



REQUEST FOR PROPOSALS

**ENGINEERING SERVICES FOR SCOPING, DESIGN AND
INSTALLATION OF THE 58th STREET RELIEF
SANITARY SEWER LINE & BYPASS MANHOLE
Project P21046**

City of Springfield
Public Works Department
Springfield, Oregon 97477

January 2011

**CITY OF SPRINGFIELD
OREGON**

**REQUEST FOR PROPOSALS
Department of Public Works**

**ENGINEERING SERVICES FOR SCOPING, DESIGN AND INSTALLATION OF
THE 58th STREET RELIEF
SANITARY SEWER LINE & BYPASS MANHOLE
Project P21046**

Sealed bids will be received by the Finance Dept., City of Springfield, 225 Fifth St. Springfield OR, 97477, and Attn: Jayne McMahan, Management Analyst, until 2:00 PM local time, the 28th of February 2011, and opened at 2:00 p.m. the same day, for professional engineering services scoping, design and installation for the 58th Street Relief Sanitary Sewer Line & Bypass Manhole project.

Proposal packets are available on the City's website at www.springfield-or.gov (*select the hyperlink Purchase/Contracts from the left hand menu on the home page to be linked to the posting*) or are available from the Public Works Department, 225 Fifth St. Springfield, OR. For additional information contact Jayne McMahan, Management Analyst by email: jmcmahan@springfield-or.gov.

The City of Springfield reserves the right to accept or reject any or all proposals or to waive any specifications or requirements, or to negotiate with any vendor submitting a proposal regarding any aspect of this Request for Proposals when doing so is deemed to be in the best interest of the City.



Robert J. Duey
Finance Director
City of Springfield, OR

Publication Schedule:

Daily Journal of Commerce: January 28, 2011
Daily Journal of Commerce: February 4, 2011
The Register Guard: January 28, 2011
The Register Guard: February 4, 2011

I. Project Overview

The City of Springfield Public Works Department, Springfield, Oregon, desires professional engineering services for the 58th Street Relief Sanitary Sewer Line & Bypass Manhole project. The sewer will be designed and installed along East Main and 58th Streets. The engineering services will include sewer route determination, for a 4,900-foot long, 20 to 10-foot deep, 15-inch relief sanitary sewer line and bypass manhole. The project may include replacement of an existing 1,000 feet of 8-inch diameter concrete sanitary sewer pipe including residential laterals.

II. Overall Project Description and Scope of Work

Engineering services are described in **Attachment A** and will include some or all of the following services. Perform preliminary surveys, investigations, pre-design analysis, soil investigation and cost estimates for two alternative routes. Meet with affected property owners and agencies. Identify needed permanent and/or temporary easements acquisitions. Assist the City in acquiring necessary easements and or right-of-ways. Identify required permits. Prepare and submit required permit applications and assist the City in acquiring the permits. Complete design, prepare bid packages, and assist in the bid process. Provide engineering services, construction staking, and daily inspections during construction of the project. Prepare measurements for payment of pay quantities. Provide survey of final construction and preparation of as-built drawings. Attest to the final constructed project.

The City of Springfield Wastewater Master Plan (Plan) dated June 2008 notes the proposed 58th Street Relief sanitary sewer line & bypass manhole. The Plan is available on the City's Website at: http://www.springfield-or.gov/Pubworks/Projects/Waste_Water_MP_Internet_Posting.pdf

Page 53 and Figure 5.5 (No. 9) in the Plan describe the probable parameters for the 58th Street Relief Sanitary Sewer Line & Bypass Manhole. The selected consultant's engineering analysis shall include the calculated elevation of the Flow Control Manhole weir. Refer to the Master Plan for further information.

Objectives

Provide a complete, functioning public Relief Sanitary Sewer Line and Bypass Manhole to serve as a relief sewer for the Thurston Trunk Sewer. The project may or may not include provisions for replacement of 1,000 feet of sanitary sewer and connections for certain properties along 58th Street. A vicinity map of the project area is included in this packet.

The sewer project shall include the evaluation of at least two alternate routes for the bypass sanitary sewer alignment. The evaluation shall consider project feasibility, project duration, and an economic analysis that includes all project costs. The project costs shall include the cost of construction, easement and/or right-of-way acquisition, surveying, permitting, operation, engineering, design, and construction administration including construction inspection.

One sewer route to be analyzed would generally follow the south side of Main Street, an ODOT highway, from 54th Street to 58th Street; then north on 58th Street to the Thurston Road Roundabout.

Schedule

The project must meet the following schedule at a minimum:

Deliverable	Date (No Later Than)
Initiate Services	March 21, 2011
Complete Location, Sizing Analysis and Comparative Cost Analysis and Present to City.	May 12, 2011
Complete Field Data Collection and Base Development	June 9, 2011
30% Design and Estimated Cost Review Meeting with City.	July 24, 2011
60% Design and Estimated Cost Review Meeting with City.	August 31, 2011
90% Design and Estimated Cost Review Meeting with City.	November 17, 2011
Complete Bid Documents to City.	January 6, 2012
Invitation to Bid Advertised	January 20, 2012
Pre-Bid Conference	January 27, 2012
Bid Opening	February 15, 2012
Notice to Proceed	June 11, 2012
Construction Complete	November 1, 2012

III. Proposals Submissions

Proposals shall be prepared in the Proposers format in a concise manner that affords easy evaluation of the proposal. Proposers are asked to submit any additional information about their firm that will assist the City in making a selection. Proposers shall address the following criteria in their proposals.

1. A statement that you will provide all aspects of the work as outlined in this Request for Proposals and that the work will be completed within the time scheduled in the draft Agreement.
2. A description of the firm’s experience of the type of work requested herein.
3. A description of key personnel to be involved in the project, including the project engineer, survey personnel and inspector. Describe their areas of expertise, and experience with projects of similar size and scope.
4. An estimate of staff hours and cost to complete each phase of the project, as described in the draft Agreement, including a breakdown of hourly costs for the principal participants involved, any overhead costs, and anticipated subcontract costs. The hourly costs for the principal participants involved shall not increase over the lifetime of the project. The direct expenses, mileage and subconsultant overhead charges shall not increase over the lifetime of this project. All computer/AutoCAD and other such equipment shall not be billed separately but shall be included in the hourly costs of the principal participants. All costs not included by reference shall be considered incidental to this proposal and not paid separately.
5. A description of your project approach.

6. A list of clients for whom similar projects have been completed by the firm. These references may be contacted by City regarding your performance of these projects.

IV. Project Information Conference

A **mandatory** project information meeting will be held on Wednesday, February 16, 2011, at City Hall in the Library Meeting Room at 2:00 p.m. Failure to attend will disqualify your proposal.

V. Evaluation and Selection Criteria

The City Engineer will make his selection based on the following factors. The criteria will be applied and weighted as described.

No.	Criteria	Percent
1.	Formal acknowledgment that all aspects of the work as outlined will be completed within the time schedule indicated in this RFP.	Mandatory*
2.	A description of the firm's experience of the type of work requested herein.	25%
3.	A description of key personnel to be involved in the project, including the project engineer, survey personnel and inspector. Describe their areas of expertise, and experience with projects of similar size and scope.	25%
4.	Estimate of staff hours and cost to complete each phase of the project, as described in the draft Agreement, including a breakdown of hourly costs for the principal participants involved, any overhead costs, anticipated subcontract costs, and a proposed " Not to exceed " total cost. Scoring will be based on reasonableness of the proposed hours and cost.	20%
5.	A description of your project approach	20%
6.	Past performance on professional services provided to public agencies. In lieu thereof proposer/bidder may demonstrate performance on projects similar in scope and size for non-public entities which proposer believes will provide experience for successfully working with City of Springfield on this project. To establish performance, submit a list of clients for whom similar projects have been completed by the firm. Two or more of these references will be contacted by the City regarding your performance of these projects.	10%

*Proposal will be rejected if not included

The City will consider the hourly rates provided by proposers during the initial selection process. During the final selection process, 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.

VI. Oral presentations

An oral interview with one or more of the firms submitting proposals may be requested after written proposals have been received by the City of Springfield if deemed necessary to clarify proposal or qualifications. The issuing office will schedule the time and place for this interview if determined to be necessary. Each proposer should be prepared to clarify and elaborate on the details set forth in their proposal.

VII. Contact Person

Prospective proposers may contact **Jayne McMahan** by email at jmcmahan@springfield-or.gov for further information regarding contractual questions for this Request for Proposals. All requests for interpretation or questions must be sent by email and must clearly include the subject line **“RFP: Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046”**. **Contact with other City officials may be grounds for disqualification.**

VIII. Schedule for Selection Process

Request for Proposal package available	January 28, 2011
RFP Advertised	January 28, 2011
Mandatory Project Information Conference	February 16, 2011, 2:00PM local time
Proposals Due by:	February 28, 2011, 2:00PM local time
Review & Interview (if applicable)	March 9, 2011
Intent to Award Notice (approximate)	March 11, 2011
Award (approximate)	March 21, 2011

IX. Instructions to Proposers

The Request for Proposals may be downloaded from the City of Springfield website at www.springfield-or.gov (select the **Purchase/Contracts hyperlink**) and then the **hyperlink titled: “RFP: Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046.”**

Minimum Mandatory requirements include the following:

1. One (1) original and six (6) copies of Proposal clearly marked **“RFP: Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046”**, and contained in a sealed envelope or box shall be received no later than February 28, 2011, at 2:00 PM local time at the following address:

City of Springfield
Finance Department
Attn: Jayne McMahan, Management Analyst
225 Fifth Street
Springfield, OR 97477

2. Each proposal must include a fully executed copy of Attachment 2, signed by the person legally authorized to bind the Proposing firm to said Proposal.

All proposals shall be valid through 60 days after the RFP closing date.

X. Late Proposals Not Considered

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

XI. Addenda to RFP

In the event that it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted on the City's website at <http://www.springfield-or.gov/RFP/PAGE.HTM> then select "**Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046**". City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. 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 RFP. 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 RFP, the decision of City shall be final and binding upon all parties.

XII. Contract

The successful proposer will be expected to enter into a contract with the City. (See Attachment 1 – Sample Contract)

XIII. Negotiation of Agreement

City reserves the right to negotiate a final contract that is in the best interest of City considering the evaluation and selection criteria, cost effectiveness, and quality control. Once the evaluation committee has made a tentative selection, Staff will attempt to

negotiate a contract with the preferred candidate. If the negotiations are not successful, staff will negotiate with other qualified consultants in the ranked order of their respective qualifications until an agreement is reached or staff decides to terminate the selection process. If contract negotiations are successful, the contract will be forwarded to the appropriate City authority for approval.

XIV. City Selection Discretion

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

XV. Proposal Ownership

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

After opening, all proposals become part of the public record and are available for public review 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 Duey, Finance Director
City of Springfield Finance Department
225 Fifth Street
Springfield, OR 97477

XVI. Exceptions to RFP

If, for any reason, a Proposer should desire an interpretation of a term or condition of this RFP, find fault with the structure of this RFP or with the evaluation process, concerns may be submitted in writing to:

jmcmahan@springfield-or.gov
Jayne McMahan
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3708
Fax: (541) 726-3782

Emailed questions must use the subject line “**Request for Interpretation – RFP: Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046**”. Such request shall be delivered at least five working days prior to the RFP closing date. City will make a reasonable effort to answer questions and, if warranted, to amend the RFP. Responses to questions and amendments to the RFP will be posted on the City of Springfield web page <http://www.springfield-or.gov/RFP/PAGE.HTM> then select “**RFP: Engineering Services for Scoping, Design, and Installation of the 58th Street Relief Sanitary Sewer Line & Bypass Manhole P21046**” no later than three business days prior to bid close. Proposers who are unable or unwilling to meet any of the requirements of this RFP should include, as part of their response, written exceptions to those requirements. If you wish to change a term or condition of this RFP see XVII below.

XVII. Comments and Protest Procedures

A prospective Proposer may deliver to Jayne McMahan, Management Analyst, via email jmcmahan@springfield-or.gov a written request for change to any of the specification listed in this Request for Proposals. Such request shall be delivered at least five working days prior to the RFP closing date. 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,
- 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 RFP closing date. To the extent possible, the City will notify other prospective Proposers of any changes or modifications to the Request for Proposals.

XVIII. Complaints

Any Proposer who has submitted a proposal to the City of Springfield and who is adversely affected by the City’s award of the Contract to another Proposer and who desires to protest said award shall submit within 7 days after issuance of the Notice of Intent to Award the Contract, a written protest of the award to the City of Springfield. Such right to protest shall conform to the requirements of OAR 137-047-0740 and specify the grounds upon which the protest is based.

Failure to file a protest as specified herein waives proposer’s right to protest or contest the award. An adversely affected Proposer must exhaust all avenues of administrative relief and review before seeking judicial review of the City’s Contract award. Concerns must be submitted to:

Robert Duey

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

XIX. Cost of Proposal

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

ATTACHMENT A

SCOPE OF ENGINEERING SERVICES

NOTE: All work shall be in accordance with the City of Springfield Engineering Design Standards and Procedures and Standard Construction Specifications.

1. Pre-design

Investigation, data collection, and pre-design shall be performed in sufficient detail to determine sewer routing, permitting and easement needs, and project cost estimating for each option. The consultant shall employ a geologist or geotechnical engineer to perform a soil exploration of the proposed sewer route. The explorations will be made by means of auger borings and test pits in order to determine the depth of bedrock, adverse ground such as muck, and groundwater conditions that would influence the design or construction. The results of the soil explorations shall be documented in a geotechnical engineering report prepared and stamped by a Geotechnical Engineer licensed in the State of Oregon. Rock excavation is defined in the City's Standard Specifications. When the soil exploration program is approved by the City, the selected consultant shall order and pay for testing/borings necessary for the project. Route location engineering will include investigations to determine the minimum sewer depths, the required permits, determination of bedrock and water table elevation, and cost estimates of alternate sewer routes to determine the most economically feasible route.

The consultant shall present the results of said tasks along with a sewer route recommendation to City staff. With the input of City staff, a sewer route selection report shall be prepared that includes a report of the background, investigations, data collection, pre-design tasks, cost estimates, and the selected sewer route with justifications for that selection. Five copies of the report shall be presented to the City. The consultant shall be prepared to present and/or assist the City Engineer with the project presentation to City Council. This may include graphics and presentation materials.

2. Field Data Collection/Presentation

Provide design topographic survey for the limits of the City project to include the following:

- Determine property and rights-of-way lines to ensure improvements are located within said lines and, when easement or right of way acquisition is involved, in sufficient detail to write legal description for acquisitions.
- Coordinate with the City for preliminary survey information.
- Establish on-site vertical control based on City approved datum. Base benchmark datum shall be noted on the final drawings. Establish temporary bench marks every 500 feet for future location and construction work. Temporary benchmark materials to be approved by the City.
- Field locate all public utilities as marked on the ground and from visible components, including those located in the abutting street right-of-ways. Rim and invert elevations shall be shown on all storm and sanitary manholes, curb inlets, utility vaults and catch basins.

- Location, size, depth and operating pressure of water and gas mains, steam and other facilities as available from the operating authority.
- Surface spot elevations to the nearest 0.1 foot will be taken at 50 foot intervals along the length of the proposed sewer.
- Locate all trees size 2" and larger in diameter having a tree canopy within 30 feet of the proposed construction and label the common name on the drawing.
- Locate all other above ground permanent man-made features (buildings, signs, posts, poles, landscaped areas, etc) within 15 feet on either side of the right-of-way or easement.
- The City will supply to the selected consultant mapping as needed for the project such as 2008 digitized aerial maps and as built construction drawings. The engineering shall comply with the City of Springfield's recently adopted Engineering Design Standards and Procedures Manual. It is located on the City's website at <http://www.springfield-or.gov/Pubworks/specs/specs.htm> and available in hard copy.
- Drawing shall be prepared using City approved software at a scale of 1 inch=20 feet.
- Drawings shall be provided in electronic format as well as with signed and sealed vellum and paper copies – one each. Electronic format development shall be coordinated with the City and in conformance with the Engineering Design Standards and Procedures Manual located on the City's website at <http://www.springfield-or.gov/Pubworks/Design/start.htm>.

3. Design

Upon selection of the sewer route, the Consultant shall prepare a detailed cost estimate including permit requirements such as those required by ODOT, etc. The City will assist in determining pipeline grades to meet the requirements of the Master Planning of sewers in the area. The Consultant shall meet with all affected utilities in the area.

After City approval of the pipeline sizing, route, and requirements above, construction drawings and bid packages, easement appraisals and acquisitions shall begin, and applications for permits shall occur. The Consultant shall prepare 30%, 60% and 90% completed construction contract drawings and specifications and cost estimates and hold 30%, 60% and 90% design meetings with the City. The Consultant shall apply for and obtain permitting such as those required by ODOT and Lane County, etc. The City will assist in determining pipeline grades to meet the requirements of the Master Planning of sewers in the area. The Consultant shall determine sewer hookup locations. When the design is determined to be 100% completed by the City including full compliance with permit conditions, if any, a final cost estimate shall be prepared and presented to the City.

The Consultant shall participate in the public process associated with the project. The Consultant shall be prepared to provide plan view designs for the public review early in the design process. The Consultant shall anticipate staking an alternative route of the sewer in the field to represent to the property owners the location of the construction. The consultant shall anticipate attending two meetings with the general public regarding the sewer design to receive public testimony. Several meetings with the individual property owners shall be anticipated to properly coordinate the easement needs with the affected property owner.

If the City elects to delay, terminate or otherwise stop the Consultant's services contract, the Consultant shall deliver to the City all records pertaining to the project. They shall be attested to by the Consultant and submitted in detail to the City. Such records shall include, but not be

limited to the following: 1) construction drawing transparencies, from which clearly legible prints can be produced, 2) electronic construction drawings on disc in AutoCAD format consistent with the City's Design Manual requirements, and other documents related to the project.

4. Easement Acquisition

The Consultant shall employ a real estate specialist satisfactory to City Engineering staff to acquire sewer easements in locations outside of existing rights of way. The tasks of the Consultant and real estate specialist are listed below.

- Work with City Engineering staff regarding communications and interactions with City residents or property owners.
- Coordinate with City Survey staff regarding preparation of easement documents.
- Prepare maps and legal descriptions as necessary for easement acquisition. The legal description shall be placed on a City supplied standard easement form, and a map will be included in the easement document.
- A certified and City approved property appraiser will be employed to establish the value of the proposed acquisition area.
- Coordinate said easement acquisition with a title company, order and review title reports, and setup closing at the title company.
- Make the compensation offer (with prior City approval) for the easement to the property owner and report and coordinate same with the City.
- Record acquired easements and present executed documents to the City.

5. Permit Applications

The selected consultant shall prepare applications and apply for project permits. As a minimum, permits will be required by ODOT, and all other permits that might be required.

6. Bid Documents

The Consultant shall prepare bid packages and contractual documents suitable for bidding (including but not limited to drawings, special provisions, and bid proposals) of the project. The Consultant shall submit to the City reproducible construction plans and the master copy of the project bid book. All of the above shall be in accordance with applicable State laws, City codes, City of Springfield Engineering Design Standards and Procedures, and the City of Springfield Standard Construction Specifications, 1994 Edition as amended, and as modified by contractual special conditions.

The Consultant shall assist in the bid process and provide engineering services. The bid documents shall be prepared in the City's bidding format. The City will supply the Consultant with standard bid document forms. The Consultant shall complete and submit to the City 20 sets of project drawings and specifications, one electronic set of the project drawings and specifications in PDF format for bidding purposes, send letters notifying utility companies and affected parties of the pre-bid meeting, attend and record pre-bid meeting. The Consultant shall be available to answer project questions presented by bidders during the bidding for the

project. The City will advertise for bids in the Register Guard and DJC, hold a bid opening, check bids and bid bonds, award and process the contract, and send the Notice to Proceed to the Contractor.

7. Construction Administration

The Consultant shall be responsible for the design of the project. The Consultant is also responsible for the Project oversight working at the direction of the City Project Manager to assure the successful construction and completion of the project. The Consultant shall provide general engineering review of the work to assure conformance with the design. He/she shall perform construction staking, inspections during construction of the project, measurements for payment of pay quantities, survey of final construction, preparation of as built drawings, and attest to the final constructed project. This shall include the following:

- 1) Coordinating with property owners, contractors, subcontractors, utility companies, ODOT, LTD, School District, USPS, and consulting engineering firms during preconstruction, construction and final project documentation; hold and record a pre-construction meeting with utility companies, contractor, and affected agencies;
- 2) Promptly informing City Project Manager when issues develop with parties listed in 1) above;
- 3) Filming a pre-construction video of the construction site, monitoring and inspecting the construction and contractor's schedule, temporary and permanent traffic control, and legal documents;
- 4) Provide daily routine and timely construction inspections;
- 5) Ordering and directing construction material testing and reviewing testing results for conformance with the project;
- 6) Maintaining daily and weekly inspection reports of construction activities;
- 7) Conduct and record weekly construction meetings with City and Contractor;
- 8) Assuring construction pay quantities are measured and documented prior to backfill or burying;
- 9) Determining construction progress payments;
- 10) Prepare and administer change of work orders. All construction contract change orders shall be approved by the City Engineer and signed by both the City Engineer and the Consultant;
- 11) When construction is complete and before final payment, the Consultant shall remeasure the unit quantities contained in the contract and calculate a final payment amount.

8. Post Construction

Upon completion of the project, all records pertaining to the project shall be attested to by the Consultant and submitted in detail to the City Engineer. Such records shall include, but not be limited to the following: 1) As-built transparencies, from which clearly legible prints can be produced, 2) As-built drawings on disc compatible with the City's electronic system in an AutoCAD format, 3) Laboratory and field test reports certified by the Consultant, and 4) Inspection diaries and other documents related to the project. Project records shall be presented in a neat, logical, and orderly manner and shall include an index in both hard copy and in a searchable electronic format acceptable to the City. The as built drawings in hard copy and electronic files shall conform to the requirements in the City's Design Manual and submitted to the City. The Manual can be found on the following website at <http://www.springfield-or.gov/Pubworks/Design/start.htm>.

The Consultant shall supply other services related to the project as requested by the City Engineer. Services such as redesign after final design, or other services that would not be anticipated as part of the work scope as described above or in the proposal shall be eligible for payment beyond and outside of the not to exceed limit as approved by the City Engineer.

AMOUNT AND METHOD OF PAYMENT

1. The City shall compensate the Consultant for testing, design and construction management engineering and inspection services, as outlined in Sub-sections 1 through 8 above and in their proposal dated _____, in the amount not to exceed \$_____.
2. The compensation for engineering services shall be payable for billed services performed on a monthly basis, in accordance with the agreed fee schedule. To request a progress payment, a certified billing for the Consultant shall be submitted to the City Engineer ten (10) days prior to the first Monday of the month following the billing period. In case of termination, the Consultant shall be paid for the actual acceptable work performed to date in accordance with the agreed fee schedule.
3. Total compensation to the Consultant, listed in Sub-section 1 above, shall be full compensation for all services necessary to fulfill the Consultant's obligations, including, but not limited to, sub-contractors, the expense of printing, equipment, material, personnel, telephone, travel and per diem.

In addition to the foregoing being performed, the following additional services will be provided upon prior written authorization of the City.

- A. Redesigns ordered by the City after final plans have been accepted by the City.
- B. Appearance before courts or boards on matters of litigation or hearings related to the project.
- C. Other services as requested by the City.

4. The City shall compensate the Consultant for testing, design and construction management engineering and inspection services, as outlined in 1 through 3 above and in their proposal dated _____, in the amount not to exceed \$_____.
5. The compensation for consultant services shall be payable for billed services performed on a monthly basis, in accordance with the agreed fee schedule. To request a progress payment, a certified billing for the Consultant shall be submitted to the City Engineer ten (10) days prior to the first Monday of the month following the billing period. In case of termination, the Consultant shall be paid for the actual acceptable work performed to date in accordance with the agreed fee schedule.
6. Total compensation to the Consultant, listed in Sub-section 1 above, shall be full compensation for all services necessary to fulfill the Consultant's obligations, including, but not limited to, sub-consultants, the expense of printing, equipment, material, personnel, telephone, travel and per diem.

In addition to the foregoing being performed, the following additional services will be provided upon prior written authorization of the City, other services as requested by the City.

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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
10. **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.
11. **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
12. **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 13 below shall not negate Independent Contractor's obligations in this paragraph.

13. Insurance.

- 13.1. 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 \$1,000,000 per occurrence and \$2,000,000 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.
- 13.2. 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.
- 13.3. Asbestos Abatement.** (Only applicable to Asbestos Contracts) 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.
- 13.4. 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.
- 13.5. Evidence of Coverage.** Evidence of the required coverages issued by a company satisfactory to the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. It is the Independent Contractor's obligation to provide the 30 days notice if not done so by the Independent Contractor's insurance company(s). Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.
- 13.6. 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 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)**

13.7 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.

13.8 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.

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

13.10 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.

14. 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.

15. 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.

16. GIS Information (When applicable).

16.1 GIS Data Provided to Consultants. The City shall provide GIS information needed for the project upon request by the consultant. Response time by the City will vary depending upon workload and data availability. Some GIS information not under City purview may need to be requested of other agencies. In such cases the City will assist by either providing contacts at other agencies or acquiring the data on behalf of the consultant. All data requests need to be properly documented in digital data request forms. For specificity regarding electronic data requests please contact Technical Services Division at (541) 736-7139. It remains the consultants responsibility to communicate all project related requests with the City assigned project manager.

16.2 GIS Data Provided by Consultants. Electronic files of all products including but not limited to word documents, databases, spreadsheets, spatial datasets, imagery and presentation material shall be submitted to the City. These files shall be compatible with City software such as Microsoft Office, ArcGIS and AutoCAD, and submitted in compliance with relevant electronic submittal standards as determined by the City. GIS or CAD data submitted to the City shall be geo-referenced to the City's datum. For exceptions and/or specificity regarding electronic data submittal please contact Technical Services Division at (541) 726-4645. It remains the consultants responsibility to communicate all project related requests with the City assigned project manager.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 29. 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.
- 30. 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.
- 31. 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, and as follows:

A person is customarily engaged in an independently established business if any three of the following 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.
3. 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.
4. 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.
5. 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 2

Authorization to Legally Bind Proposer

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

(Signature of person authorized to bind Proposer)

Dated

Print Name of Person Signing as authorized to bind Proposer

Firm Name

Phone

Address

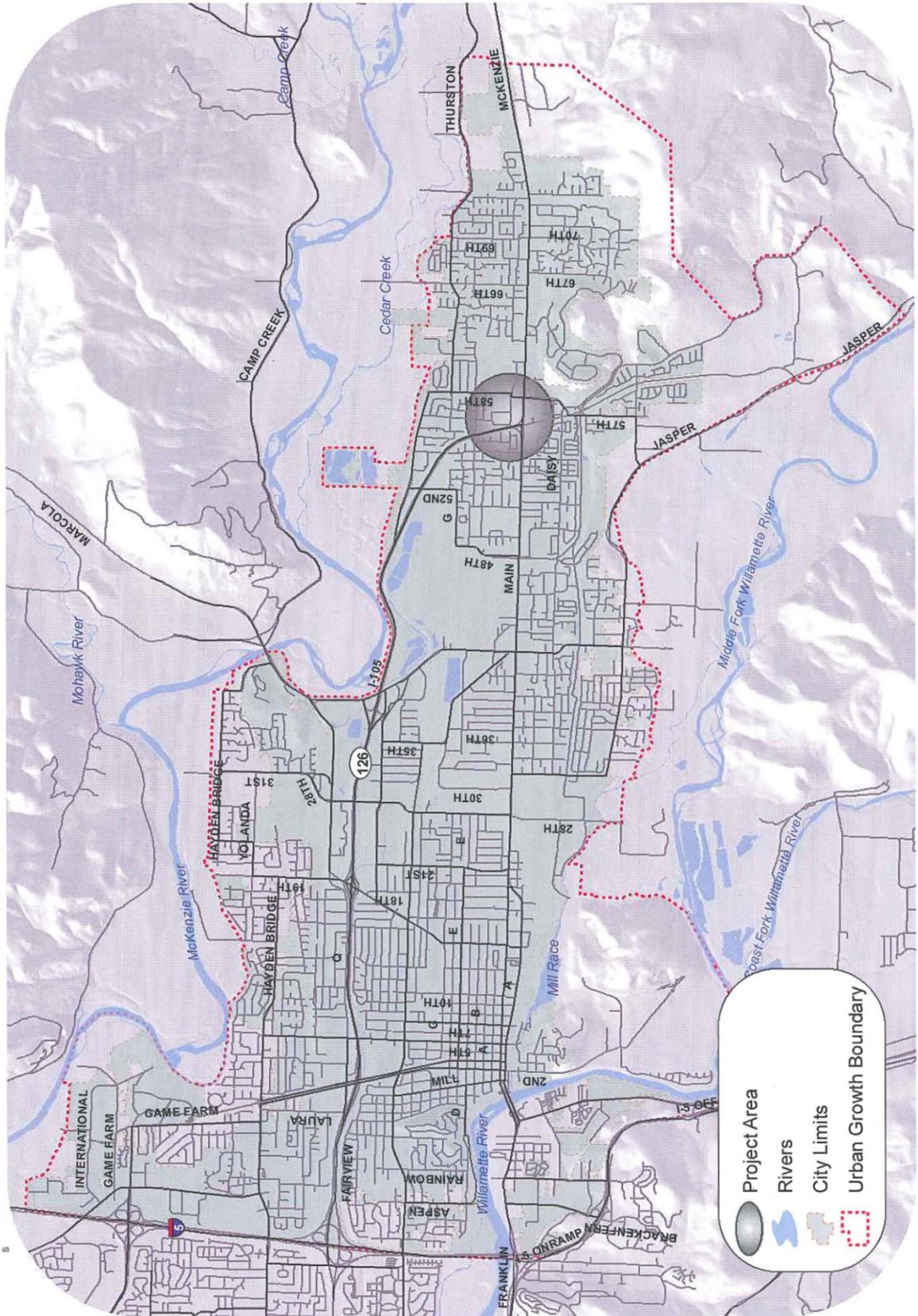
Fax

City, State, Zip

email address

ATTACHMENT 3

City of Springfield, 58th Street Bypass Project- P21046



ATTACHMENT 3

City of Springfield 58th Street Sanitary Sewer By Pass P21046

