

# SPRINGFIELD UTILITY BOARD REQUEST FOR PROPOSALS



RFP Number:	RFP MIS-02.2026
RFP Title:	Municipal Financial Advisory Services – McKenzie River Water Supply Project
RFP Due:	July 17, 2026 by 5pm PT RFPs will not be received after this date and time.
Where to send RFP:	Email: joseg@subutil.com - or - Mail: Springfield Utility Board ATTN: Jose Gonzalez PO Box 300 Springfield, OR 97477 It is the proposer’s responsibility to confirm the RFP has been received.
RFP Questions:	Jose Gonzalez 541-744-3615 joseg@subutil.com

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### 1. PROCUREMENT SCHEDULE

RFP Activity	Scheduled Date
RFP Published	June 12, 2026
Question and Clarifications Due	July 3, 2026
Final Addendum Issued	July 10, 2026
Proposal Due Date and Time	July 17, 2026, 5pm PT
Evaluation, Reference Checks & Interviews	July 20-24, 2026
Selection of Preferred Proposer	July 31, 2026
Intent to Award and Contract Negotiations	August 3-7, 2026
Board Approval and Contract Award	August 12, 2026
Agreement Execution	Following Board Approval

SUB reserves the right to modify this schedule at its discretion. Any changes will be issued by addendum and posted on SUB's website.

### 2. CONTRACT TERM

SUB anticipates entering into a professional services agreement with the selected proposer for an initial term of three (3) years, with the option to renew for additional terms at SUB's discretion, subject to mutual agreement and applicable procurement requirements.

Services may be authorized on an as-needed, phased, task-order, or project-specific basis depending on project priorities, funding availability, and Board direction.

SUB does not guarantee any minimum volume of work under the resulting agreement.

### 3. PURPOSE OF RFP

Springfield Utility Board (SUB) is soliciting proposals from qualified firms to provide independent municipal financial advisory services related to utility capital planning, infrastructure financing, debt management, and long-term financial strategy. The selected Financial Advisor will support SUB in evaluating funding alternatives, structuring and implementing financing strategies, and providing ongoing financial analysis for the McKenzie River Water Supply Project and other utility capital initiatives on an as-needed, task-order basis.

This procurement excludes municipal bond underwriting, bond purchase, and placement services. The selected Financial Advisor will serve solely in an advisory capacity, and any future issuance or underwriting services will be procured separately through competitive solicitation. This procurement is being conducted as a competitive Request for Proposals (RFP) process. SUB intends to select the proposer whose qualifications,

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experience, project understanding, technical capabilities, responsiveness, and fee structure provide the best overall value and long-term support to SUB.

#### 4. PROJECT BACKGROUND

Springfield Utility Board provides drinking water service to the City of Springfield and surrounding service areas. The McKenzie River Water Supply Project (MRWSP) includes development of a new water treatment facility to enhance system capacity, improve treatment reliability, and ensure long-term resilience of the regional water supply.

Engineering and design activities are currently underway, with construction anticipated to begin in 2027. The project represents a significant long-term investment in critical public infrastructure and will require a combination of funding sources, including grants, low-interest loans, and other legally available financing mechanisms.

The selected Financial Advisor will evaluate financing alternatives and provide independent analysis and recommendations to support SUB's long-term financial planning and funding strategy.

#### 5. SCOPE OF SERVICES

The selected Financial Advisor will provide ongoing independent municipal financial advisory services to Springfield Utility Board (SUB) in connection with the McKenzie River Water Supply Project and other utility-related capital financing, debt management, and long-term financial planning activities as authorized by SUB.

Services may be requested on a continuing, phased, or task-order basis and may vary over the duration of the engagement depending on project needs, funding opportunities, Board direction, regulatory requirements, and financing conditions.

The Financial Advisor shall owe a fiduciary duty to SUB in accordance with applicable SEC/MSRB requirements.

The detailed Scope of Services is provided in **ATTACHMENT B – SCOPE OF SERVICES**. Key tasks include:

- Financial condition assessment and historical review
- Funding alternatives analysis
- Long-term financial modeling (10–20 years)
- Debt capacity and affordability analysis
- Rate and revenue analysis
- Risk assessment and financial policy review
- Regulatory compliance review
- Board and stakeholder support

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**Note:** Municipal bond underwriting, bond purchase, or placement agent services are excluded from this procurement. All services shall remain advisory in nature and shall not include legal, lobbying, underwriting, placement, or political consulting activities.

### 6. SUBMITTAL REQUIREMENTS

#### 6.1 General Instructions

Proposals must be received by 5:00 PM on the submission date listed in the Procurement Schedule. Late submissions will not be accepted.

Submission methods: hard copy submissions (five copies) or electronic submissions will be accepted. If submitting electronically, proposer is responsible for ensuring complete delivery.

It is the proposer's responsibility to confirm delivery.

#### 6.2 Required Attachments

- A. Cover letter with firm contact information
- B. Proposed Approach and Methodology

Provide a concise narrative describing the firm's proposed approach to evaluating funding and financing alternatives for the McKenzie River Water Supply Project. The narrative should address the firm's methodology for:

- Evaluating and comparing alternative funding mechanisms and financing structures
- Assessing affordability, debt capacity, and rate impacts
- Developing long-term financial models and scenario analyses
- Incorporating grants, low-interest loans, and other outside funding sources into financing strategies
- Evaluating financial risks and uncertainty, including changing project costs, interest rates, and funding availability
- Developing and communicating funding strategy recommendations to SUB staff, Board members, and stakeholders
- Coordinating with engineers, legal counsel, and other project advisors

SUB is particularly interested in understanding how proposers approach complex infrastructure funding decisions involving multiple potential financing alternatives, evolving project assumptions, and long-term affordability considerations.

Proposers are encouraged to include examples of similar analytical or strategic advisory engagements relevant to large-scale utility or infrastructure projects.

- C. Statement of Qualifications addressing:
  - Experience and qualifications of firm and team

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- Relevant project experience
- References (minimum 3 municipal clients)
- Organizational Structure and Key Personnel

### D. Fee Proposal

Provide a proposed fee structure for the services described in Attachment B – Scope of Services. Because services are anticipated to be authorized on an ongoing, as-needed, phased, or task-order basis over the duration of the engagement, SUB anticipates utilizing negotiated hourly billing rates and task-order or project-specific pricing for individual assignments. Proposers may submit:

- Hourly billing rates by personnel classification
- Task-based or phased pricing
- Not-to-exceed estimates
- Assumptions regarding scope and level of effort
- Anticipated reimbursable expenses, if any

SUB reserves the right to negotiate scope and compensation with the selected proposer.

### E. Conflict of Interest & Independence Certification (Attachment A)

- Complete and submit the standard form provided in Attachment A.
- Optional: Proposers may submit a certificate of their own design, provided it includes:
  - Certification that the firm has no financial, business, or personal relationships with SUB, its officers, board members, employees, or consultants that could create a conflict of interest, including relationships that could reasonably be perceived as creating a conflict of interest.
  - Confirmation that the firm will provide independent and objective financial advisory services in accordance with Section 4 – Scope of Services.
  - Commitment to disclose any actual or potential conflicts that may arise during the engagement.
  - Signature, title, and date of an authorized representative.
- SUB reserves the right to require the standard form if the submitted certificate does not provide sufficient information. Certificates that fail to demonstrate independence or disclose potential conflicts may be considered non-responsive.

### 6.3 Proposal Format

- Proposals should be concise, clearly organized, complete, and tailored to the scope of services described in this RFP. SUB encourages concise proposals. Excluding resumes and required forms, proposals should generally not exceed 25 pages.
- All forms, certifications, and attachments signed by an authorized representative

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- Proprietary information clearly marked

### 7. EVALUATION CRITERIA

The following criteria will be used to evaluate proposals based on qualifications, relevant experience, project understanding, proposed methodology, financial advisory capabilities, references, and overall value.

Criteria	Weight
Proposed Approach and Methodology	25%
Relevant Experience and Qualifications	25%
Financial Modeling and Funding Strategy Capabilities	25%
References and Past Performance	10%
Fee Proposal / Overall Value	15%

Interviews, if conducted, may be considered as part of the final evaluation and selection process. Interviews may include discussions regarding project understanding, financial modeling approach, funding strategy recommendations, team qualifications, and proposed services. SUB reserves the right to select a firm based solely on written proposals without conducting interviews.

The evaluation committee will recommend a preferred proposer to the SUB Board of Directors for consideration.

SUB intends to select the proposer whose proposal is determined to provide the best overall value to SUB based on the evaluation criteria identified in this RFP and the proposer's demonstrated ability to provide strategic financial advisory services for complex utility infrastructure projects.

SUB reserves the right to reject any proposal that includes material exceptions to the required terms, conditions, or exhibits of this RFP.

SUB reserves the right to negotiate scope, pricing, and contract terms with the selected proposer prior to contract award.

#### 7.1 Selection and Award Process

Following evaluation, SUB may identify a preferred proposer and issue an Intent to Award. SUB may then enter into negotiations with the preferred proposer regarding scope and contract terms. Any final contract award is subject to approval by the SUB Board of Directors. No contractual obligation shall exist until a written agreement is fully executed by both parties following Board approval.

### 8. MINIMUM QUALIFICATIONS

- Experience providing municipal financial advisory services for large-scale water or utility projects
- Knowledge of Oregon and federal municipal finance regulations
- Staff with relevant technical and advisory expertise

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- Proven ability to develop financial models, evaluate funding alternatives, and provide strategic guidance
- Firm must be registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board, or be legally exempt from such registration, and must acknowledge fiduciary duty to the issuer under applicable SEC/MSRB regulations.

### 9. GENERAL TERMS AND CONDITIONS

- SUB may reject any or all proposals, waive minor irregularities that do not materially affect competition or responsiveness, or seek clarification from proposers.
- All proposals must remain valid for 60 days following submission.
- Compliance with federal, state, and local laws is required.
- Proof of required insurance coverage shall be provided prior to contract execution.
- Confidentiality requirements apply. Proprietary information should be clearly identified.
- SUB may request additional documentation, including corporate financial statements.

The selected firm shall serve in the capacity of an independent municipal advisor to SUB and shall comply with all applicable federal and state laws and regulations governing municipal advisory activities, including applicable registration, fiduciary duty, and professional conduct requirements of the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Final deliverables prepared specifically for SUB under this engagement shall become the property of SUB upon completion of the work. Proprietary methodologies, templates, software tools, and pre-existing intellectual property of the consultant shall remain the property of the consultant.

SUB reserves the right to cancel, modify, or reissue this RFP at any time prior to contract execution if determined to be in the best interests of SUB.

SUB may issue a draft or sample professional services agreement as an addendum to this RFP for informational and review purposes. Proposers are encouraged to review the agreement and identify any exceptions or requested modifications in their proposal submission.

The resulting agreement will incorporate the terms and conditions set forth in Exhibits A, B, and C to this RFP, which are hereby incorporated by reference. These exhibits will form part of the final contract between SUB and the selected proposer. Any exceptions or requested modifications must be clearly identified in the proposer's submission and shall be considered during contract negotiations at SUB's discretion. Failure to identify exceptions may be deemed acceptance of the terms.

- a) Exhibit A – Independent Contractor Status
- b) Exhibit B – Standard Public Contract Provisions
- c) Exhibit C – SUB's Insurance Coverage Requirements

In the event of any conflict between Exhibits and proposer submissions, the Exhibits shall control unless expressly modified by written agreement executed by both parties.

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This RFP does not constitute a contract. No rights, obligations, or liabilities shall arise until a written agreement is fully executed by both parties following Board approval.

Issuance of an Intent to Award is for informational purposes only and does not constitute a contract or binding commitment by SUB.

SUB reserves the right to terminate negotiations with the highest-ranked proposer if agreement cannot be reached within a reasonable timeframe and may proceed to the next-ranked proposer.

SUB's policies and Oregon Public Contracting Law shall govern this procurement.

### 10. PROTEST AND CLARIFICATION PROCEDURES

- Any requests or protests must be submitted in writing to:

**General Accounting Manager**  
Springfield Utility Board  
PO Box 300, Springfield, OR 97477

- Protests must be submitted within the deadlines specified in the RFP and will only be considered if related to procedural issues or conflicts of interest in the solicitation process.
- Addenda will be posted to SUB's website: [www.subutil.com/bids-proposals](http://www.subutil.com/bids-proposals)

### 11. PERMITS, EMPLOYMENT, SAFETY AND COMPLIANCE

- Proposers must comply with all applicable Oregon laws, equal opportunity requirements, and SUB policies.
- Contractor shall maintain a professional and safe work environment for its personnel and any subcontractors, consistent with applicable workplace laws and regulations.

### 12. ATTACHMENTS

- ATTACHMENT A – CONFLICT OF INTEREST & INDEPENDENCE CERTIFICATION (must be signed and submitted with proposal)
- ATTACHMENT B – SCOPE OF SERVICES
- ATTACHMENT C – PROJECT TIMELINE AND ESTIMATED COSTS

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### ATTACHMENT A – CONFLICT OF INTEREST & INDEPENDENCE CERTIFICATION

**Instructions:** This form must be completed, signed, and submitted with the Proposal. By signing this form, the proposer certifies that it has read, understands, and will comply with the requirements for independence as outlined below.

Optional: See RFP Section 5.2.3 for submitting a proposer-designed certificate.

#### 1. CONFLICT OF INTEREST CERTIFICATION

The undersigned, on behalf of the firm submitting this PROPOSAL, certifies that:

1. The firm does not have any financial, business, professional, or personal relationships with Springfield Utility Board (SUB), its officers, board members, employees, consultants, or contractors that could reasonably be perceived as creating a conflict of interest with respect to providing independent municipal financial advisory services for the McKenzie River Water Supply Project.
2. The firm will not engage in activities or provide services that could impair its independence or objectivity in advising SUB, including municipal bond underwriting, bond purchase, or placement services, unless selected through a separate solicitation.
3. The firm agrees to promptly disclose any actual or potential conflicts of interest that may arise during the course of the engagement, including relationships with vendors, lenders, or other third parties that could influence or reasonably appear to influence its financial advice or recommendations.
4. The firm confirms that all analyses, recommendations, and deliverables will be prepared in an independent and objective manner and solely in the best interests of SUB.
5. The firm acknowledges that it is acting in the capacity of an independent municipal advisor and not as an underwriter, placement agent, or broker for SUB in connection with any potential financing.

The firm shall avoid any activities that would create an actual or perceived conflict under MSRB Rule G-42.

#### 2. ACKNOWLEDGEMENT AND SIGNATURE

Firm Name			
Authorized Representative			
Title		Date	
Signature			

**Optional Disclosure:** If any actual or potential conflicts exist, please describe below. Attach additional pages if necessary.:

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### ATTACHMENT B - SCOPE OF SERVICES

The scope below identifies anticipated services; however, services will be performed via task order authorization. No minimum volume is guaranteed.

#### 5.1 FINANCIAL CONDITION ASSESSMENT

- Review historical financial performance of SUB, including revenues, expenditures, reserves, and outstanding debt
- Identify financial constraints, opportunities, and funding needs related to the McKenzie River Water Supply Project

#### 5.2 FUNDING ALTERNATIVES ANALYSIS

- Evaluate potential funding sources, including:
  - Pay-as-you-go funding
  - Oregon Drinking Water State Revolving Fund (DWSRF) / Safe Drinking Water Revolving Loan Fund (SDWRLF) financing administered through Business Oregon and the Oregon Health Authority
  - Business Oregon Infrastructure Finance Authority (IFA) water and wastewater financing programs, including low-interest loans, forgivable loans, and planning assistance programs, as applicable
  - Water Infrastructure Finance and Innovation Act (WIFIA) loans through the U.S. Environmental Protection Agency
  - Federal and state grants
  - Direct bank loans
  - Revenue bonds, general obligation bonds, and other legally available financing mechanisms
- Identify opportunities to combine or layer funding sources to optimize borrowing costs, maximize grant or principal forgiveness opportunities, and improve project affordability
- Provide comparative cost, risk, repayment, schedule, and feasibility analyses of funding alternatives
- Develop funding scenarios and recommendations to support informed decision-making

#### 5.3 LONG-TERM FINANCIAL MODELING

- Develop a dynamic multi-year financial model (minimum 10–20 years)
- Incorporate capital expenditures, operating costs, revenue assumptions, and potential debt service scenarios
- Conduct sensitivity and scenario analyses to evaluate financial risks and resilience
- Provide editable financial models with supporting documentation, assumptions, and methodologies
- Include scenario analyses for phased project implementation, construction cost escalation, interest rate variability, and delayed funding availability

#### 5.4 DEBT CAPACITY AND AFFORDABILITY ANALYSIS

- Assess SUB's debt capacity and prudent borrowing limits
- Evaluate debt service coverage, key financial ratios, and affordability impacts on ratepayers

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- Recommend sustainable debt strategies consistent with long-term financial objectives

### 5.5 DEBT AUTHORIZATION AND ELECTION SUPPORT

- Evaluate financing capacity and borrowing authority constraints under applicable law, governing documents, and charter limitations
- Develop financing scenarios and contingency analyses based on alternative voter authorization outcomes, including both successful and unsuccessful ballot measure results
- Evaluate impacts of alternative financing structures and voter authorization outcomes on utility rates, debt service coverage, reserves, project scope, and project implementation timing
- Assist in development of financing schedules and implementation timelines coordinated with anticipated election dates, funding applications, and project milestones
- Provide technical financial information and supporting analyses for public information materials and stakeholder discussions, as permitted by Oregon law
- Coordinate, as needed, with bond counsel, legal counsel, engineers, communications consultants, and other project advisors regarding debt authorization and financing implementation strategies
- Services to be limited to financial, technical, and informational support and not include political consulting or campaign advocacy services.
- The Financial Advisor shall not coordinate, manage, or participate in any voter outreach, advocacy, or campaign activities related to ballot measures.

### 5.6 FINANCING IMPLEMENTATION SUPPORT

- At SUB's request, the Financial Advisor may provide support related to financing implementation activities, including coordination with bond counsel, lenders, underwriters, rating agencies, trustees, state and federal funding agencies, and other financing team participants.
- Services may include:
  - Assistance with financing schedules and implementation planning
  - Review and evaluation of proposed financing structures and repayment scenario
  - Coordination of financing-related due diligence and information request
  - Support for credit rating presentations and investor-related materials
  - Assistance reviewing financing documents, cash flow projections, and debt service schedule
  - Coordination with SUB staff, engineers, legal counsel, and other project advisors regarding financing implementation activities
- The Financial Advisor shall serve solely in an independent advisory capacity and shall not provide municipal bond underwriting, bond purchase, placement agent, or broker-dealer services under this agreement.

### 5.7 RATE AND REVENUE ANALYSIS

- Evaluate revenue sufficiency to support the project and ongoing operations
- Model potential rate adjustments and revenue strategies if necessary
- Recommend approaches that align with financing plans and long-term sustainability

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### 5.8 RISK ASSESSMENT AND FINANCIAL POLICIES

- Identify financial risks, including interest rate, refinancing, and operational risks
- Recommend mitigation strategies and reserve practices
- Review and advise on financial policies to support sustainable operations

### 5.9 COMPLIANCE AND REGULATORY REVIEW

- Review funding alternatives and financial strategies for compliance with applicable federal, state, and local regulations, including municipal finance and securities laws
- Coordinate as needed with SUB legal counsel for regulatory compliance

### 5.10 BOARD AND STAKEHOLDER SUPPORT

- Prepare materials and presentations for SUB Board and other stakeholders
- Attend meetings as requested to explain analysis and recommendations
- Provide executive-level summaries of financial findings

### 5.11 TYPICAL SERVICES AND DELIVERABLES

The Financial Advisor shall provide analyses, recommendations, memoranda, financial models, presentations, and other work products as requested by SUB throughout the term of the agreement. Services and deliverables may vary depending on project needs, financing activities, Board direction, funding opportunities, and regulatory requirements.

SUB expects the selected firm to maintain an actively updated financial model throughout the planning and financing phases, including updates reflecting changes in cost estimates, interest rates, and funding program availability.

Typical services and deliverables may include:

1. **Financial Advisory Memoranda** – Written analyses, recommendations, and technical memoranda addressing financing alternatives, funding strategies, debt management, rate impacts, affordability considerations, and other financial matters.
2. **Funding Alternatives Evaluations** – Comparative analyses of potential funding sources and financing mechanisms, including grants, loans, revenue bonds, general obligation bonds, and other legally available financing options.
3. **Financial Models and Forecasts** – Development, maintenance, and periodic updates of long-term financial models, forecasts, cash flow projections, debt service schedules, and scenario analyses.
4. **Debt Capacity and Affordability Analyses** – Evaluations of borrowing capacity, debt service coverage, reserve adequacy, ratepayer impacts, and long-term financial sustainability.
5. **Funding Strategy Recommendations** – Periodic recommendations regarding financing approaches, funding plans, implementation schedules, and related financial considerations.
6. **Rate and Revenue Analyses** – Evaluations of revenue sufficiency, rate impacts, financial policy considerations, and alignment of revenues with operational and capital funding requirements.

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7. **Risk Assessments and Financial Policy Support** – Analyses of financial risks, reserve practices, debt management policies, and other financial management strategies.
8. **Debt Authorization and Election Support Materials** – Financial analyses, scenario evaluations, technical memoranda, and informational materials supporting financing-related decision-making and public information efforts, as permitted by law.
9. **Financing Implementation Support** – Assistance with financing planning and implementation activities, including coordination with bond counsel, lenders, underwriters, rating agencies, funding agencies, and other financing team participants, as requested by SUB.
10. **Board and Stakeholder Support** – Preparation of presentations, executive summaries, meeting materials, and attendance at meetings, workshops, and public presentations as requested by SUB.
11. **Regulatory and Compliance Support** – Assistance evaluating financing strategies and funding opportunities for consistency with applicable legal, regulatory, and program requirements.
12. **Ongoing Advisory Services** – Financial analyses, consultation, technical support, and other municipal advisory services reasonably requested by SUB in connection with utility operations, capital planning, debt management, financing activities, and long-term financial planning.

### Notes:

- Services and deliverables may be requested on a recurring, periodic, or project-specific basis throughout the term of the agreement.
- Specific assignments may be authorized through task orders, work authorizations, or other written direction from SUB.
- Deliverables, level of effort, and schedules will be determined based on project needs, funding availability, and Board direction.
- This scope does not include municipal bond underwriting, bond purchase, or placement agent services.
- All financial models shall be delivered in commonly usable spreadsheet formats (e.g., Excel) with fully transparent formulas and assumptions.

### 5.12 OPTIONAL SERVICES

At SUB’s discretion, additional related financial advisory services may be authorized through contract amendment or task order. Optional services may include, but are not limited to:

- Credit rating agency support and presentations
- Assistance with state or federal loan applications and negotiations
- Debt issuance planning and financing implementation support
- Refinancing or restructuring analyses
- Cash flow forecasting and interim financing analysis
- Reserve policy and financial policy development
- Additional Board, stakeholder, or public financial presentations
- Other related municipal financial advisory services requested by SUB

Authorization of optional services shall be subject to SUB approval, project needs, funding availability, and applicable procurement requirements.

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### ATTACHMENT C – PROJECT OVERVIEW

This attachment provides background and high-level context regarding the McKenzie River Water Supply Project, which is the primary near-term capital initiative anticipated under this engagement. SUB may identify and advance additional capital projects during the term of the agreement, which will also be included within the Financial Advisor’s scope of services as authorized.

### MCKENZIE RIVER WATER SUPPLY PROJECT (CONTEXT SUMMARY)

#### McKenzie River Intake, Raw Water Pump Station, and Membrane Water Treatment Plant

After years of planning the Springfield Utility Board (SUB) is moving forward with the new McKenzie River Water Supply Project to improve resilience and prepare for future growth. The new supply system includes an intake, raw water pump station, pipelines, and a membrane filtration water treatment plant (WTP). The ultimate 23.2 million-gallons-per-day (MGD) system will be built in three phases and include Fish and Wildlife flows for Cedar Creek to mitigate Thurston wellfield pumping. Expedient completion of the project is desired to demonstrate beneficial municipal use of McKenzie River water and to support water rights certification and security.

The construction of the McKenzie River Water Supply Project will demand substantial capital over the next five years. The anticipated capital requirements are outlined below.

PROJECTED CAPITAL CASH FLOW (SUBJECT TO REFINEMENT)		
2027	\$	69,600,000
2028		68,400,000
2029		33,250,000
2030		600,000
<b>TOTAL</b>	<b>\$</b>	<b>171,850,000</b>

These figures are preliminary estimates and subject to refinement as design, permitting, and funding strategies are developed.



## **Exhibit A**

### **INDEPENDENT CONTRACTOR STATUS**

Independent contractor states and represents that contractor is an independent contractor as that term is defined in Oregon Revised Statute 670.600 and more specifically represents, states and agrees that in providing the services and scope of work specified in this contract:

1. Independent contractor provides services for remuneration; and
2. Independent contractor is free from direction and control over the means and manner of providing the services and scope of work subject only to the right of SUB to specify the desired results; and
3. Independent contractor is customarily engaged in an independently established business; and
4. Independent contractor is licensed within the state of Oregon to provide any services for which a license is required under ORS Chapter 671 or 701 and is responsible for obtaining other licenses or certificates necessary to provide the service or scope of work; and
5. Independent contractor complies with at least five of the following requirements:
  - (a) A business location is maintained that is separate from the business or work location of SUB; or is in a portion of the independent contractor's residence and that portion is used primarily for the business.
  - (b) The independent contractor bears the risk of loss related to the provision of services or scope of work such as entering into a fixed price contract, defective work is required to be corrected, the services provided are warranted or indemnification agreements, liability insurance and performance bonds and errors and omissions insurance are provided.
  - (c) Contracted services for two or more different persons or entities within a twelve month period have been obtained, or routinely engaged in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - (d) Significant investment in the business has been made such as purchasing tools or equipment, paying for premises or facilities where services are provided, paying for licenses, certificates or specialized training.
  - (e) Possesses authority to hire other persons to assist in providing their services and has the authority to fire those persons.
6. Independent contractor will immediately inform SUB in the event that it fails to conduct its services in one or more particulars as represented in 1 through 5 above.



**EXHIBIT B**  
**SPRINGFIELD UTILITY BOARD**  
**Standard Public Contract Provisions**

**GOODS AND SERVICE:**

1. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this Exhibit are standard to SUB contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to a specific contract.
2. **DEFINITIONS:** “Contract” means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any, the purchase order or price agreement document.  
  
“Contractor” means an Independent Contractor, person or organization with which Springfield Utility Board (SUB) has contracted for the purchase of goods the terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous; “ORS” means the Oregon Revised Statutes;  
  
“SUB” means the agency making the purchase and is synonymous with “Buyer” as used in ORS Chapter 72. “SUB” also means an Oregon Cooperative Procurement Program (ORCPP) member if the purchase is being made under the State’s cooperative purchasing program authorized by ORS 190.240.
3. **WORKERS’ COMPENSATION:** The Independent Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Worker’s Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers’ compensation coverage that satisfies Oregon law for all their subject workers unless exempt.
4. **PROMPT PAYMENT:** Make payment promptly, as due, to all persons supplying Independent Contractor labor or material for the performance of the work provided for in this Agreement. ORS 279B.220(1). For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the State Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against SUB thereof; and (v) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. **NO LIENS:** Not permit any lien or claim to be filed or prosecuted against the state, county, City of Springfield, Springfield Utility Board, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
6. **REVENUE/WITHHOLDING:** Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4).
7. **MEDICAL CARE:** Promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Independent Contractor, of all sums which Independent Contractor agrees to pay for such services and all moneys and sums which Independent Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services. All employers shall comply with ORS 656.017 unless the employer is exempt under ORS 656.126. ORS 279B.230.
8. **HOURS OF LABOR:** No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
  - (a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
  - (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days; and
  - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

9. OVERTIME: If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
10. WORK ON LEGAL HOLIDAYS: If this agreement is for services, all persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).
11. COMPLIANCE WITH TAX LAWS:
  - a) Contractor's Compliance with Tax Laws. Independent Contractor must, throughout the duration of this Contract and any extensions, comply with all federal and state tax laws and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all laws and regulations of the state, county, or city imposing and collecting such taxes including, but not limited to, income and property taxes.

Any violation of this Section 11 shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Section 11B of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle SUB to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. SUB shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, SUB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

- b) Contractor's Representations and Warranties. Contractor represents and warrants to SUB that Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:
    - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
    - ii. Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, to Independent Contractor's property, operations, receipts, or income, or to Independent Contractor's performance of or compensation for any work performed by Independent Contractor.
    - iii. Any tax provisions imposed by a political subdivision of this state that applied to Independent Contractor, or to goods, services, or property, whether tangible or intangible, provided by Independent Contractor; and
    - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
12. DELIVERY: All deliveries shall be FOB destination with all transportation and handling charges paid by Independent Contractor, unless otherwise specified in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to SUB except as to latent defects, fraud and Contractor's warranty obligations.

13. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by SUB at times and places determined by SUB. If SUB finds goods furnished to be incomplete or not in compliance with solicitation specifications, SUB may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by SUB, SUB may reject the goods and cancel the contract in whole or in part. Nothing in this Section shall in any way affect or limit SUB's rights as buyer, including the right and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
14. **WARRANTIES:** Unless otherwise stated, all goods shall be new and the current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacturer and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are incorporated in this contract. All warranties shall run to SUB.
15. **NO RESTRICTIONS/LIENS:** Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to SUB under this Contract, and Independent Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to SUB free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.
16. **CASH DISCOUNT:** If SUB is entitled to a cash discount, the period of computation shall commence on the date of the entire order is delivered or the date the invoice is received, whichever is later.
17. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by SUB at its discretion. SUB may cancel an order for goods at any time with written notice to Independent Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by SUB. If this contract is so terminated, Contractor shall be paid in accordance with the terms of this contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).
18. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. SUB may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.
19. **BREACH OF CONTRACT:** Should Independent Contractor breach any of the provisions of this contract, SUB reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by SUB as a result of Contractor's breach of contract including but not limited to incidentals and consequential damages, as provided in ORS 72.7110 to 72.7170. Contractor shall be subject to disqualification on SUB contracts, as provided in ORS Chapter 279B and OAR Chapter 137.
20. **HOLD HARMLESS AND INDEMNIFICATION:** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Contractor, SUB, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other causes whatsoever. The Contractor shall assume defense of, indemnify and save harmless SUB, its officials, agents, and employees from all claims, liability, loss, damage, and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of SUB connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Contractor shall not be liable for nor be required to defend or indemnify, SUB relative to claims for damage or damages resulting solely from acts or omissions of SUB, its officials, agents, or employees. The absence of or inadequacy of the liability insurance required of Independent Contractor shall not negate Contractors obligations in this Section.
21. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of SUB.
22. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held invalid.
23. **WAIVER:** Failure of SUB to enforce any provisions of this contract shall not be a waiver or relinquishment by SUB of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

24. ASSIGNMENT/SUBCONTRACTS/SUCCESSORS: Independent Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of SUB. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to SUB under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties of the contract and their respective successors and assigns.
25. SAFETY DATA SHEET (SDS): In accordance with the OR-OSHA Hazard Communication Rules in OAR Chapter 437, Division 155, Contractor shall provide SUB with a SDS for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 which adopts by reference 29 CFR 1910.1200(g). In addition, Contractor must label, tag or mark such goods.
26. SUB PAYMENT OF CONTRACTOR CLAIMS: If Independent Contractor fails, neglects or refuses to pay promptly when due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, SUB may pay such claims and charge the amount of the payment against funds due to the Contractor under this contract. The payment of a claim by SUB pursuant to this Section 26 shall not relieve the Contractor or surety, if any, from obligation with respect to any unpaid claim.
27. SAFETY AND HEALTH REQUIREMENTS: Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.
28. NONDISCRIMINATION: Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations. Contractor shall not discriminate against anyone on the basis of race, religion, physical or mental disability, sex, color, age, sexual orientation, national origin, marital status or association with anyone of a particular race, color, sex, national origin, sexual orientation, marital status, age or religion. Contractor shall not discriminate against minority, women or emerging small business enterprises in the awarding of subcontracts. Contractor's execution of the Agreement shall also constitute certification that Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs disabled veterans as defined in ORS 408.225 in obtaining any required subcontracts. ORS 279A.110.
29. COMPLIANCE WITH APPLICABLE LAWS: Independent Contractor shall comply with all applicable federal, state and local laws, codes, regulations and ordinances, as well as Springfield Utility Board policies which are relevant to the performance of this contract.
30. AWARD TO FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. SUB shall withhold final payment under this contract until Contractor has met this requirement.
31. LAWN AND LANDSCAPING MAINTENANCE: If this Agreement is for lawn and landscaping maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste materials at an approved site, if feasible and cost effective. ORS 279B.225.
32. GOVERNING LAW, JURISDICTION, VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of laws, rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between SUB and the Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon. Provided, however, if the claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

**PUBLIC IMPROVEMENT: If this is a contract for a public improvement, Contractor shall comply with all applicable provisions above incorporated herein as though fully set forth and the following additional requirements.**

33. STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions printed on this Exhibit are standard to SUB contracts for public improvements. There also may be special terms and conditions in an Invitation to Bid or Request for Proposal which apply to a specific contract.
34. CONSTRUCTION CONTRACTOR'S BOARD NOT QUALIFIED LIST: No Independent Contractor or subcontractor shall appear on the "List of Contractors Not Qualified to Hold Public Contracts" list as specified in ORS 701.227(4).
35. DRUG TESTING: The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

36. **SUB PAYMENT OF CONTRACTOR CLAIMS:** If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing SUB, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515. The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
37. **DEMOLITION:** If this agreement is for demolition, the Contract shall also contain the condition that Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1).
38. **PAYMENTS REQUIRED BY ORS 279C.505 and 279C.530:** Contractor shall (i) pay promptly, as due, to all persons supplying labor or material; (ii) pay all contributions or amounts due the State Industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against SUB thereof; and (v) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167, and all payments required by ORS 279C.530 regarding medical, surgical and hospital care, or other needed care and attention for the employees of such contractor.
39. **SUB BONDING:** If the contract exceeds \$100,000 or if requested by SUB as part of any competitive bid, quote, or request for proposal, the Contractor shall file with SUB at the time of execution of this Contract both a Performance Bond and Payment Bond issued by a bond company acceptable to SUB (forms enclosed) in the amounts of one hundred percent (100%) of this Contract, which shall be in force for one (1) year after the date of SUB's acceptance of the work, to cover all guarantees against defective workmanship and materials and execution of and in accordance with this Contract, and to guarantee payment to all persons supplying labor and materials for the construction of the work. Failure to maintain the proper bonding shall be grounds for immediate termination of the Contract.
40. **NOTICE:** In the event that total cost of the contract does not initially exceed \$50,000 but during the scope of work increases through amendments, change orders, additions, supplements, other contracts, or through any other reason or process, formal or informal, planned or unplanned, to an amount greater than \$50,000 then the entire contract is covered under the requirements of the prevailing wage rate law as described below.
41. **PREVAILING WAGE RATE:**
- a) **BOLI:** If this Agreement is for more than \$50,000 and is for a public works project, the Independent Contractor and any subcontractors shall comply with all applicable provisions of ORS 279C.800 through 279C.870 and pay all workers not less than the prevailing rate of wage as established by the Oregon Bureau of Labor and Industries (BOLI). The most recent copy of the BOLI prevailing wage rate booklet shall be found at [www.oregon.gov/boli/whd/pwr](http://www.oregon.gov/boli/whd/pwr). Public works project includes but is not limited to roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is to serve the public interest. (ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)).
- b) **PROMPT PAYMENT:** If the Independent Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Independent Contractor or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of SUB may pay such claim and charge the amount of the payment against funds due or to become due the Independent Contractor by reason of the contract (ORS 279C.515 and OAR 839-025-0020(2)(a)).
- c) **HOURS:** No person will be employed for more than ten (10) hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person(s) so employed must be paid at least time and one-half the regular rate of pay for all time worked. ORS 279C.540(1). These specific requirements are set forth in OAR 839-025-0020(2)(b)(A), (B), and (C).
- d) **NOTICE:** The Independent Contractor shall give written notice to employees who work on a public works contract, either at the time of hire or before commencement of work on the contract, by posting a notice in a location frequented by employees, or the number of hours per day and days per week that the employees may be required to work (ORS 279C.520(2) and OAR 839-025-0020(2)(c)).
- e) **PAYMENT SCHEDULE:** The Independent Contractor must make payment daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b).

f) **WAGE DEDUCTION:** The Independent Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Independent Contractor, of all sums which the Independent Contractor agrees to pay for such services and all monies and sums which the Independent Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, Contractor Agreement for the purpose of providing or paying for such service (ORS 279C.530 and OAR 839-025-0020(2)(d)).

g) **PUBLIC WORKS BOND:** The Independent Contractor shall have a public works bond filed with the Construction Contractor's Board before starting work on the project unless exempt under ORS 279C.836(4), (7), (8) or (9). (ORS 279C.836(1); OAR 839-025-0020(2)(e)). **NOTE:** Exemption (8) provides an election to Independent Contractor to not file a Public Works Bond for any project for which the contract price does not exceed \$100,000.

h) **SUBCONTRACTOR/PUBLIC WORKS BOND:** The Independent Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractor's Board, and before permitting a subcontractor to start work on the project shall verify such filing unless exempt under ORS 279C.836(4), (7), (8), or (9). (ORS 279C.836(2); OAR 839-025-0020(2)(e)(B)).

i) **HIGHEST WAGE:** If the project is subject to both ORS 279C.800 – ORS 279C.870 and to the Davis-Bacon Act (40 U.S.C. 314 et seq.), the Independent Contractor and all subcontractors must provide that the employee who the Independent Contractor, subcontractor, or other person is a party to the contract uses in performing all or part of the contract shall be paid the higher of the applicable state or federal prevailing rate of wage (ORS 279C.830(1)(d) and OAR 839-025-0020(3)(b)).

j) **ELIGIBLE CONTRACTOR REQUIRED:** As specified in ORS 279C.860 no Contractor, Subcontractor, or any firm corporation, partnership, or association in which the Contractor or Subcontractor has a financial interest who appears on the list of Contractors eligible to receive Public Works Contracts, as established by the Bureau of Labor and Industries, shall perform work under this contract. By signing this Contract, the Independent Contractor certifies that neither the Independent Contractor nor any Subcontractor who will perform work under this contract, appears on the most current list of Contractors Ineligible to Receive Public Works Contracts.

k) **CERTIFIED PAYROLL:** As specified in ORS 279C.845, the Independent Contractor or the Independent Contractor's surety and every Subcontractor or the Subcontractor's surety shall file certified statements with SUB in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Independent Contractor or the Subcontractor has employed upon the public works, and further certifying that no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract. The certificate and certified statement shall be verified by the oath of the Independent Contractor or the Independent Contractor's surety or Subcontractor or the Subcontractor's surety that the Independent Contractor or Subcontractor has read the certified statement and certificate and knows the contents thereof and that the same is true to the Independent Contractor or Subcontractor's knowledge. Certified statements (also referred to as certified payroll reports) shall be submitted to SUB no later than the 5<sup>th</sup> day of the following month for which the certified statement and certificate are being presented. This information must be submitted to SUB and also retained by the Independent Contractor and Subcontractor(s) for three years.

42. **FEES TO BE PAID:** The Contractor shall pay all sums of money withheld from his or her employees and payable to the Department of Revenue pursuant to Oregon Revised Statutes.

The Contractor shall promptly pay all contributions or amounts due the State Industrial Accident Fund, or private carrier of accident insurance, from such Contractor or Subcontractor incurred in the performance of the Contract. If a private carrier is used, the Contractor shall notify the Engineer as to the carrier's name and address before commencement of work.

43. **ENVIRONMENTAL MATTERS:** In compliance with ORS 279C.525, the Contractor is made aware that the following federal, state, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of SUB contracts. This is not intended to be a complete listing of agencies. Other agencies may have enacted ordinances or regulations that may apply.

If the Contractor is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited in the Contract or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of natural resources occurring after the submission of the successful quote, the contracting agency may, at its discretion, terminate the Contract, complete the work itself; use non-agency forces already under contract with SUB, require that the underlying property owner be responsible for cleanup, solicit quotes for a new contractor to provide the necessary services or issue the Contractor a change order setting forth the additional work that must be undertaken.

If the Contractor encounters a condition not referred to in the Invitation to Bid documents, not caused by the Contractor or any subcontractor employed on the project and not discoverable by a reasonable pre-bid visual site inspection, and the condition

requires compliance with the ordinances, rules or regulations referred to under this regulation, the contractor shall immediately notify SUB of the condition.

FEDERAL AGENCIES

Department of Agriculture  
Forest Service  
Soil Conservation Service  
Department of the Army Corps of Engineers  
Coast Guard  
Department of Health and Human Services  
Department of the Interior  
Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Outdoor Recreation  
Department of Commerce

Fish and Wildlife Services  
Office of Surface Mining  
Reclamation and Enforcement  
Bureau of Reclamation  
Department of Labor  
Occupational Safety and Health Administration  
Mine Safety and Health Administration  
Department of Transportation  
Federal Highway Administration  
Environmental Protection Agency

STATE AGENCIES

Department of Agriculture  
Department of Energy  
Department of Environmental Quality  
Department of Fish and Wildlife  
Department of Forestry  
Department of Geology and Minerals

Department of Human Services  
Land Conservation and Development Commission  
Division of State Lands  
State Soil and Water Conservation Commission  
Water Resources Department  
Oregon Department of Transportation

LOCAL AGENCIES

Common Council, City of Springfield  
Environmental Services, City of Springfield  
Board of Commissioners, Lane County  
Lane Regional Air Protection Agency  
Willamalane Park & Recreation District  
Rainbow Water District

Planning Commission, City of Springfield  
Development Services Department, City of Springfield  
Planning Commission, Lane County  
Springfield Utility Board  
Springfield Downtown & Glenwood Urban Renewal Districts

44. INDIAN GRAVES AND PROTECTED OBJECTS: The Contractor warrants that it will observe all applicable requirements of ORS 97.740 et. seq. regarding Indian Graves and Protected Objects (ORS 358.905-.961 and ORS 390.235-.240).

In the event the Contractor any of its Subcontractors or agents discover, become aware of, or find any Native Indian Artifacts, sites, human remains, or funerary objects on the real property on which the Contractor is fulfilling this Contract, the Contractor will immediately notify SUB. Such artifacts may include by not limited to charred and cracked rocks or charcoal layers of soil indicating a hearth or oven, stone chips of obsidian and other colored rocks, stone bowls, arrow and spear points, stone tools, and bone fragments. All artifacts found shall be turned over the SUB for appropriate disposition in accordance with applicable law. Upon receipt of notification, SUB will retain a consultant archeologist to conduct an initial assessment of significance of the find. The Contractor and SUB will work together to comply with all applicable requirements of ORS 97.740 et. seq. in a manner which has least impact upon the construction schedule. If compliance requires some adjustment of the construction schedule, the Contractor and SUB shall make reasonable adjustments.



## EXHIBIT C INSURANCE COVERAGE REQUIRED

Unless modified by written agreement with Springfield Utility Board (SUB) Independent Contractor's working for SUB are required to have the following insurance coverage as stated below:

**1. General Insurance.**

a. **Commercial General Liability Insurance.** The Independent Contractor shall maintain in force for the duration of this Agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury, property damage, and personal injury. The policy will be endorsed with a "per project" aggregate endorsement. Coverage shall be occurrence basis only.

Independent Contractors who provide computer consulting services or who provide solely grounds maintenance services shall at all times carry commercial general liability for at least **\$500,000** per occurrence and at least **\$2 Million** in the aggregate, for Bodily Injury, Property Damage, and Personal Injury.

b. **Automobile Liability Insurance.** Contractor will at all times carry Automobile Liability (owned, non-owned, and hired) Insurance in the amount of **\$2 Million** per occurrence for bodily injury and property damage. Contractors who provide computer consulting services or who provide solely grounds maintenance services will at all times carry Automobile Insurance for at least **\$500,000** per occurrence and at least **\$2 Million** in the aggregate for Bodily Injury, Property Damage and Personal Injury.

c. **Additional Named Insured.** SUB, its employees, official and agents will be named as Additional Insured's where operations are being conducted related to this Contract, on the Commercial General Liability and Automobile Liability policies as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. SUB's additional insured status for Products and Completed Operations hazards shall extend for at least one year beyond the completion of the project. This insurance will be primary over any insurance SUB may carry on its own. If SUB requires Professional Liability coverage, the Risk Manager must approve the terms, conditions and limits prior to commencement of any work.

**2. Workers' Compensation.** No Workers' Compensation Insurance has been or will be obtained by SUB for Contractor or Contractor's employees and subcontractors. Contractor shall provide its own Workers' Compensation Insurance coverage if required by law (ORS 656.017 and 701.035(5)) and provide SUB with evidence of such coverage. If the Contractor is exempt from this coverage, a written statement signed by the Contractor explaining the reason for the exemption will be provided to SUB prior to the commencement of any work and Contractor shall assume full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance or services and will hold SUB harmless from and against liability for any industrial accidents that occur.

**3. Professional Liability/Errors and Omissions Insurance.** Independent Contractors who provide professional services shall at all times maintain a Professional Liability/Errors and Omissions type insurance policy with limits of at least **\$500,000**, and automobile liability insurance of at least **\$2 Million** per occurrence for bodily injury and property damage. If this policy is a "claims made" type policy, the policy type and company shall be approved by SUB prior to commencement of any work under this contract.

**4. Course of Construction and/or Installation Floater.** In the event requested by SUB in the contract Specifications, due to unique requirements, or in the event the Independent Contractor requests advance payment by SUB for the purchase of materials, the Independent Contractor shall provide Course of Construction/Installation Floater insurance in an amount equal to the value of the advance payment requested. The policy shall provide coverage for all risks and shall be approved by SUB as to terms, conditions, and form covering the replacement cost of the applicable materials prior to the release of payment. The policy shall name SUB as Loss Payee. The coverage shall be maintained in full force for the duration of this Contract. SUB, at its option, may elect to obtain additional coverage.

**5. Evidence of Coverage.** Evidence of the required insurance coverages issued by an insurance

company satisfactory to SUB shall be provided to SUB by way of a SUB approved certificate of insurance before any work or services commence.

**6. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify SUB 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Contractor shall provide written notice to SUB within 2 calendar days after the Contractor becomes aware that their coverage has been canceled. Regardless of what circumstances caused Contractors insurance coverage to cease or be modified, it is the contractor's responsibility to notify SUB. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract.

**7. Equipment and Material.** Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**8. Subcontractors.** Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general contractor in this contract. Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.

**9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from SUB contracting representative. Specific exception is hereby provided as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(SUB Representative's Initials \_\_\_\_\_) (Independent Contractor's Initials \_\_\_\_\_)

**10. Asbestos Abatement** (Only applicable to contracts where asbestos maybe present)  
The commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:

- a. A full occurrence form, or
- b. A limited occurrence form with at least a three-year (3) tail, or
- c. A claim made form with a three-year (3) tail.

**11. Railroad Protective Liability Coverage.** If work being performed under this Contract is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage) Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by SUB.

**12. Oregon Governmental Tort Claims Act.** Independent contractor understands that SUB is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that SUB'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in these insurance requirements may be modified at SUB's request to conform to such limits. Independent contractor and SUB shall sign an amendment to this Agreement incorporating such modification.

FAILURE TO MAINTAIN PROPER INSURANCE OR PROVIDE NOTICE OF CANCELLATION OR MODIFICATION SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT.

(September 21, 2016)