H.	467.05	4.2	4.15										
						9	33 Concre	280	462.9	461.25	0.00589286				
015G092130	96	M.H.	466.23	4.98	4.99										
						10	33 Concre	208	461.24	460.2	0.005				
015G085103	98	M.H.	466.75	6.55	6.24										
						11	33 Concre	215	460.51	460.73	-0.0010233				
015G085131	99	M.H.	466.2	5.47	5.6										
						12	33 Concre	85	460.6	460.64	-0.0004706				
013G085101	15	M.H.	466.4	5.76	5.98										
						13	36 Concre	242	460.42	460.05	0.00152893				
013G085126	100	M.H.	467.79	7.74	7.74										
						14	36 Concre	181	460.05	459.81	0.00132597				
013G085127	101	M.H.	467.59	7.78	7.78										
						15	36 Concre	61	459.81	459.63	0.00295082				
013G085102	102	M.H.	467.66	8.03	8.04										
						16	36 Concre	90	459.62	459.51	0.00122222				
013G085129	103	M.H.	467.96	8.45	8.41										
Line B2 (Runs up East side of 21st St. Crossing A at 21st)															
(Parallels and shares flow with line B at several nodes from 22nd & E Sts. To 21st near G)															
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln				
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.				
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope			
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****			
015G092114	RFP#993041U	55	467.07	4.22											

ATTACHMENT 2

						1	24 Concre	25	462.85	462.43	0.0168			
015G092113	50	MH	467.21	4.78	4.75									
						2	24 Concre	185	462.46	462.62	-0.0008649			
015G092111	56	MH	466.26	3.64	3.79									
						3	24 Concre	15	462.47	461.67	0.05333333			
015G092110	58	MH	466.45	4.78	4.81									
						4	30 Concre	195	461.64	462.36	-0.0036923			
015G092104	72	MH	467.36	5	5									
						5	30 Concre	78	462.36	461.96	0.00512821			
015G092103	95	MH	467.09	5.13	5.14									
						6	30 Concre	384	461.95	461.47	0.00125			
015G085102	97	MH	466.52	5.05	4.83									
						7	30 Concre	328	461.69	460.64	0.00320122			
013G085101	15	MH	466.4	5.76	5.98	X w/A Line & combine w/B1								
Line C (Entering Line A from South between 18th and 19th)														
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln			
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.			
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope		
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
017G102108	81	MH	471.5	3.86	3.95									
						1	24 Concre	282	467.55	467.12	0.00152482			
017G102105	82	MH	471.2	4.08	4.1									
						2	24 Concre	63	467.1	466.5	0.00952381			
017G102106	83	MH	470.9	4.4	4.69									
						3	30 Concre	220	466.21	465.69	0.00236364			
017G095350		DI	469.9											
						4	30 Concre	283	465.69	465.03	0.00233216			
017G095406		DI	468.76											
						5	30 Concre	230	465.03	464.49	0.00234783			
017G095407		DI	468.4											
						6	30 Concre	460	464.49	463.41	0.00234783			
017G092405	RFP #98401	DI	467.1		3.72									

ATTACHMENT 2

024F085101	91	MH	463.12	6	6																
						5	36	concre	390	457.12	456.11	0.00258974									
024F085104	92	MH	462.81	6.7	6.7																
						6	36	concre	433	456.11	455.16	0.002194									
024F085103	93	MH	464.16	9	9																
						7	36	concre	76	454.06											
024F085102		DI	458.98																		
Line F (Entering A from the North at 12th St.)																					
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln										
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.										
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope									
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****								
025F083101	109	MH	460.32		8.62																
						1	36	concre	248	451.7	451.39	0.00125									
025F083103	112	MH	460.11	8.72	8.65																
						2	36	concre	215	451.46	451.09	0.00172093									
025F083104	115	MH	460.08	8.99	8.99																
						3	36	concre	400	451.09	450.8	0.000725									
025F084104						Blind connection to Under line															

ATTACHMENT 2

OVER/UNDER CHANNEL		Surveyed data										
LINE A						UNDER	Interpolated data					
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln	
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.	
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	
013G085101	15	MH	466.4	5.1	5.1							
N/S/ flow	15		466.4	5.76	5.98	Crossing 36" Pipe @ MH 5101						
						1	24 Conc.		330	461.3	461.69	-0.0011818
016G085102	14	MH	466.23	4.54	4.54							
						2	24 Conc.		351	461.69	459.88	0.0051567
016G084101	18	MH	466.1	6.22	6.22							
						3	30 Conc.		232	459.88	458.78	0.00474138
023G084101		MH	465.48			Not found				Interpolate		
						4	36 Conc.		340	458.78	457.17	0.00473529
023G084105	22	MH	464.85	7.68	8.22							
						5	48 Conc.		375	456.63	456.08	0.00146667
023F086101	25	MH	464.1	8.02	8.04							
						6	48 Conc.		370	456.06	455.92	0.00037838
023F086102	27	MH	463.54	7.62	7.56							
						7	48 Conc.		127	455.98	455.73	0.0019685
023F086103	31	MH	465.57	9.84	9.86							
						8	48 Conc.		170	455.71	455.54	0.001
023F086106	33	MH	465.32	9.78	9.79							
						9	48 Conc.		274	455.53	455.45	0.00029197
023F086107	35	MH	466.57	11.12	11.38							
						10	48 Conc.		126	455.19	455.21	-0.0001587
023F086108	38	MH	464.91	9.7	9.84							
						11	48 Conc.		140	455.07	454.23	0.006
024F085102		DI/HW	464.23	10	10.17	Start of Willamalane swale						
						12	30x32 Wood		200	454.06	453.15	0.00455
024F085412		AD	456.78	3.63	3.63							
						13	30x32 Wood		125	453.15	452.06	0.00872
024F085413		AD	456.1	4.04	4.04							
						14	30x32 Wood		302	452.06	450.92	0.00377483
024F0854411	14	AD	455.18	4.21	4.21							

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						3	27 Concre	297	463.32	462.75	0.00191919				
015G092116	48	M.H.	467.96	5.21	5.33										
						4	30 Concre	288	462.63	462.42	0.00072917				
015G092113	50	M.H.	467.21	4.79	4.89		Flow mixes with Line B2 in this manhole								
						5	30 Concre	10	462.32	462.17	0.015				
015G092112	52	M.H.	467.35	5.18	5.46										
						6	33 Concre	177	461.89	461.67	0.00124294				
015G092110	58	M.H.	466.45	4.78	4.81		Flow mixes with Line B2 in this manhole								
						7	33 Concre	25	461.64	461.63	0.0004				
015G092108	61	M.H.	466.37	4.74	4.7										
						8	33 Concre	178	461.67	462.85	-0.0066292				
015G092105	70	M.H.	467.05	4.2	4.15										
						9	33 Concre	280	462.9	461.25	0.00589286				
015G092130	96	M.H.	466.23	4.98	4.99										
						10	33 Concre	208	461.24	460.2	0.005				
015G085103	98	M.H.	466.75	6.55	6.24										
						11	33 Concre	215	460.51	460.73	-0.0010233				
015G085131	99	M.H.	466.2	5.47	5.6										
						12	33 Concre	85	460.6	460.64	-0.0004706				
013G085101	15	M.H.	466.4	5.76	5.98										
						13	36 Concre	242	460.42	460.05	0.00152893				
013G085126	100	M.H.	467.79	7.74	7.74										
						14	36 Concre	181	460.05	459.81	0.00132597				
013G085127	101	M.H.	467.59	7.78	7.78										
						15	36 Concre	61	459.81	459.63	0.00295082				
013G085102	102	M.H.	467.66	8.03	8.04										
						16	36 Concre	90	459.62	459.51	0.00122222				
013G085129	103	M.H.	467.96	8.45	8.41										
Line B2 (Runs up East side of 21st St. Crossing A at 21st)															
(Parallels and shares flow with line B at several nodes from 22nd & E Sts. To 21st near G)															
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln				
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.				
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope			
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****			
015G092114	RFP#9930	55	467.07	4.22											

ATTACHMENT 2

						1	24 Concre	25	462.85	462.43	0.0168			
015G092113	50	MH	467.21	4.78	4.75									
						2	24 Concre	185	462.46	462.62	-0.0008649			
015G092111	56	MH	466.26	3.64	3.79									
						3	24 Concre	15	462.47	461.67	0.05333333			
015G092110	58	MH	466.45	4.78	4.81									
						4	30 Concre	195	461.64	462.36	-0.0036923			
015G092104	72	MH	467.36	5	5									
						5	30 Concre	78	462.36	461.96	0.00512821			
015G092103	95	MH	467.09	5.13	5.14									
						6	30 Concre	384	461.95	461.47	0.00125			
015G085102	97	MH	466.52	5.05	4.83									
						7	30 Concre	328	461.69	460.64	0.00320122			
013G085101	15	MH	466.4	5.76	5.98	X w/A Line & combine w/B1								
Line C (Entering Line A from South between 18th and 19th)														
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln			
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.			
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope		
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****		
017G102108	81	MH	471.5	3.86	3.95									
						1	24 Concre	282	467.55	467.12	0.00152482			
017G102105	82	MH	471.2	4.08	4.1									
						2	24 Concre	63	467.1	466.5	0.00952381			
017G102106	83	MH	470.9	4.4	4.69									
						3	30 Concre	220	466.21	465.69	0.00236364			
017G095350		DI	469.9											
						4	30 Concre	283	465.69	465.03	0.00233216			
017G095406		DI	468.76											
						5	30 Concre	230	465.03	464.49	0.00234783			
017G095407		DI	468.4											
						6	30 Concre	460	464.49	463.41	0.00234783			
017G092405	RFP #98401	DI	467.1		3.72									

ATTACHMENT 2

024F085101	91	MH	463.12	6	6																
						5	36	concre	390	457.12	456.11	0.00258974									
024F085104	92	MH	462.81	6.7	6.7																
						6	36	concre	433	456.11	455.16	0.002194									
024F085103	93	MH	464.16	9	9																
						7	36	concre	76	454.06											
024F085102		DI	458.98																		
Line F (Entering A from the North at 12th St.)																					
	Pt #	Node	Rim	Depth	Depth	Line	Pipe	Pipe	Pipe	Flow Ln	Flow Ln										
Node		Type	Elev.	Up	Down	Seg.	Size	Mat'l	Length	Up Strm	Dn Strm.										
			Feet	Stream	Stream		Inch		Feet	Feet	Feet	Slope									
*****	**	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****								
025F083101	109	MH	460.32		8.62																
						1	36	concre	248	451.7	451.39	0.00125									
025F083103	112	MH	460.11	8.72	8.65																
						2	36	concre	215	451.46	451.09	0.00172093									
025F083104	115	MH	460.08	8.99	8.99																
						3	36	concre	400	451.09	450.8	0.000725									
025F084104						Blind connection to Under line															

ATTACHMENT 4

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract #

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#993 OverUnder Channel Investigation May 16, 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: _____

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).

- 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 5

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/>

ATTACHMENT #7

City of Springfield Over/Under Channel Investigation		Project Manager	Engineer	Technical Support Personnel	Technical Support Personnel	Direct Expenses	Total/Hours	Total/NTE Cost	
	Staff Name								
	Hourly rate								
Task	Task Description	# of hours		# of hours	# of hours				
1	Review Project Material								
1.1	Review 2008 Stormwater Master Plan						0	#REF!	
1.2	Review survey, pipe, flowline data						0	#REF!	
2	Develop Model								
2.1	Populate model						0	#REF!	
2.2	Develop hydraulic model						0	#REF!	
3	Prepare Report						0	#REF!	
3.1	Model output						0	#REF!	
3.2	Identify deficiencies						0	#REF!	
3.3	Draft plan sheet						0	#REF!	
							0	#REF!	
	Total Hours	0		0	0		0		
	Cost Subtotal	\$0		\$0	\$0	\$0		\$0	
Notes:									
1. City will provide any additional survey or GIS information							Markup %		\$0
							Total Markup Fees:		\$0
							Grand Total		\$0