

Request for Proposal
City Center SkatePark Design Build

Solicitation No. 2009200087

Due Date and Time:
Tuesday, May 12th, 2009
2:30 PM

CITY OF EUGENE



Central Services

Finance Division/Purchasing
100 West 10th Avenue, Suite 400
Eugene, Oregon 97401
Telephone: (541) 682-5055
Fax: (541) 682-6233

I. INVITATION TO SUBMIT PROPOSALS

CITY OF EUGENE
INVITATION TO SUBMIT PROPOSALS
2009200087

Notice to Offerors

Sealed proposals for the **City Center SkatePark Design Build** for the City of Eugene will be accepted by the Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 until **2:30 PM, Tuesday, May 12th, 2009**. Proposals will be opened immediately thereafter and a record of proposals received will be made. Proposals will not be accepted after the proposal closing time and date. Proposals shall be valid for 90 days after opening unless otherwise specified in the specifications. This Invitation to Submit Proposals does not commit the City to pay any costs incurred by any offeror in the submission of a proposal.

Project Description

In general, the purpose of this project is to construct a regional scale destination skatepark under the I-105 Bridge in Washington Jefferson Park in Eugene, Oregon. The proposed skatepark area is approximately 18,000 square feet and will replace an existing playground.

Solicitation Documents

Solicitation documents may be examined at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 or electronically on the eBid system at <https://customer.ionwave.net/eugene-or>

Offerors must submit one original proposal directly to the City's Purchasing Office at 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 before the due date and time specified in the request for proposal.

Prevailing Wage

This solicitation is for a public works project which is subject to ORS 279C.800 to 279C.870. Offerors shall reference the most current rates and all pertinent amendments as published by BOLI available at: http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

Asbestos Abatement

Asbestos work is not anticipated. If asbestos conditions are discovered, Contractor shall immediately notify City of Eugene. If work is required, Contractor shall comply with ORS 279C.525.

Employee Drug Testing Program

Pursuant to ORS 279C.505(2), all contractors and subcontractors working on public improvement contracts shall demonstrate that an employee drug testing program is in place. Certificate of Bidder/Contractor of Employee Drug Testing Policy shall be submitted with the bid.

Public Works Bond

A contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. Before starting work on a contract for a public works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.

Proposal Security

A security deposit in the amount of \$5,000 is required. Proposal security must be submitted prior to the closing date and time. Surety bonds, cashier's checks, certified checks, or irrevocable direct-pay letters are acceptable. The proposal security shall be forfeited if Offeror fails to execute the contract promptly and properly if awarded (Eugene Code 2.1440).

Dated: April 27th, 2009

Jamie Frost, CPPB
Purchasing Analyst
City of Eugene
(541) 682-6820

II. INSTRUCTIONS TO OFFERORS

1.0 PROPOSAL FORM

- 1.1. Proposals shall be submitted on forms identical to the form provided by the City. The offeror shall make no alterations or additional stipulations on the proposal form nor qualify the proposal in any other manner. Alteration of any part of the proposal form content will cause the proposal to be considered non-responsive.
- 1.2. All blanks on the proposal form shall be filled in electronically, by typewriter or manually, in ink. Mistakes must be crossed out and corrections typed or written in ink and initialed by the party signing the proposal. No erasures are permitted. The omission of any required information or forms may invalidate a proposal.
- 1.3 Complete sets of request for proposal documents shall be used in preparing proposals. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of request for proposal documents.

2.0 SUBMISSION

- 2.1 Deliver proposals to the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 prior to the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Proposals must be in sealed envelopes and marked with the following information:
 - RFP Number**
 - RFP Title**
 - Due Day, Date & Time**
 - Company Name**
- 2.2 Offeror is responsible for submitting their proposal prior to the closing date and time. Late proposals will not be accepted. Proposals received after the scheduled closing time for filing will be returned to the offeror unopened.
- 2.3 Oral, telephonic, telegraphic, or faxed proposals are invalid and will not be considered.

3.0 PROPOSAL MODIFICATIONS

- 3.1 Any questions, clarifications, modifications, substitutions or protests of the specifications or contract shall be delivered to the buyer, on the form titled "SOLICITATION QUESTION, CLARIFICATION, MODIFICATION, SUBSTITUTION & PROTEST FORM" attached to this solicitation as Section XI, no less than seven (7) calendar days PRIOR to the solicitation closing, and submitted separately from the solicitation response. Contents of questions, clarification, modification, substitution or protest should include a reference to the page or item being addressed, the reason and any proposed alterations. Questions, clarifications, modifications, substitutions or protests included with the response to the solicitation may cause it to be considered non-responsive.
- 3.2 Whenever a process is designated or a manufacturer's name, brand, or item is designated or described, it shall be understood that the words, "or equal" follow such name, designation, or description, whether in fact they do so or not, unless no substitution is stated in the specifications. Submit to the buyer no later than seven (7)

calendar days prior to the proposal closing intent to offer an approved equal. Include detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications.

- 3.3 Approval of alternate materials and equipment shall rest solely with the City and all offerors shall be notified of such approval by addenda prior to the request for proposal opening.
- 3.4 Any written addendum issued which includes changes, corrections, additions, interpretations, or information, and issued more than five (5) days before the scheduled closing time for filing proposals, shall be binding upon the offeror.
- 3.5 Proposals may be modified by written notification on company letterhead signed by an authorized person, stating that the new document supersedes or modifies the prior proposal.
- 3.6 Proposals may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for closing.

4.0 CONSIDERATION OF PROPOSALS

- 4.1 Proposals will be opened publicly at the City of Eugene Purchasing Office, 100 West 10th Avenue, Suite 400, Eugene, Oregon 97401 at the due date and time indicated in the Invitation to Submit Proposals or any extension thereof made by addendum. Offerors and other interested parties are invited to be present at the opening; however, the identity of the successful offeror will not be determined at the opening time.
- 4.2 The City shall have the right to reject any proposal that attempts to change any contract term or condition, or that does not evidence the offeror's intent to abide by the specifications, or that does not otherwise comply with all requirements set forth in the request for proposal documents or in the Oregon Public Contracting Code.
- 4.3 The City may, in its discretion, reject any or all proposals and/or cancel or delay or suspend the request for proposal or award at any time prior to execution of the contract upon the City's determination that it is in the public interest to do so.
- 4.4 It is the intent of the City to award a contract based on evaluation factors contained in the proposal, provided the proposal has been submitted in accordance with the requirements of the request for proposal documents, and does not exceed the funds available.
- 4.5 Unless otherwise provided in the request for proposal documents, the City shall provide written notice by regular mail or facsimile of the City's intent to award the contract. The notice of intent to award shall not be final until the later of the following:
 - a. Seven (7) calendar days after the date of the notice, unless a longer period to file a protest of award is provided in the request for proposal documents.
 - b. Until the Purchasing Manager provides a written response to all timely filed protest, if any, that denies the protest and affirms the award; or until any appeal of the Purchasing Manager's decision regarding a protest has been reviewed by the City Manager.

Offerors may protest the notice of intent to award the contract in accordance with City of Eugene Administrative Order 1415, Public Contracting Regulations, Section 13.2.

5.0 PUBLIC RECORDS

- 5.1 This request for proposal and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Eugene Purchasing Office and made a part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered trade secret under ORS 192.501(2), each sheet of such information must be marked with the following;

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

- 5.2 The above restrictions may not include cost or price information which must be open to public inspection.

6.0 PUBLIC WORKS ADDITIONAL INSTRUCTIONS

- 6.1 All requested alternates shall be bid. If no change in the base bid amount is required, enter "No Change."
- 6.2 Where two or more bids for designated portions of the work have been requested, the Offeror may, without forfeiture of his/her proposal security, state his/her refusal to accept an award of less than the combination of the bids stipulated by the bidder.
- 6.3 The City will check the Construction Contractors Board (CCB) list of bidders not qualified for Public Improvement contracts to verify that the selected contractor is eligible for public improvement contracts. The selected contractor will also be evaluated to determine if they meet standards of responsibility. A responsibility determination form required by the Construction Contractors Board will be completed by the City and submitted to the CCB within 30 days of award of the contract.
- 6.4 The price offered must be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished upon request. Packing and transportation expenses are the responsibility of the offeror. All prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, delivered and unloaded at delivery address listed.
- 6.5 Include complete standard warranty information and factory specifications on equipment offered. For the warranty, include the length of time, covered components, repair site (city or contractor site) and availability of parts and service not covered under the warranty. If an extended warranty is available, include the details of the extended warranty.

7.0 PUBLIC WORKS REQUIRED SUBMITTALS

- 7.1 Proposal security in the amount of \$5,000.00 is required. Proposal security must be submitted before the proposal opening date and time. Proposal security may be submitted in the form of a surety bond, a cashier's check, a certified check, or irrevocable, direct-pay letter of credit. By submitting proposal security the Offeror pledges that the Offeror will enter into a contract with the City on the terms stated in the RFP, will furnish any performance and payment bonds, and will provide any required proof of insurance. Should the Offeror refuse to enter such contract or fail to furnish such bonds and insurance, the amount of the security shall be forfeited to the City as liquidated damages, not as penalty.
- 7.2 Drug Testing Certificate (Section VIII). Offeror is required to submit a completed Drug Testing Certificate with their proposal. The Offeror must state that they have and will maintain during the performance of the contract, an employee drug testing program.
- 7.3 First Tier Subcontractor Disclosure (Section IX). For a public works project estimated to have a contract price greater than \$100,000, the Offeror is required to submit a completed First Tier Subcontractor Disclosure form **within two (2) working hours after the advertised bid closing date and time**. The City will accept the First Tier Subcontractor Disclosure form submitted with a proposal prior to the due date and time, or delivered to the Purchasing Office within two (2) working hours after the RFP closing time and date.
- 7.4 Performance and Payment Bond. The successful Offeror, prior to the execution of the contract, shall furnish bonds covering the faithful performance of Phase 1 and Phase 2 of the contract and the payment of obligations. The bonds shall be in an amount equal to one hundred (100) percent of the contract sum for Phase 1 and Phase 2. The Offeror shall deliver the required bonds to the City no later than ten (10) days after receiving the award. The bonds shall be effective no later than the effective date of the contract.

Bonds for Phase 3 of the project shall be furnished prior to execution of the final scope of construction for the skatepark but shall not be required prior to completion of Phase 2 of the contract. Performance and payment bonds shall be in the amount of the contract sum negotiated in the amended contract given that the Design-Builder and the City reach agreement on a Guaranteed Maximum Price.
- 7.5 Public Works Bond. A contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. Before starting work on a contract for a public works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.
- 7.6 Certificates of Insurance. The successful Offeror shall, prior to the execution of the contract, furnish certificates of insurance covering the required insurance specified in the specifications and contract. Certificates of Insurance shall be delivered to the City contact identified in the notices section of the contract.

8.0 SAMPLE PUBLIC WORKS IMPROVEMENT CONTRACT

Offerors shall review the terms and conditions stipulated in the attached Sample Contract (see Section VII of this RFP) and request any changes in accordance with Section II, Item 3.

III. PROJECT SCHEDULE

The following is the anticipated schedule for submission and review of proposals, negotiations and certain post-contract activities. The anticipated schedule is subject to change by the City as required to suit the needs of the overall project. **Any change to the submittal deadline will be done by an addendum to the RFP.**

ACTIVITY	DATE
▪ Request for Proposals issued	April 27, 2009
▪ Deadline for protests and requests for changes	May 5, 2009
▪ Deadline for issuing addenda for RFP	May 7, 2009
▪ RFP CLOSING & Public Opening of Proposals <i>Submit proposals not later than 2:30 PM *</i>	Tuesday, May 12, 2009
▪ Notification of Short List Finalists	May 26, 2009
▪ Short List Offeror Evaluation & Negotiations	Weeks of June 8 & 15, 2009
▪ Notice of Intent to Award**	June 19, 2009
▪ Public Meetings	July, August 2010
▪ Pre Construction Meeting	January 25, 2010
▪ Construction Begins	February 15, 2010
▪ Portion of Project Completed (see Section IV. Project Requirements for details)	October 15, 2010

*If the City receives a request for change or protest from an Offeror in accordance with the instructions in this RFP, the City may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective upon execution by the City.

**Notice of intent to award will only be given to Offerors who are Short List Finalists and shall be made after completion of the short list proposal evaluation process.

IV. PROJECT REQUIREMENTS

The City of Eugene (City) is interested in obtaining the services of a professional design-build team (Design-Builder) to design and construct an approximately 18,000 square foot public concrete recreational skate park facility located within Washington Jefferson Park.

The project site is a portion of Washington Jefferson Park and within the park there are additional construction projects outside of this contract, including construction of a new playground and removal and replacement of the existing restroom. The successful Contractor will work closely and in coordination with separate contractors retained by the City to do this separate construction work around the new skatepark.

Qualified contractors shall have a minimum of five years experience constructing skateparks and shall have completed a minimum of five skateparks 7,500 square feet or greater in size. Proof of this level of experience shall be included in the Standard Proposal Form.

Development is anticipated to include limited grading, drainage and construction of an integrated mixture of bowls, street course features, and to incorporate features for a variety of abilities and styles of skating. Construction of the entire project with all components may be phased over time as funding is available; as such the project is to be treated as a "whole", rather than separate pieces. In addition, City has an interest in incorporation of public and/or skateable artwork. The successful contractor must be able to work with artists and the Project Steering Committee to discuss the feasibility and constructability of such project components. An initial phase, which is as-yet to be determined, must be constructed and available for public use no later than October 15th, 2010.

The City has provided an electronic topographical survey of the project site in AutoCAD format and some photos of the site (see "Attachments" below). Any additional information required by the Offeror shall be their responsibility.

The design shall also include and accommodate design requirements from the Oregon Department of Transportation (ODOT) that ensures their ability to maintain the overhead bridge safely and without damage to the skatepark or other park area facilities. ODOT will require flat areas along the edges of the project as well as inside the project footprint.

A minimum of three and maximum of five public meetings to gather public input on the skatepark design will be required. The successful Contractor shall conduct the meetings and incorporate public feedback to the greatest extent practicable. Contractor shall provide three preliminary design proposals for public consideration and design the public process to vet the ideas therein, refine the design as necessary, and produce a final concept level design. Final approval of the design shall be made by the project Steering Committee. Contractor will work closely with City of Eugene Parks and Open Space Planning staff as well as the Project Steering Committee in designing the meeting agendas, vetting the public meeting goals and evaluating and approving the final design.

All construction shall meet Oregon Standard Specifications for Construction as amended by the City of Eugene (amended OSSC), amendments accessed at <http://www.eugene-or.gov/portal/server.pt?open=512&objID=209&PageID=512&cached=true&mode=2&userID=2>. All concrete shall meet amended OSSC Section 00755.

Five (5) sets of plans shall be submitted to the City at preliminary design, draft final design, and final as-contracted plans. Cost estimates for construction shall be provided at preliminary design and draft final design.

The project will be constructed in a timely and cost effective manner. The Design-Builder shall work diligently through the design and documentation process to ensure that the design attains the City's goals while staying within the City's budget. The Design-Builder shall formulate concept drawings, construction drawings, details and specifications; detailed cost estimates; options for cost savings; best construction practices; project schedules; and methods to evaluate and utilize existing materials and keep the City informed as to all such drawings, specifications, estimates, savings, practices, schedules and methods. The Design-Builder should have the experience and ability to construct the project quickly, economically, and help insure that the most economical design is selected while minimizing the possibility of costly and time consuming disputes.

PHASES OF WORK

1. Phase 1: Conceptual Design Services. Design-Builder will conduct community input meetings (a minimum of three and maximum of five), incorporate public feedback, vet design with project steering committee, and provide a final concept design. Design-Builder shall also be responsible for preparing the base design and cost estimate for constructing the design as proposed. Design-Builder shall work with City and project Steering Committee through Concept Design Phase to incorporate phasing considerations.

Phase 1 Deliverables:

- Three preliminary level design plans
- Final concept level design plan
- 3-D design modeling for preliminary and final concept plans
- Phasing plan as appropriate
- Construction cost estimate

2. Phase 2: Project Design Development, Construction Document and Specification Preparation Services

Design-Builder shall prepare final construction drawings and specifications, which shall include engineering, materials specifications and final costing. Construction documents shall be prepared in close coordination with City design staff preparing documents for other work on the site.

Design-Builder shall prepare a detailed construction cost estimate and schedule for construction of the improvements identified in the base design. Drawings and specifications shall be submitted to City of Eugene Staff for coordination with other project components. City of Eugene Staff will submit all construction documents to the City Building Department for review and approval. All permit related fees will be paid for by the City of Eugene. Any permit review related redlined drawings and specifications shall be corrected by Design-Builder in coordination with City design staff as necessary.

After City has approved a design, Design-Builder shall prepare a Guaranteed Maximum Price (GMP) for construction, and prequalification applications on all subcontractors (if not already pre-qualified with City). Guaranteed maximum price will be requested for the as-yet to be determined project scope of work. This scope may include donated materials, volunteer projects, and coordination of work with other on-site contractors.

Phase 2 Deliverables:

- SkatePark construction documents
- Construction specifications
- Construction schedule
- Guaranteed Maximum Price

3. Phase 3: Construction Services

If all the deliverables of Phases 1 and 2 are completed and meet stated specifications and the Guaranteed Maximum Price is accepted by City then City will issue a contract amendment to the contract. Upon completion of Phase 2, the City may choose to advertise for construction of the project in accordance with City's standard bidding procedures instead of accepting the Guaranteed Maximum Price. Design-Builder shall not be prohibited from participating in the invitation to bid. Design-Builder shall not have or claim any ownership, copyright, or other right to any design, plan, specification, recommendation or other document produced or prepared by Design-Builder. The City shall take ownership of work product upon final acceptance of each phase. If the GMP is accepted by the City, Design-Builder shall furnish all of the labor, materials, equipment, and services necessary for the proper construction of the project. The City reserves the right to solicit bids upon completion of Phase 2 and upon completion of the solicitation, accept Design-Builder's Guaranteed Maximum Price if it is in the best interest of the City to do so. The contract awarded to the Design-Builder shall remain active during all phases of the project.

ATTACHMENTS

The following is a list of attachments incorporated into this Request for Proposal, provided by the City for informational purposes.

Attachment 1: Site Layout – This attachment includes the proposed site layout as well as the scope of additional work to be performed outside of this contract. This attachment is meant to be printed on 11" x 17" paper. If an offeror requires a hard copy of this document and is unable to accommodate 11" x 17" print jobs, please contact the City's Purchasing Office to receive a mailed copy.

Attachment 2: Existing Conditions and Topography. This attachment is meant to be printed on 11" x 17" paper. If an offeror requires a hard copy of this document and is unable to accommodate 11" x 17" print jobs, please contact the City's Purchasing Office to receive a mailed copy.

Attachment 3: Photographs of Current Conditions – Photos of existing playground/restroom/park entry.

Attachment 4: Washington Jefferson Park Vicinity Map

V. PROPOSAL SUBMITTAL REQUIREMENTS

Your proposal needs to be submitted in accordance with the submission requirements listed in Section II, Instructions to Offerors, Item 2.0 Submission. Your proposal must contain all of the information requested in the submittal category below. A completeness check will be conducted for each proposal. A complete submittal will make the Offeror a 'Responsive Offeror' to be further evaluated for possible inclusion on the Short List as described below.

Minimum Requirements

To be considered for evaluation, Offeror shall have a minimum of five years experience constructing skateparks and shall have completed a minimum of five skateparks 7,500 square feet or greater in size.

Submittals and Evaluation Criteria

Evaluation of the written response portion to the RFP will be based on a point system. The possible point values are listed by each evaluation category. A committee will review the responses and assign points for each category. Please see the following SECTION VI. PROPOSAL EVALUATION PROCEDURES for a summary of the complete evaluation process.

The written responses will be used to determine the Short List of Offerors for further evaluation. Items will be scored up to the maximum point value indicated in parentheses.

Required Submittals

- Completed and signed Standard Proposal Form (see Section X of this RFP). NOTE: A portion of this form shall be scored according to the evaluation criteria below for Item 4. COST/BUDGETING;
- Certificate of Contractor Employee Drug Testing Program (see Section VIII of this RFP);
- First-Tier Subcontractor Disclosure Form (see Section IX of this RFP);
- Proposal Security (see Section II, Item 7.1 of this RFP).
- Offeror's proposal, which shall address the following scored components:

1. CONCEPT/VISION: (30 points)

- a. What is your vision and definition of a signature destination skatepark for Eugene, Oregon? Please describe in writing. (10 points)
- b. The City of Eugene and its community partners for the City Center SkatePark are committed to implementing best practices for sustainable or "green" design and construction methods. Please describe the methods you would use to minimize the "project footprint" for all project phases (including design) and, if applicable, how they may save the project money in the short and long term. (10 points)
- c. There is a desire and potential for the City Center SkatePark to include structural aesthetics and/or skateable artwork. Please provide examples of ways that your firm may have incorporated such aesthetics and artwork in the past. Include the level of short and long term success achieved with the installation and relative durability in a skateboarding environment. (10 points)

2. FACILITATION/PUBLIC INVOLVEMENT (20 points)

- a. Broad level community engagement is critical to the success of the project design. Please define the most successful way to engage community members and park users in the design discussion and your experience leading a public involvement process for a

skatepark design.

- b. Please discuss your experience dealing with community members' conflicting ideas and ideals about a skatepark design. How do you address these differing viewpoints?

3. EXPERIENCE: (30 points)

- a. Describe your experience and background in providing Public Improvement design and construction services for large scale (15,000 s.f. or greater) SkatePark projects. Please include the number of projects of similar size and scope that the firm has designed and constructed and provide three specific examples.
- b. The Eugene City Center Skatepark will be the first skatepark constructed under a state highway in the state of Oregon. As such, the project must be developed in close partnership and coordination with the Oregon Department of Transportation and the City of Eugene. Please describe your past working relationships with partnering government agencies and your construction experience within this context.
- c. Identify each team element by business and individual names for each of the following tasks: Primary Designer, Oregon Licensed Professional if applicable, excavation contractor, supervisor, and concrete finisher. Please provide a resume for each member of the project professional team.
- d. Please describe your experience designing for a large variety of abilities and uses including skateboarders, rollerbladers, roller skaters, and cyclists. Please provide specific examples of designs or completed projects that have successfully incorporated these criteria.
- e. While the proposed City Center Skatepark project is very exciting for this community, the project is also challenging from a number of perspectives. These include the potential difficulties of constructing in wet weather; challenges put forth by constructing under a state highway bridge and associated governmental and structural barriers; and the significant potential for the need for project phasing. Please describe any experience you may have had in managing these types of challenges through project development and ways that you have resolved these issues through design, communication or other creative approaches.

4. COST/BUDGETING (10 points)

- a. While cost for services listed in this Request for Proposals will not be the sole determining factor in final contractor selection, it will be considered as a component of the overall proposal evaluation. No specific answer is required for this question as it will be scored based upon numbers provided by the Offeror in Section X, Standard Proposal Form.
- b. Please describe your experience in managing a budget for a public agency sponsored project with similar scope of services.

5. REFERENCES (10 points)

Provide three references of prior projects your firm or team members have completed. Include reference contact names and phone numbers, project title and year completed. One reference must be for a public project that has been in use for three years or more and one must be for a project in use for five years or more.

Written Proposal Total Possible Points: 100

The agent responsible for the solicitation may contact Offerors for clarification of proposals; however no additions, deletions or substitutions may be made to proposals that cannot be termed as clarifications. Offeror's responses to questions shall restate the question and provide the clarification requested.

VI. PROPOSAL EVALUATION PROCEDURES

A. EVALUATION OF WRITTEN PROPOSALS:

The City will evaluate the written proposal of each 'Responsive Offeror' according to the criteria described above on a 100-point system. A 'Responsive Offeror' means an Offeror that conforms in all material respects with the requirements set forth in the Solicitation Documents and all requirements of the Oregon Public Contracting Code and City of Eugene Public Contracting Regulations. Non-responsive Offerors will be notified that they did not meet the requirements and will be disqualified for further consideration.

Evaluation of all written proposal submittals by a committee representative of groups who have an interest in this project will result in establishment of the Short List group from which the final selection will be made.

B. USE OF SHORT LIST / NEGOTIATION:

At the conclusion of the rated criteria evaluation process of the written proposals and prior to selection, the City shall continue the evaluation process with the three Responsive Offerors who have the highest criteria ratings (the Short List). The City may expand or decrease the Short List if, in the opinion of the Purchasing Manager, the number of proposals or the quality of the proposals warrants an increase or decrease in the number of Responsive Offerors on the Short List. The City may decide to forego evaluation of a Short List and award the contract to the highest rated Offeror from evaluation of written proposals, subject to satisfactory agreement as to preliminary design, budget and remaining unresolved contract issues.

Notice of Short List. The City shall give written notice to all Responsive Offerors, identifying the Short List. A Responsive Offeror that is not on the Short List may protest the Solicitation Agent's evaluation and determination of the Short List in accordance with the provisions set forth in subsection F. RIGHT TO PROTEST at the end of this section. After the protest period, or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin further selection activity with Offerors on the Short List.

Evaluation of Short List. Evaluation of the Short List will be based on criteria developed by the evaluation committee prior to the commencement of Short List evaluation. These criteria and procedures for evaluation will be issued out as an addendum to the Offerors on the Short List. Criteria used as evaluation methods may include interviews, modified design plans, work samples, demonstrations, inspections, site visits, or other testing or examinations.

Negotiation with Highest Ranked Proposal. The City's evaluation team shall not exhibit favoritism and will evaluate and rank the Short List Proposals using the methods described above. The City will issue an Intent to Award Notice identifying the highest ranked Offeror. An unsuccessful Offeror on the Short List may protest the City's evaluation and determination of the Short List ranking in accordance with the provisions set forth in subsection F. RIGHT TO PROTEST at the end of this section.

After the protest period for the Short List candidates or after the Purchasing Manager has provided a final response to any protest, whichever date is later, the City will begin contract negotiations with the highest ranked Offeror. The City may only negotiate an alternative

term or condition submitted by a Short List Offeror if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

The matters subject to negotiation shall be limited to the following:

1. Specifications, however, the City may not negotiate specifications less than those stated as the minimum acceptable in this RFP or an addenda issued prior to the solicitation closing date;
2. Price;
3. The manner in which the services are to be performed or the quality or type of materials to be supplied;
4. Contract terms and provisions that the City would like to change.

C. ACTION UPON FAILURE TO EXECUTE CONTRACT.

In the event that a contract can not be negotiated with the highest ranked Offeror, regardless of whether the City evaluates a Short List or selects the highest ranked Offeror based on written proposal evaluations, negotiations will be discontinued, and the City will start contract negotiations with the next highest ranked Offeror. Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time.

D. EVALUATION RECORD:

A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

E. SELECTION PROCESS AND NOTICE OF AWARD:

The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful Offeror and all other persons who submitted proposals will be notified of the City's selection. As part of the 'Short List' process, notice of the identity of those on the Short List will be given to all responsive Offerors, but notice of the intent to award will only be given to the Short List Offerors. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

F. RIGHT TO PROTEST.

An adversely affected or aggrieved Responsive Offeror must exhaust all avenues of administrative review and relief before seeking judicial review of the City's selection or Contract award decision.

Protest of Short List Selection.

1. An affected Responsive Offeror may submit a written protest of the City's decision to exclude the Offeror from the Short List to the Purchasing Manager within seven (7) calendar days after issuance of the notice of the selection of the Short List.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for inclusion in the Short List i.e., the protesting Offeror must claim it is eligible for inclusion in the Short List on the basis that:

- a. The proposal was incorrectly identified as non-responsive as per SECTION V: PROPOSAL SUBMITTAL REQUIREMENTS
- b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been included in Short List
- c. The City shall not consider a protest submitted after the time period provided in this RFP. An Offeror may not protest the City's decision to not increase the number of Offerors selected for the Short List above the Short List set forth in this RFP.

Protest of Award. An aggrieved Responsive Offeror may protest the award, as provided below.

1. If the City makes the award following evaluation of a Short List, only Offerors who were on the Short List shall be considered "affected" and entitled to protest the award. An affected Responsive Offeror may submit a written protest of the City's award decision within seven (7) calendar days after issuance of the notice of Intended Award.
2. The protest shall be in writing and must specify the grounds upon which the protest is based.
3. An Offeror is adversely affected only if the Offeror submitted a responsive proposal and is eligible for award as the best responsive and responsible Offeror and is next in line for award, i.e., the protesting Offeror must claim that all higher-scored Offerors are ineligible for award (i) because their Offers were non-responsive or (ii) the City committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such material violation been the highest-ranked Offeror.

VII. SAMPLE CONTRACT

PUBLIC IMPROVEMENT CONTRACT

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: (Contractor)

CONTRACT NO.: -

JOB NO.:

RECITALS

Contractor was the successful bidder for construction of the public improvement project described in the plans and specifications that were included in the bid documents for the project and which form a part of this contract.

AGREEMENT

1. **Project.** The Project is generally described as:
2. **Work to be Performed.** Contractor agrees to furnish all labor, material and equipment for and to construct the improvement listed above. The work shall be performed in three phases: **Phase 1** – Preliminary Concept Design; **Phase 2** - Project Design Development, Construction Document and Specification Preparation; **Phase 3** – Construction.
 - Phase 1 - Concept Design.** Design-Build Team shall develop facility concepts for an approximately 18,000 square foot skatepark. The design process shall include public input via three to five public meetings. The Team shall also work closely with an existing project steering committee to develop meeting format, goals, and general overall direction. The design shall allow for ease of construction phasing and incorporate, in general, a variety of skateboarding abilities and styles as well as facilities for rollerbladers and roller skaters. It should also allow for and facilitate bicycle use to the greatest degree possible. After becoming familiar with the site the designers will meet with the City and steering committee to develop a design schedule and strategy. The design strategy shall include the following implementation:
 - Thee to five public meetings
 - Refinement and finalization of the total design and performance criteria
 - Three preliminary level design plans
 - Final concept level design plan
 - 3-D design modeling for preliminary and final concept plans
 - Phasing plan as appropriate
 - Construction cost estimate
 - Estimated project budget
 - Proposed schedule for the project through construction start-up

Design-Build Team shall deliver a technical memorandum to the City incorporating all analyses, results, alternatives, criteria, recommendations, schedules and cost estimates generated during Phase I.

Phase 2 - Project Design and Specification Preparation.

Civil Engineering. The Design-Builder shall prepare a complete and detailed engineering site design (grading plan).

Skate Park Design. The Design-Builder shall prepare a complete and detailed design for the installation of an 18,000-20,000 s.f. concrete skate park with distinct phases which are yet to be determined and will be dependant upon available funding prior to construction.

Final Design and Cost Estimate. The Design-Builder will prepare a construction cost estimate for the final design demonstrating the financial feasibility of the Project and deliver a copy of the estimate and final design to City before production of construction drawings. For those items to be procured by the Design-Builder's team from third parties, the construction cost estimate shall include, actual price quotes from a sufficient number of bidders to demonstrate that the Design-Builder solicited competitive quotes from potential suppliers of labor, materials and supplies.

Drawings and Specifications. Design-Builder will provide City with at least five (5) hard copy sets and one digital file of technical specifications and drawings for the construction of the Project prior to the commencement of Project construction. Special specifications and drawings shall be prepared in MS Word 2003 and AutoCAD Version 2002 or later, respectively.

Guaranteed Maximum Price. After City has approved a design, Design-Builder shall prepare a Guaranteed Maximum Price (GMP) for construction, and prequalification applications on all subcontractors (if not already pre-qualified with City). Guaranteed maximum price will be requested for the as-yet to be determined project scope of work. This scope may include donated materials, volunteer projects, and coordination of work with other on-site contractors.

Phase 3 - Construction Services. If GMP for construction is accepted by the City, contractor shall contract with the City for construction services. Construction services will include the procurement and furnishing of all materials supplies, equipment, labor and machinery required to construct the Project. Design-Builder shall be solely responsible for all construction methods and materials, and for the manner of employment of all labor and equipment.

Construction documents shall include all construction drawings and notes therein and the project shall generally adhere to the current City of Eugene Amendment to the 2009 Oregon Standard Specifications for construction.

- 1) If the GMP is not accepted by the City, the City reserves the right to reject the cost proposal and seek competitive bids for the Construction Services. Design-Builder will not be prohibited from participating in the invitation to bid.

3. **Contract Documents/Interpretation.** This contract, together with the other documents enumerated below, which are hereby incorporated by reference, forms the entire contract between the parties hereto. In the event that any provision of any component part of this contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated below shall govern, except as otherwise specifically agreed:
 - 3.1. Permits from government agencies.
 - 3.2. This document entitled "Public Improvement Contract".
 - 3.3. Addenda to the Special Specifications.
 - 3.4. Special Specifications.
 - 3.5. Plans specifically applicable to the project.
 - 3.6. Supplemental Standard Specifications.
 - 3.7. Current City Amendment to the Standard Specifications.
 - 3.8. Standard or general drawings.
 - 3.9. Standard Specifications.
4. **Governing Law.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract
5. **Time of Commencement and Completion.** Contractor will commence the Work not later than 10 days after City gives its written notice to proceed, and shall complete the Work within the time stated in the bid proposal.
6. **Contract Sum.** The Contract Sum is \$____, which consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on the Bid Proposal attached hereto. The actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities.
7. **Progress Payments/Retainage.** City shall make progress payments monthly as the Work progresses. Payments shall be based upon estimates of the Work completed and approved by City. Progress payments shall not be considered an acceptance or approval of any of the Work or a waiver of any defects therein. City may reserve as retainage from progress payments an amount not to exceed five percent of the payment. Contractor shall have the right to deposit bonds or securities in lieu of cash retainage, or to have cash retainage deposited in an interest bearing account, in accordance with ORS 279C.560. Irrevocable letters of credit from a bank doing business in Oregon will be accepted in lieu of cash retainage.
8. **Final Payment.** Not more than 30 days after final completion of the Work and City's final acceptance of the Work, which shall include the taking of final measurements of quantities,

City shall make its final payment to Contractor. Retainage held by City shall be included in and paid to the Contractor as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, City shall pay Contractor interest at the rate of one-and-one-half percent per month on the final payment commencing 30 days after final completion of the Work by Contractor and final acceptance of the Work by City. To facilitate City's inspection, Contractor shall notify City in writing when Contractor considers the Work complete.

9. **Statement of Compliance.** Before any payment is made to Contractor, Contractor shall file with City a statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and that it has complied with the provisions of the Eugene Code governing fair employment practices. In addition, Contractor shall file with City a sworn statement by each of its subcontractors to the same effect.
10. **Quality of Work/Warranty.** Contractor warrants to City for a period of one year from final acceptance of the Work by City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and the Work will be of good quality, free from faults and defects and in conformance with City's specifications. Work not so conforming with these standards shall be considered defective. At its own expense, Contractor will make good and repair any defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to Contractor within 60 days after the expiration of the warranty period. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment as specified in the specifications.
11. **Indemnification.** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the Work, Contractor's failure to strictly comply with any provision of this contract, or any other actions or failure to act by Contractor and Contractor's employees, agents, officers, representatives and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City.
12. **Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by City.

- 12.1. **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$2,000,000, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 12.2. **Automobile Liability.** Contractor shall maintain an automobile liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$1,000,000, for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 12.3. **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.
- 12.4. **Professional Liability.** Contractor shall maintain a professional liability insurance policy with coverage of not less than \$1,000,000, a deductible of not more than \$10,000, to protect Contractor from claims for professional acts, errors or omissions arising from the Work. This policy may be written on a "claims made" form. The policy shall contain an endorsement entitling City to not less than 60 days prior written notice of any materials change, nonrenewal or cancellation of such policy. Contractor shall maintain the professional liability insurance coverage for at least one year after completion of the Work.
13. **Performance and Payment Bonds.** Prior to the commencement of the Work, Contractor shall provide good and sufficient performance and payment bonds approved by City, each in an amount equal to the Contract Sum, for the faithful performance of the Work in all respects and indemnifying City for any claims or liens for labor, work, equipment or material provided by others in the performance of the Work.
14. **Termination and Suspension.** City may terminate this contract or suspend the Work at any time for any reason considered by City, in the exercise of its sole discretion, to be in the public interest. In the event the suspension of the work is not the result of a labor dispute and this contract is not terminated, Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus Contractor's standard overhead with respect to such costs. In the event of a termination of this contract under these provisions, Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition, Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case

of any fully completed separate item or portion of the Work for which there is a separate or unit price and with respect to any other portion of the Work shall be paid a percent of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination. Provided, however, none of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of Contractor's violation of any Federal, State or local statutes, ordinances, rules or regulations or as a result of any violation by Contractor of the terms of this contract, including a determination by City that Contractor has not progressed satisfactorily with the Work in accordance with specifications.

15. Preference for Goods and Services.

15.1. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document. Recycled products include all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post consumer waste with not less than 10 percent of its total weight consisting of post consumer waste, as well as any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise refurbished for reuse without substantial alteration of the product's form.

15.2. In performance of the Work, Contractor shall prefer materials that have been manufactured or produced in the state of Oregon, if price, fitness, availability and quality are otherwise equal.

16. **Environmental Matters.** Contractor shall comply with and require its subcontractors to comply with all applicable Federal, State and local statutes, ordinances, orders, rules and regulations relating to the protection of human health and environment, including, but not limited to, the use, storage, release, spill, disposal or other handling of petroleum products and other hazardous substances. The following Federal, State and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect or may affect the performance of this contract:

16.1. Federal Agencies

- Bureau of Indian Affairs
- Bureau of Land Management
- Bureau of Outdoor Recreation
- Bureau of Reclamation
- Bureau of Sport Fisheries & Wildlife
- U.S. Army Corps of Engineer
- U.S. Coast Guard
- U.S. Council on Environmental Quality
- U.S. Department of Agriculture
- U.S. Department of Defense
- U.S. Department of Interior
- U.S. Department of Labor
- U.S. Department of Transportation
- U.S. Environmental Protection Agency
- U.S. Federal Highway Administration

U.S. Forest Service
U.S. Occupational Safety & Health Administration
U.S. Soil Conservation Service

16.2. State of Oregon Agencies

Department of Agriculture
Department of Environmental Quality
Department of Fish & Wildlife
Department of Forestry
Department of Geology & Mineral Aid
Department of Human Resources
Division of State Land
Land Conservation & Development Commission
Soil & Water Conservation Commission
State Engineer
State Land Board
State Marine Board
Water Resources Board

16.3. Lane County & City of Eugene Agencies

Eugene & Lane County Planning Commissions
Eugene City Council
Eugene Department of Public Safety
Eugene Department of Public Works
Eugene Development Department
Eugene Downtown Development Commission
Eugene Library, Recreation and Cultural Services Department
Lane County Board of Commissioners
Lane County Boundary Commission
Lane Regional Air Pollution Authority

17. Unanticipated Regulatory Compliance and Site Conditions.

17.1. If Contractor is delayed or additional work is required by reason of existing regulations or ordinances not cited above, or due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after submission of the successful bid, City may, at its sole discretion:

17.1.1. terminate the contract;

17.1.2. complete the Work itself;

17.1.3. use non-City forces already under contract with City;

17.1.4. require that the underlying property owner be responsible for the Work;

17.1.5. set out to bid for a new Contractor to provide the necessary services; or

- 17.1.6. issue Contractor a change order setting for the additional work that must be undertaken.
- 17.2. If Contractor encounters a condition not referred to in bid documents, not caused by Contractor, and not discoverable by a reasonable pre-bid visual site inspection, and that condition requires compliance with the regulations referred to above, Contractor shall immediately provide City notice of the condition. Except as required by any environmental or natural resource regulation, or, in case of an emergency, Contractor shall not commence work or incur any additional job site costs with regard to the condition encountered without written direction from City. Upon request, Contractor shall estimate emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition, and promptly deliver such estimate to City for resolution.
- 17.3. In the event of an occurrence of an unanticipated site condition as described above, City, within a reasonable period of time, may do any of the following at its sole discretion:
- 17.3.1. terminate the contract;
 - 17.3.2. complete the Work itself;
 - 17.3.3. use non-City forces already under contract with City;
 - 17.3.4. require that the underlying property owner be responsible for the Work;
 - 17.3.5. set out to bid for a new Contractor to provide the necessary services; or
 - 17.3.6. issue Contractor a change order setting for the additional work that must be undertaken.
- 17.4. In the event City terminates the contract under 15.3.1 or 15.1.1, Contractor shall be entitled to all costs and expenses incurred to date of the termination, including overhead and reasonable profits, on the percentage of the work completed. Contractor shall not be entitled to profits on the uncompleted portion of the contract. If City chooses to issue a change order as set out at 15.3.6 above, or to terminate the contract as set out at 15.3.1 above, it shall have access to Contractor's documentation used to prepare Contractor's bid when making its determination of the additional compensation due.
- 18. Default and Willful Violation.** Without limiting the City's right to debar the Contractor for up to three years, if the Contractor willfully violates any of the provisions of Sections 4.615 to 4.650 of the Eugene Code, 1971, or any of the provisions of State law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under paragraph 6, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. If Contractor or any of Contractor's subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this contract, time and quality of performance being of the essence, City may, at its option, terminate this contract upon written notice to Contractor. In the event of a termination of this contract or a subcontract under these provisions, Contractor or the subcontractor, if applicable, shall

forfeit all rights under this contract or the subcontract, as the case may be. The City's claim for damages and any other relief available to City resulting from the Contractor's breach shall survive a termination of this contract.

19. Liquidated Damages. In the event the Work is not completed by the Completion Date as specified in paragraph 2, Contractor will pay to City liquidated damages as specified in the bid proposal. The parties believe that due to the costs of bringing an action and the difficulty of establishing the exact amount of damages City will incur, it would be inconvenient and infeasible for City to bring an action for the actual damages it will incur because of Contractor's failure to complete the Work by the Completion Date. In order to compensate City for the damages City will suffer because of a delay, the parties have estimated the amount City would be damaged for every working day completion is delayed. The parties believe that the sum set as liquidated damages is reasonably related to City's anticipated damages per working day after the Completion Date that the Work is not completed. Contractor will not contest such sum as being other than a true measure of damages in the event those damages become payable under these provisions.

20. Dispute Resolution

20.1. Arbitration. Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Lane County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Lane County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order, provided that, neither party shall be required to arbitrate a dispute if all necessary parties cannot be joined in the arbitration.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of contract interpretation.

20.2. Construction of Contract. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by the Agreement, the applicable rules of contract construction and evidence shall apply. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

20.3. Forum. Any litigation between the City and the Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. BUYER, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

20.4. **Attorneys Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce creditor's rights or otherwise pursue, defend or litigate issues to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from any automatic stay), or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal thereof or therefrom. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding. The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

21. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor:

City: Emily Proudfoot
City of Eugene
1820 Roosevelt Boulevard
Eugene OR 97402

or such other address as either party may provide to the other by notice given in accordance with this provision.

22. **Contract Documents/Interpretation.** This contract, together with the other documents enumerated below, which are hereby incorporated by reference, forms the entire contract between the parties hereto. In the event that any provision of any component part of this contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated below shall govern, except as otherwise specifically agreed:

22.1.1. Permits from government agencies.

22.1.2. This document entitled "Public Improvement Contract".

22.1.3. Addenda to the Special Specifications.

22.1.4. Special Specifications.

22.1.5. Plans specifically applicable to the project.

22.1.6. Supplemental Standard Specifications.

22.1.7. City Amendment #14 to the Standard Specifications.

22.1.8. Standard or general drawings.

22.1.9. Standard Specifications.

23. **Governing Law.** This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract

24. **Effective Date.** The effective date of this contract shall be the latest date of signature by the parties.

CITY OF EUGENE

CONTRACTOR

By: _____
(signature)

By: _____
(signature)

Date: _____

Date: _____

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS
Contracts Subject to ORS Chapter 279C
Services of Architects, Engineers, Land Surveyors and Related Consultants on Public Improvements
Construction services
Labor and Services for Public Improvements and
Public Works Subject to ORS 279C.800 to 279C.870

The following provisions, if applicable, are hereby included in and made a part of the attached contract for a public work between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)

1.1. During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
- (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

- 1.2. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.
- 1.3. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

2. ORS 279C.505 Conditions concerning payment, contributions, liens, withholding; drug testing.

2.1. **Prompt Payment.** The contractor shall:

- (a) 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.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the city on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

2.2. **Drug Testing.**

- (a) The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the contract period, including any

extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of this contract.

(b) The City of Eugene shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the City.

3. ORS 279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

- 3.1. If this public improvement contract includes demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- 3.2. If this public improvement contract includes services for lawn and landscape maintenance the contractor shall compost or mulch yard waste material at an approved site.

4. ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials, and complaints.

- 4.1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- 4.2. If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the contract within 30 days after receipt of payment from the City or the 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 ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- 4.3. 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.
- 4.4. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the contractor's surety from obligation with respect to any unpaid claims.

5. ORS 279C.830 Public Works Bond

- 5.1 A contractor or subcontractor, unless exempt under ORS 279C.800 to 279C.870, shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor under Public Works projects. Before permitting a subcontractor to start work on a Public Works project, the contractor shall verify the subcontractor has also filed a public works bond with the Construction Contractors Board.
- 5.2 Before starting work on a contract for a Public Works project, the contractor shall provide the City with a written statement certifying contractor and any subcontractor have filed a public works bond as required above.

6. ORS 279A.120 Nonresident Contractors.

- 6.1. As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.
- 6.2. If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a

Public Improvement contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

7. ORS 279C.530 Condition concerning payment for medical care and providing workers' compensation.

- 7.1. The Contractor and all subcontractors shall 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 or subcontractor, as applicable, of all sums that the Contractor or subcontractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or subcontractor, as applicable, collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 7.2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

8. ORS 279.520 Conditions Concerning Hours and ORS 279C.540 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules.

- 8.1. A person may not be employed for more, or required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, except in cases of contracts for architect, engineering, land surveying or related consultant services, the person so employed for excessive hours shall receive at least time and a half pay:
- (a) (A) For all overtime in excess of eight (8) hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; 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
 - (b) For all work performed on Saturday and on the following legal holidays:
 - (A) Each Sunday.
 - (B) New Year's Day on January 1.
 - (C) Memorial Day on the last Monday in May.
 - (D) Independence Day on July 4.
 - (E) Labor Day on the first Monday in September.
 - (F) Thanksgiving Day on the fourth Thursday in November.
 - (G) Christmas Day on December 25.
- 8.2. An employer shall give notice in writing to employees who perform work under subsection 8.1, 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 employees may be required to work.
- 8.3. For the purpose of this section, each time a legal holiday listed in subsection 8.1, other than Sunday, falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection 8.1 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.
- 8.4. Subsections 8.1 and 8.2 of this section do not apply to labor on a public improvement contract or to construction services if the contractor is a party to a collective bargaining agreement in effect with any labor organization.
- 8.5. When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection 8.1.
- 8.6. This section does not apply to contracts for architect, engineering, land surveying or related consultant services, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection 8.1(b)(B) to (G) of this section and 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 to 209 from receiving overtime.
- 8.7. (a) Subsections 8.1 and 8.2 of this section do not apply to contracts for construction services other than in construction of a public improvement. However, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection 8.1(b)(B) to (G) of this section 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.
- (b) 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.

8.8. Any contractor or subcontractor or contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the contractor or subcontractor or contractor's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

8.9. This section does not apply to financial institutions as defined in ORS 706.008.

9. ORS 279C.800-870 Prevailing Rate of Wage.

9.1. The specifications for the contract contain a provision stating the existing prevailing rate of wage that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. Workers shall be paid not less than the specified minimum hourly rate of wage.

9.2. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act.

9.3. The City shall retain 25 percent of any amount earned by the contractor on the Public Works project until the contractor has filed certified statements of wage rates and payment on a form prescribed by the Commissioner of the Bureau of Labor and Industries. The City shall pay the contractor the amount retained within 14 days after contractor files the certified statements. The contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on a Public Works project until the first-tier subcontractor has filed the certified statements. The contractor shall verify the first-tier subcontractor has filed the certified statements before the contractor pays the subcontractor the amount retained, which shall be within 14 days after the first-tier subcontractor files the certified statements.

9.4. The Contractor on every public works project must pay a fee to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The fee shall be 0.1 percent of the contract price. However, in no event may a fee be charged and collected that is more than \$5,000 or less than \$100. The fee shall be paid to the commissioner under the administrative rule of the commissioner. The Contractor shall pay the fee at the time of the first progress payment or 60 days after work on the contract has begun, whichever date is earlier.

10. ORS 279A.110. Discrimination in subcontracting prohibited; remedies.

10.1. The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

10.2. By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 7.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

11. ORS 279B.240 Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

VIII. CERTIFICATE OF CONTRACTOR EMPLOYEE DRUG TESTING PROGRAM

**Certificate of Bidder/Contractor
Employee Drug Testing Program
ORS 279.505(2)**

BIDDER'S NAME: _____

ORS 279.505(2) provides that every public improvement contract contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. The City's award of the contract (the "Contract") for which this certificate is required is conditioned, in part, upon the bidder's demonstration of compliance with the provisions of ORS 279C.505. If the bidder named above (the "Bidder") is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the City of Eugene to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the Bidder:

- 1) That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that, at a minimum:
 - a) Requires pre-employment drug testing;
 - b) Requires drug testing of an employee when the Bidder has reasonable cause to believe the employee is under the influence of drugs;
 - c) Requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations.
- 2) A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request.
- 3) The Bidder/Contractor understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for debarment under ORS 279C.130.

The City of Eugene shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

IX. FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____

Phone: _____

Fax: _____

X. STANDARD PROPOSAL FORM

CITY OF EUGENE
Solicitation No. 2009200087

Opening Date: **Tuesday, May 12, 2009 2:30 PM**

I, the undersigned, and authorized representative of _____
(Company Name)

certify the following:

Acknowledgement of terms, conditions and specifications

I have read, understand and agree to be bound by the terms, conditions, and contract provisions included in the solicitation documents as well as all addenda issued for this solicitation. I agree to fulfill the requirements to furnish all material, labor, or to perform all work as herein indicated in strict accordance with the solicitation documents as well as all addenda issued for this solicitation. I have fully availed myself to the location or conditions under which the work is to be performed.

Compliance with Laws

Offeror in carrying out the contract will comply with all applicable laws. Offeror certifies, under penalty of perjury, that the offeror is, to the best of the offeror's knowledge, not in violation of any tax law described in ORS 305.380(4).

Access to Plant or Place of Business

Offeror agrees that the City may enter a contractor's or subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the City pursuant to the terms of the Contract, and investigate the offeror's minority business certification or other offeror qualifications.

Cooperative Purchasing

The Offeror agrees to extend the terms, conditions and prices of the original City of Eugene contract to any other governmental agency. Pursuant to ORS 279A.215, other governmental agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Agency/agencies shall have the power and authority to contract directly with the successful vendor(s).

Noncollusion

The offeror certifies that the offer has been arrived at by the offeror, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, offeror, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the offer herein presented and made have not been communicated by the offeror or their employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

Completion/Delivery Date:

The offeror agrees, if awarded the contract, to fully complete the work within the specified timeline after receipt of purchase order or notice to proceed is received from the City of Eugene.

Pricing

PRICING PROPOSAL	
ITEM DESCRIPTION	PRICE
Phase 1 Scope of Work	\$
Phase 2 Scope of Work	\$
Total	\$

CCB Registration

As a condition to submitting this bid, a contractor must be registered with the Oregon Construction Contractor Board in accordance with ORS 701.035 to 701.055, and disclose their registration number. Failure to register and disclose the number will make this a nonresponsive bid and the bid will be rejected, unless contrary to Federal Law. In the field below, enter your Oregon Construction Contractor Board Registration Number.

Oregon Construction Contractor Board Registration Number: _____

Expiration Date: _____

Subcontractor CCB Registration

The bidder hereby certifies that all subcontractors performing construction work as described in ORS 701.005(2) will be registered with the Oregon Construction Contractors Board prior to commencing work under this contract.

Proposal Security

Offeror certifies that they have obtained and submitted to the City proposal security of \$5,000. The proposal security shall be forfeited if Offeror fails to execute the contract promptly and properly if awarded (Eugene Code 2.1440). Proposal security must be submitted by mail or in person prior to the proposal date and closing time.

Prevailing Wage Rates Certification

The contract is subject to Oregon Prevailing Wage Rates and the offeror certifies compliance with ORS 279C.840 concerning the payment and certification of payment of Prevailing Wage Rates.

Completion/Delivery Date

The offeror agrees, if awarded the contract or a direct purchase, to fully complete the work or deliver the equipment within the timeline specified.

Experience

The offeror certifies that they have a minimum of five years experience constructing skateparks.

Yes _____ No _____

To meet the minimum requirement, offeror shall have **completed** a minimum of five skateparks 7,500 square feet or greater in size. Please list these projects below:

Completed Project Name, Location, & Date of Completion	Square Footage of Skatepark
1.	
2.	
3.	
4.	
5.	

We therefore offer the following service in fulfillment of the requirements and specifications contained within the solicitation documents and all addenda.

Name: _____ Title: _____

Signature: _____ Date: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

Company contact for this project (if different from above):

Name: _____ Title: _____

Phone: _____ Email Address: _____

**XI. SOLICITATION QUESTION, CLARIFICATION,
MODIFICATION, SUBSTITUTION & PROTEST FORM**

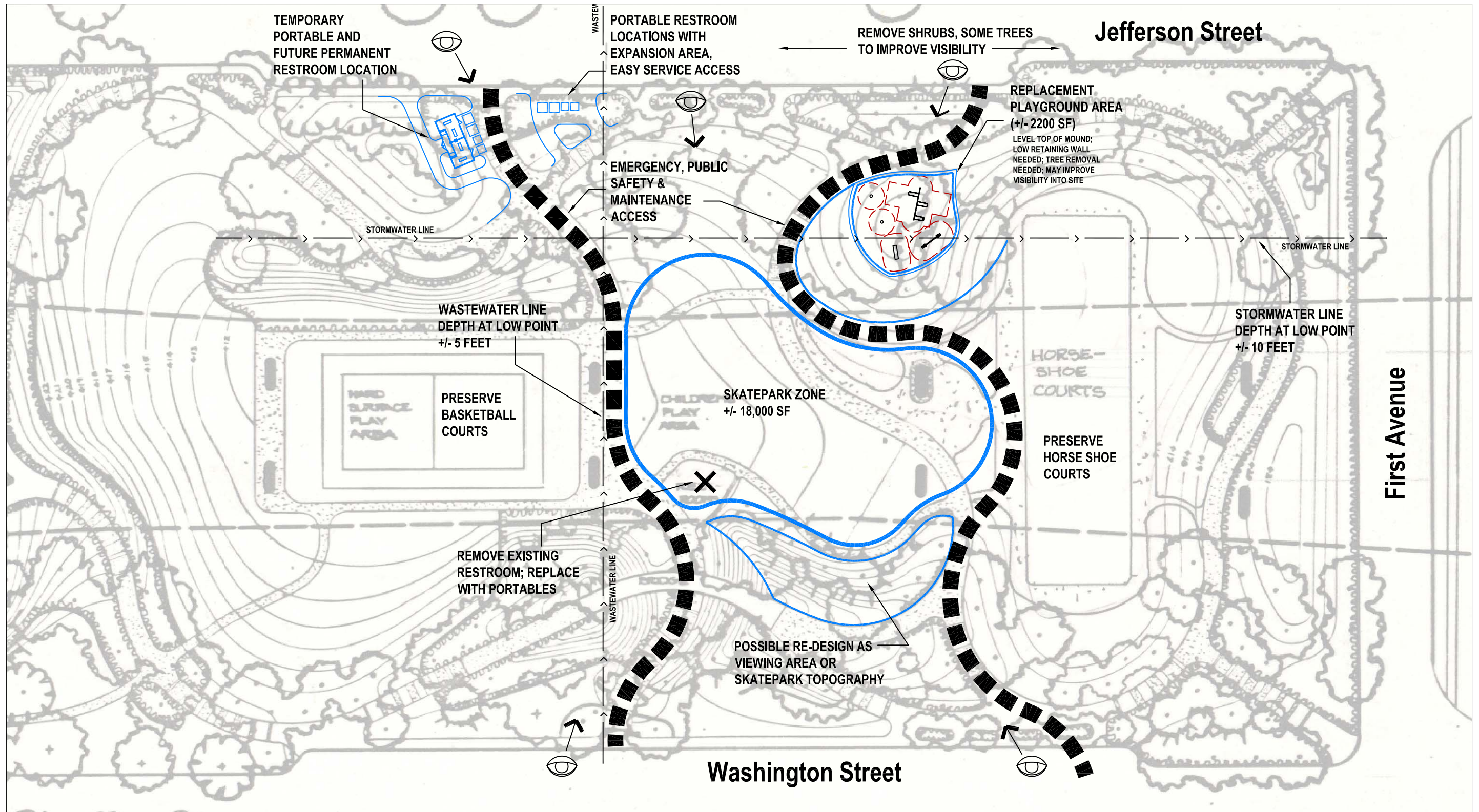


PURCHASING OFFICE
Phone: (541) 682-5055
Facsimile: (541) 682-6233

<p>QUESTIONS, CLARIFICATIONS, MODIFICATIONS, SUBSTITUTIONS or PROTESTS FOR: City Center SkatePark Design Build</p> <p>SOLICITATION NO. 2009200087</p> <p>ATTENTION: JAMIE FROST PURCHASING ANALYST</p>	<p>(FOR CITY USE ONLY)</p> <p>NO: _____</p> <p>DATE: _____</p> <p>REVIEWED BY: _____</p> <p>RESPONSIBLE FOR RESPONSE:</p> <p align="center"><input type="checkbox"/> CITY <input type="checkbox"/> CONSULTANT</p>
<p>FROM: _____</p> <p>COMPANY: _____</p> <p>CONTACT: _____</p>	<p>DATE: _____</p> <p>PHONE NO: _____</p> <p>FAX NO. _____</p>
<p>DETAILED REQUEST _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>CITY RESPONSE: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>RESPONSE BY: _____ DATE: _____</p> <p>INCLUDED IN ADDENDUM NO. _____</p>	

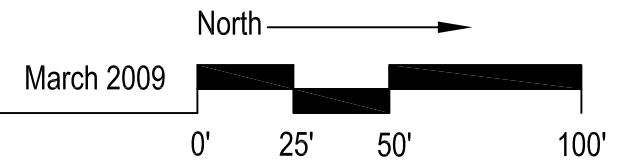
One Request per page

Duplicate this form as necessary



City Center Skatepark

Boundary Map, Site Diagram

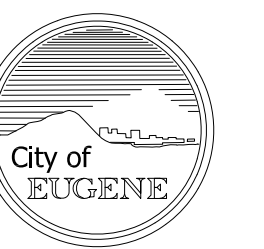


Revision Date By

Revision	Date	By

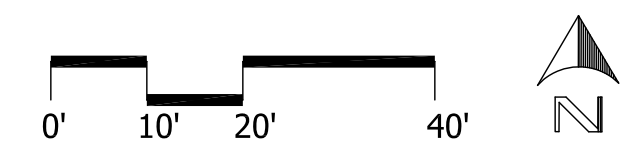
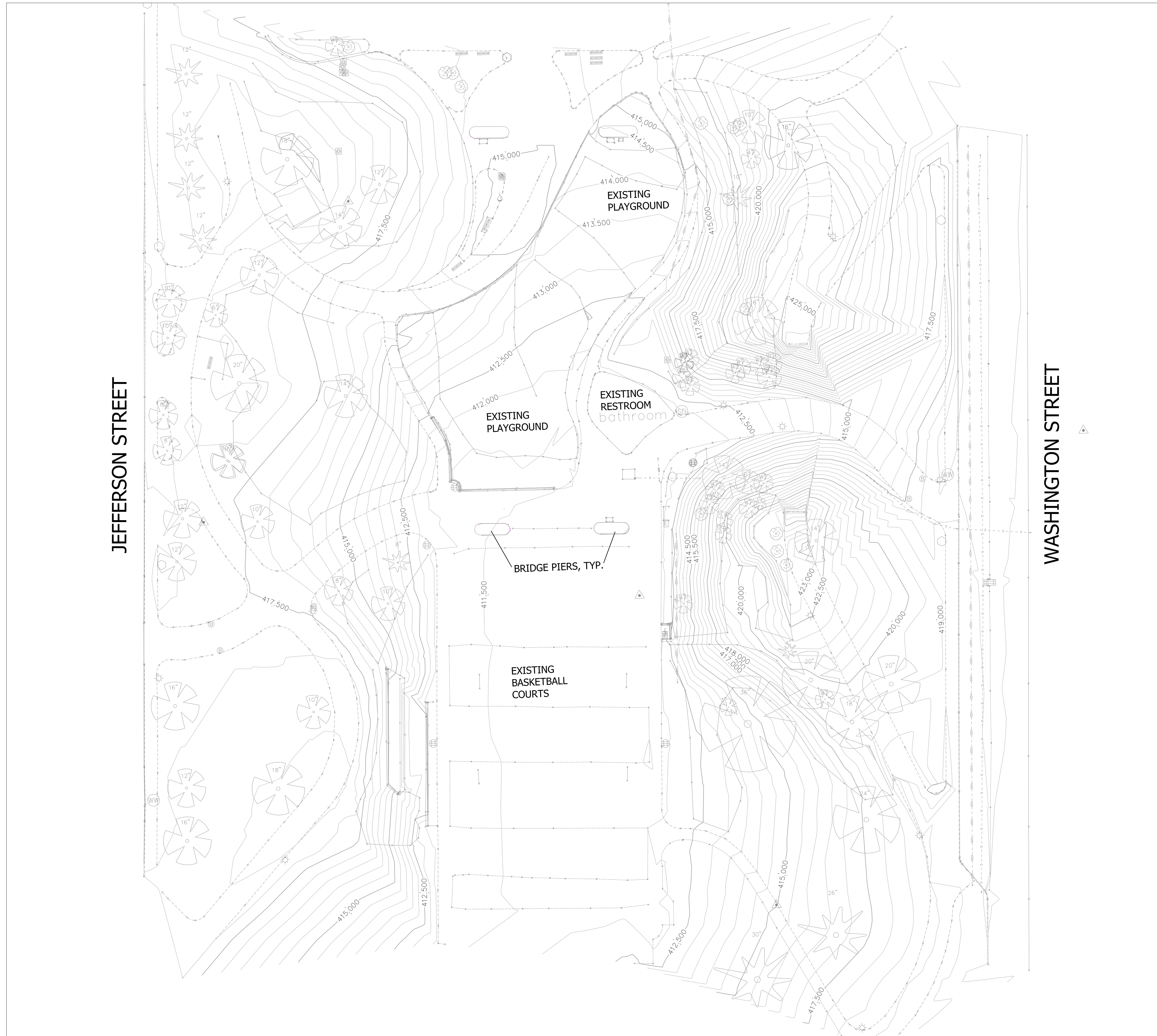
CITY CENTER SKATEPARK

EXISTING CONDITIONS AND TOPOGRAPHY



Project #: 4555
 Drawn By: EAP
 Checked By: EAP
 Date: 3-30-09
 Scale: AS NOTED

L1.0



ATTACHMENT 3



Existing Playground and Restroom Facing North



Existing Playground Facing South



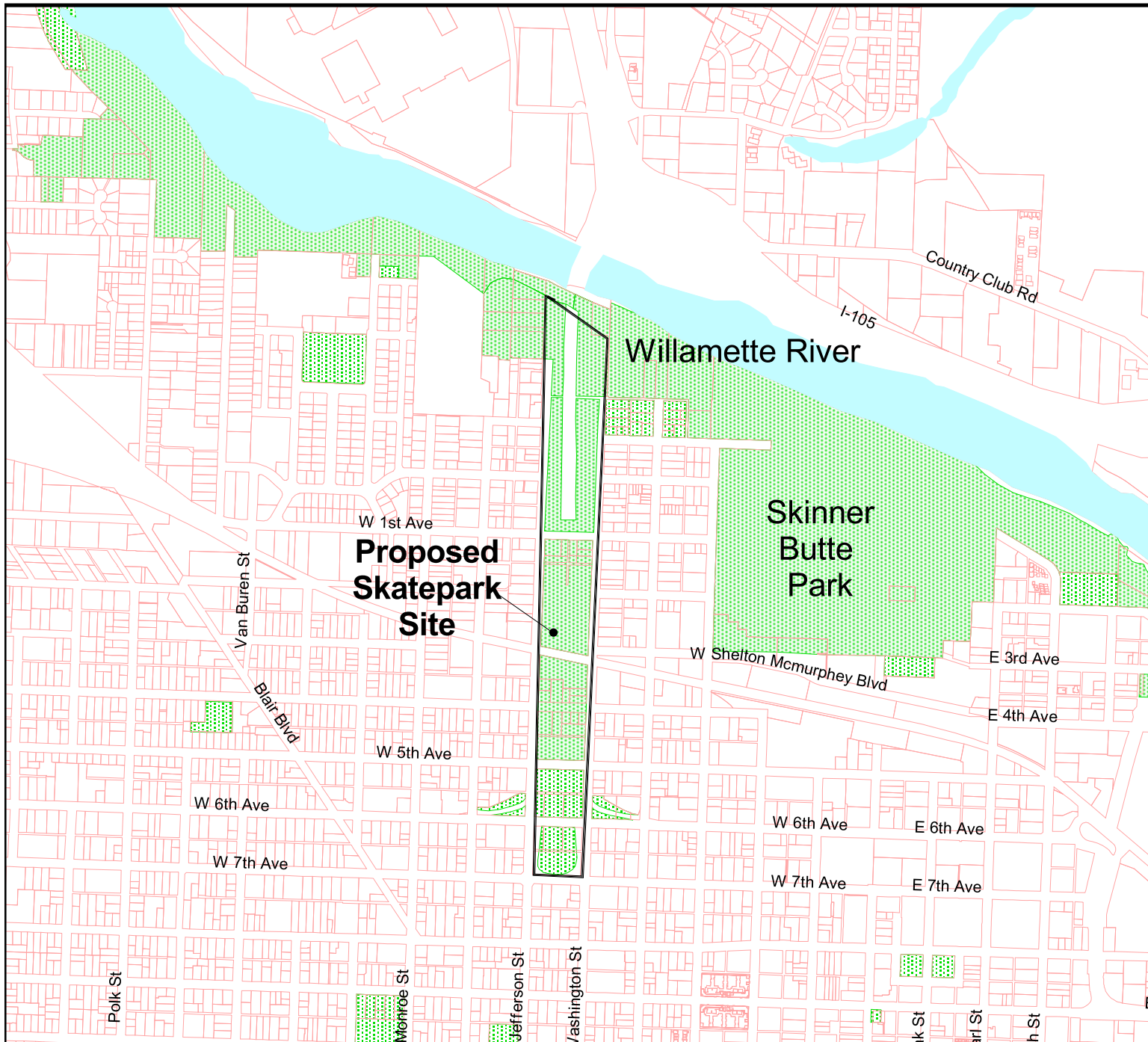
Existing Restroom and Park Entry Facing East



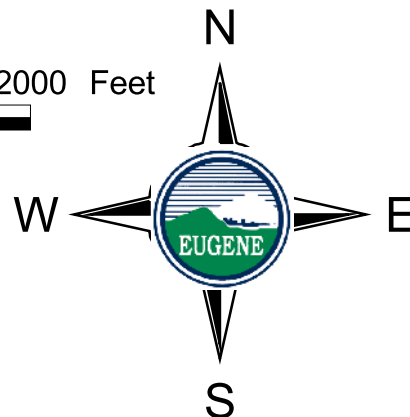
Existing Restroom and Playground Facing Southeast

Washington Jefferson Park Vicinity Map

Mar 31, 2009



1000 0 1000 2000 Feet



- Text Major Street Names
- Water Bodies
- Taxlots
- Parks

Caution: this map is based on imprecise source data, subject to change, and for general reference only.