



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

Solicitation for Professional Services for Land Development Cost Analysis Reports

Overview

The City of McMinnville (City) is working within state-law to identify housing, employment, and public/semi-public land needs in order to update to its comprehensive land use plan. This effort may result in an amendment to the McMinnville Urban Growth Boundary (UGB). As part of the process, the City is seeking professional assistance to establish planning level information about the cost to develop housing on sites that one might find in the McMinnville urban area. The City intends to hire firms or individuals with experience developing housing projects in the Willamette Valley. Interested firms and individuals should respond to this solicitation in an e-mail not later than 6/3/2020.

The City intends to select up to four qualified respondents to prepare reports. An on-line meeting will be held for prospective respondents to review timelines, performance requirements, formatting, and other report elements on Thursday June 4 at 1:00 P.M. Instructions to join the meeting will be sent to those who express interest.

Submission of Interest and Qualifications

Interested individuals and firms should submit an e-mail with Development Cost Reports in the subject line to the following address: cdc.planning@mcminnvilleoregon.gov Include the following information in the body of the message.

- Name of firm/individual.
- Address and contact information, including e-mail and phone number.
- Summary of three recent or on-going residential housing development projects, emphasizing projects in medium size Oregon cities like McMinnville.
- List affiliations with professional associations related to housing development.
- List a preference for analyzing either single family housing or multi-family housing product.
- Include a statement that the respondent is able to prepare the requested services within the project timeframe.

Selection Criteria

Qualified firms/individuals will demonstrate success designing and building housing projects and especially with housing products that are affordable to middle, moderate, and lower income households. Criteria include:

- Experience developing housing products targeting middle and moderate income households – up to 50 points
- Experience developing housing projects in the mid-Willamette Valley – up to 20 points
- Proposed timeline for responding to the solicitation and preparing reports – up to 20 points
- Experience developing housing projects with financing that includes public and non-profit project participants. – 10-points



Service Summary

Selected firms will prepare three “desk-top” reports, one for each of three model 5-acre development site. The three development sites are hypothetical land parcels, but are illustrative of site conditions that may be found in the McMinnville area. There are several “what if” questions for each development option. The reports must include a concept plan in plan-view, a table that summarizes the cost analysis, and a one to two page accompanying narrative. Firms shall assume that the development sites:

- are 5-acres in size;
- are vacant undeveloped land;
- are within or adjacent to City-limits;
- may be approved through an administrative review process;
- are accessible from a public road;
- have adjacent access to municipal water and sewer service;
- have the land values shown in Table 1;
- are zoned for and are unconstrained by deed or covenant for the proposed use;
- are subject to fees set forth in Attachment 2.

Table 1 – Development Report Scenarios lists the name and conditions for each model site. The three sites primarily differ with respect to slope, soil condition, and tree coverage.

Attachment 1 – Development Site Parameters shows dimensions and slope orientation for the three model development sites. Attachment 2 – Fee Schedule includes a summary of the applicable fees related to development approval. Respondents should assume that land use and development approval may be secured through a single administrative review process. Site development regulations may be found on the City of McMinnville web-site at

Reports must include a simple concept plan showing building sites, local streets, stormwater facilities, common amenities, parking, and other development features. Costs and related assumptions should be tabulated on one page. Respondents should assume a “medium-value” finish level for all dwellings, unless market conditions demand a different finish. Include marketing and sales allowances. Finally include a brief one to two page narrative explaining the development product and challenges for each scenario. In the event a development option is not feasible for the target sale or rental price, respondents will estimate the land value, price, or subsidy needed to bring the project in line with market conditions. Variances from the assumed conditions will be summarized in each report.

Each site development report will answer the following questions.

1. Estimate the overall site development costs per acre. Tabulate site development costs for clearing/grading, roads, utilities, stormwater management, and building costs.
2. Estimate the rent/sale price at which a project becomes infeasible (i.e. the value that the market cannot support without subsidy).



3. Estimate the number of dwelling units the site can support and the cost per dwelling given the site conditions. For the single family alternatives, assume a dwelling size of 1500 sq. ft. and choose a preferred lot size between Subdivision 1 or 2. For an attached housing analysis, assume 850 sq. ft. for a 2 BR unit, assume a project mix and size for 1 and 3 bedroom options based on market conditions, and select between the apartment or townhome/four-plex option based on site and market conditions.
4. If development of a product is deemed challenging or infeasible for one or more of the sites, explain why. For example note if site conditions make development infeasible for a particular product or if the target cost for a product not achievable in the McMinnville market. Also explain what product(s) would work for the model sites.

Contracting and Compensation

Each selected professional will enter into a Professional Services Contract. An example is attached as EXHIBIT 1. The City will provide a stipend of \$2500 for each site report. Reports must be delivered in print and electronic format. Acceptable electronic formats include MS Word, Excel, Google Doc, or other common document software products approved by the City. Image files may be in .pdf, .jpg, or .gif format. Contact the Project Manager about acceptable CAD format if preferred.

City Reference Materials

Engineering/Building:

<https://www.mcminnvilleoregon.gov/engineering/page/engineering-applications-and-forms>

<https://www.mc-power.com/construction-specifications/>

<https://www.mcminnvilleoregon.gov/building/page/permit-applications>

Planning/Zoning:

<https://www.mcminnvilleoregon.gov/building/page/building-checklists>

<https://www.mcminnvilleoregon.gov/planning/page/current-projects-and-applications>

<https://www.mcminnvilleoregon.gov/planning/page/zoning-ordinance>



Table 1 – Development Site Report Scenarios






	Riverside	West Hills - North	West Hills South
Slope (NW to SE)	< 5%	~10%	+15%
Public access	West border	West border	West border
Soil	Alluvial silt/clay	Soft Soil/ liquefaction risk	Moderate to high landslide risk
Tree Cover	20%	20%	20%
Alternate Tree Coverage	50%	50%	50%
Land value *	\$122,650	\$58,900	\$61,425
Alternate land value	+ 20%	+ 20%	+ 20%
Single Family Options:			
Subdivision 1, or	7500 min lot size w/ target market price: \$360,000	7500 min lot size w/ target market price: \$360,000	7500 min lot size w/ target market price: \$360,000
Subdivision 2	4500 min lot size w/ target market price: \$360,000	4500 min lot size w/ target market price: \$360,000	4500 min lot size w/ target market price: \$360,000
Multi Family Options:			
Apartment Complex, or	≥ 20 du/acre; mix of 1, 2, and 3 bedroom units; two BR target rent: \$ 1100	≥ 20 du/acre; mix of 1, 2, and 3 bedroom units; two BR target rent: \$ 1100	≥ 20 du/acre; mix of 1, 2, and 3 bedroom units; two BR target rent: \$ 1100
Mix Townhomes/4-plexs	≥ 15 du/acre; 2 BR target rent: \$ 1100	≥ 15 du/acre; 2 BR target rent: \$ 1100	≥ 15 du/acre; 2 BR target rent: \$ 1100

* - land values were derived from a sample of assessor record land values for subject areas.



Attachment 1 – Development Site Parameters

Legend: 5' Contours

-  0-5%
-  5-10%
-  10-15%
-  15-25%
-  25%+






Riverside



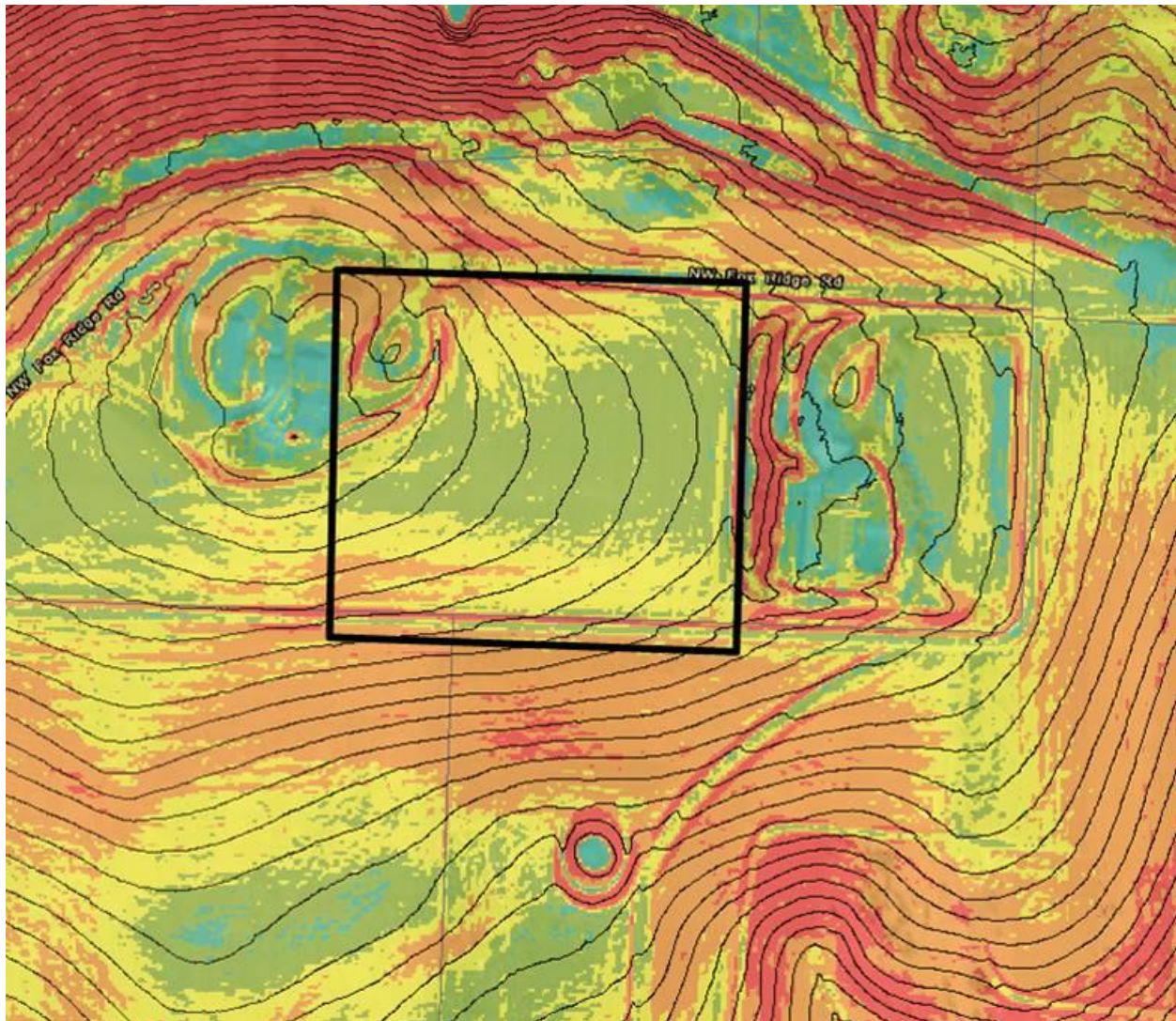


Attachment 1 – Development Site Parameters (Cont.)

Legend: 5' Contours

-  0-5%
-  5-10%
-  10-15%
-  15-25%
-  25%+






West Hills – North

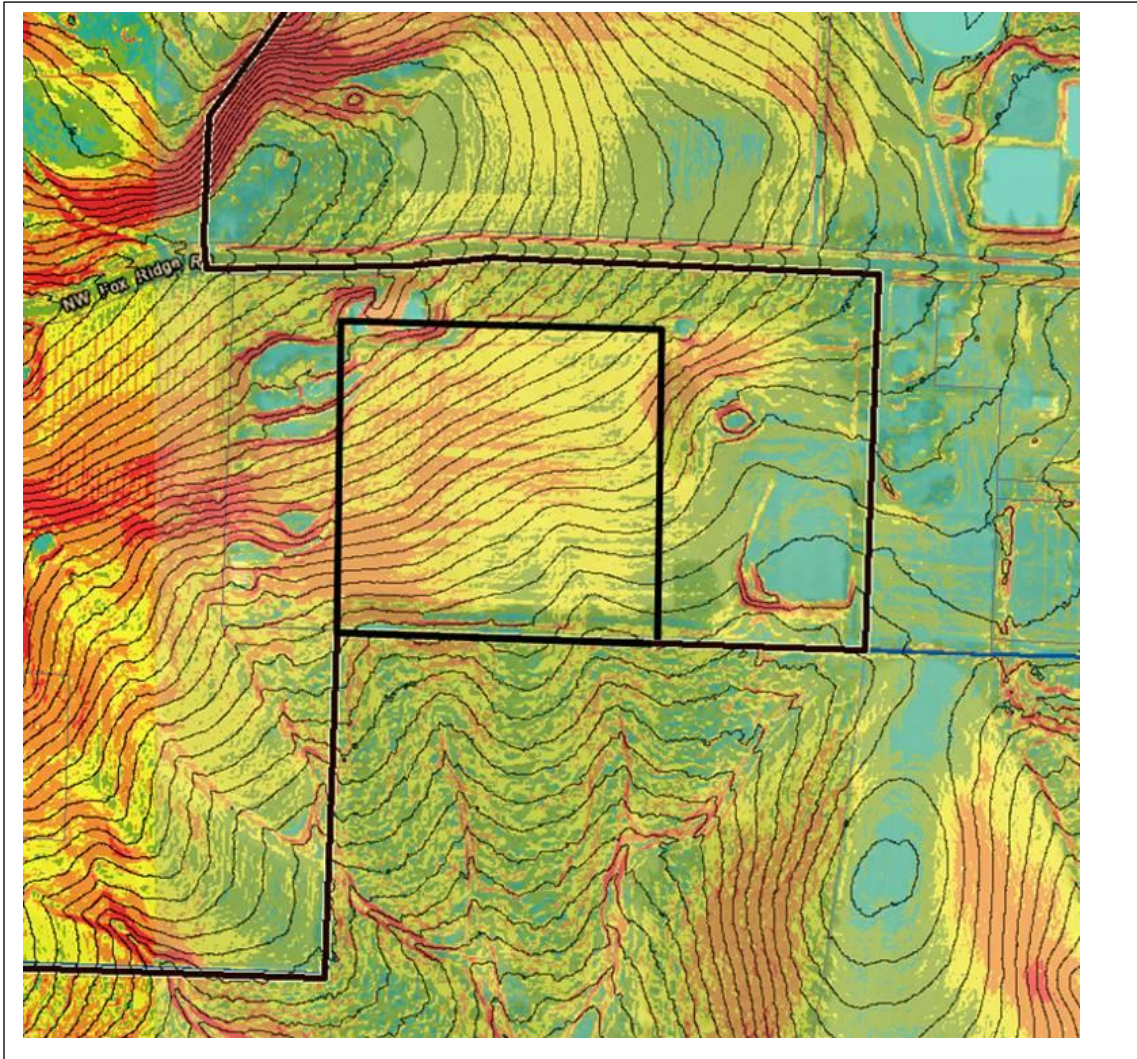




Attachment 1 – Development Site Parameters (Cont.)

Legend: 5' Contours

-  0-5%
-  5-10%
-  10-15%
-  15-25%
-  25%+





Attachment 2 – Fee Schedule

Current Planning Fees

Annexation	\$10,718.00
Expedited Land Division Application (Option):	
Partition	\$1,381.00
Subdivision (> 10 lots)	\$5,412.00
Appeal Deposit	\$330.00
Plus Per Lot Fees	\$26.00
Subdivision (> 10 lots)	\$4,639.50
Plus per lot fee	\$26.00
Interpretation of Code by Director	\$400.00
Landscape Review Plan	\$801.35
Site and Design Review:	
Multi-Family	\$1,632.80

Building Permit Fees

Residential Building Permit Review:	
Value > \$100,000	\$165.75
Mult-Family > \$100,000	\$585.65

Water/Electric Service Application	
Subdivision Lot	\$200
Apartment Bldg.	\$200

Systems Development Charges (per dwelling):	
Transportation	\$2,288
Sanitary Sewer	\$2,870
Parks	\$6,013



EXHIBIT 1

**CITY OF McMINNVILLE, OREGON
PERSONAL SERVICES CONTRACT**

With

Name of Company

For

Title of Contract

This Contract is between the CITY OF McMINNVILLE, a municipal corporation of the State of Oregon (City) and **Name of Company** (Contractor). The City's Project Manager for this Contract is DJ Heffernan, Planning Project Manager for the City of McMinnville.

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on **Insert Date**.

- 2. Statement of Work.** The work to be performed under this contract consists of the services described in Exhibit A, attached hereto and by this reference incorporated herein. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.

- 3. Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$ **_____**.



b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.

c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

4. **Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]



CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print):

Address:

Social Security #: _____

Federal Tax ID #: _____

State Tax ID #: _____

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.



Signed by Contractor:

Signature/Title

Date

NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been fully executed by the appropriate parties.

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee

Date

Reviewed:

City Attorney or Designee

Date



CITY OF McMINNVILLE

STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.

a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

2. Subcontracts and Assignment. Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.



4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

5. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(c) by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 5(c) by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.



c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records. Contractor will maintain, and the City and its authorized representatives will have access to, all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for the cost of copies is reimbursable by the City.

9. Ownership of Work. All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this contract is at the risk of the City.

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

12. Insurance. Contractor will provide insurance in accordance with Exhibit C.



13. Waiver. The failure of the City to enforce any provision of this contract will not constitute a waiver by the City of that or any other provision.

14. Errors. The Contractor will perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. Governing Law. The provisions of this contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

16. Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Merger Clause. THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



**EXHIBIT A
STATEMENT OF THE WORK**



EXHIBIT B COMPLIANCE WITH APPLICABLE LAW

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any

law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that 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. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits. (1) Except as provided in subsections (3) to (6) of this section, every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the contractor shall pay the employee at least time and a half pay for:

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.



(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins 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 contractor may require the employees to work.

(3) A public contract for personal services, as described in ORS 279A.055, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) A public contract for services at a county fair, or for another event that a county fair board authorizes, must provide that the contractor shall pay employees who work under the public contract at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. A contractor shall notify employees who work under

the public contract, either at the time of hire or before work begins on the public 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 contractor may require the employees to work.

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public 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 contractor may require the employees to work.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]



**EXHIBIT C
INSURANCE**

(The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required by City I am exempt. Signed _____

2. **Professional Liability** insurance with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least one year two years after the contract is completed.

Required by City Not required by City By: Handwritten Signature _____

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.

Required by City Not required by City By: Handwritten Signature _____

4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000, \$2,000,000, or \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.



Required by City Not required by City By: Handwritten Signature _____

5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.



EXHIBIT D

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met **(please check three or more of the following):**
 - A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person’s residence and that portion is used primarily for the business.
 - B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.



- C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
- E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature

Date

(Project Manager complete C below.)

[CONTINUED ON NEXT PAGE]



C. CITY APPROVAL

ORS 670.600 Independent contractor standards. As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an “independent contractor” if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager
Date

Signature