



Springfield Economic Development Agency

Agenda

City Hall

225 Fifth Street

Springfield, Oregon 97477

541-726-3700

Online at www.springfield-or.gov

Chair: Kori Rodley

Vice Chair: Victoria Doyle

Board Members

Sean VanGordon

Michelle Webber

Steve Moe

Beth Blackwell

Joe Pishioneri

David Loveall

City Manager:

Nancy Newton

City Recorder:

Allyson Pulido

541-726-3700

These meetings will be available via phone, internet using Zoom and in person. Members of the public wishing to attend these meetings electronically can call in or attend virtually by following the directions below. This information can also be found on the City's website.

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours' notice prior to the meeting.

Meetings will end prior to 10:00 p.m. unless extended by a vote of the Board.

All proceedings before the Springfield Economic Development Agency are recorded.

November 12, 2024

Tuesday

5:30 p.m. Regular Meeting
City Council Meeting Room

or

Virtual Attendance

Registration Required:

Attend from your computer, tablet or smartphone:

Zoom

Meeting ID: 893 1680 6549

https://us06web.zoom.us/webinar/register/WN_Ip2nHioORMGjg9Xe1rmaUQ

To dial in using your phone in Listen Only Mode:

Dial 1 (971) 247-1195

Toll Free 1 (877) 853-5247

Oregon Relay/TTY: 711 or 800-735-1232

CALL TO ORDER

ROLL CALL -- Board Members: VanGordon __, Webber __, Moe __, Rodley __, Blackwell __, Doyle __, Pishioneri __ and Loveall ____.

CONSENT CALENDAR

1. Minutes
2. Resolutions

COMMUNICATIONS

1. **Business from the Audience: Please limit comments to 3 minutes. Request to Speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others and the Board cannot engage in discussion/conversation with the individual providing comment/testimony.**
2. Correspondence
3. Business from the Staff

REPORT OF CHAIR

REPORTS OF COMMITTEES

PUBLIC HEARINGS - Please limit comments to 3 minutes. Request to speak cards are available at the entrance. Please present cards to City Recorder. Speakers may not yield their time to others.

NEW BUSINESS

1. Glenwood Residential Property Update
[Allie Camp] (10 minutes)

OLD BUSINESS

ADJOURNMENT

AGENDA ITEM SUMMARY	Meeting Date:	11/12/2024
	Meeting Type:	Springfield Economic Development Agency- Regular Meeting
SPRINGFIELD ECONOMIC DEVOPMENT AGENCY	Staff Contact/Dept:	Allie Camp, Economic Development Manager/City Manager's Office
	Staff Phone No:	
	Estimated Time:	10 Minutes

ITEM TITLE:

Glenwood Residential Property Update

ACTION REQUESTED:

Receive update for emergency procurement for contract with Staton Companies for demolition and site clearing of 11 vacant structures in the proposed future Glenwood Master Plan area.

ISSUE STATEMENT:

SEDA has relocated eligible residential tenants, and structures are currently vacant on the site. These structures ultimately need to be eliminated for future development. The vacancy of these structures has created an attractive nuisance that has resulted in concerns for health, safety, and property, and staff have proceeded with an emergency procurement considering weather and repeated need for boarding and security.

DISCUSSION/FINANCIAL IMPACT:

In the spring and summer of 2024, the Springfield Economic Development Agency (SEDA) successfully relocated eight families from City and SEDA-owned properties in the proposed future Master Plan Area in Glenwood. The relocation was completed in early September, and shortly after vacating the homes, staff shut off utilities, secured the windows and doors, and monitored the site regularly. Throughout September and October, structures have been secured multiple times, and trespassing continues to occur often days after being secured. More recently, private security has been hired to provide a presence on the site and minimize trespassing and break-ins.

The rapid decline of the homes and intensity of camping was not reasonably foreseen because staff were unaware of the effort trespassers would make in order to return and break into the structures. People accessing the vacant structures are subject to dangerous and unhealthy conditions due to the quality of the structures and the concern over the potential of fires indoors. Prompt action was required to execute a contract for demolition through an emergency procurement. Staff have established a contract with Staton Companies, Inc. to deliver the following scope of work:

- Survey for and properly dispose of hazardous materials;
- Obtain appropriate permits;
- Eliminate septic tanks;
- Demolish houses, salvage and dispose of materials;
- Backfill low areas, eliminate brush to leave a clear, visible area to manage.

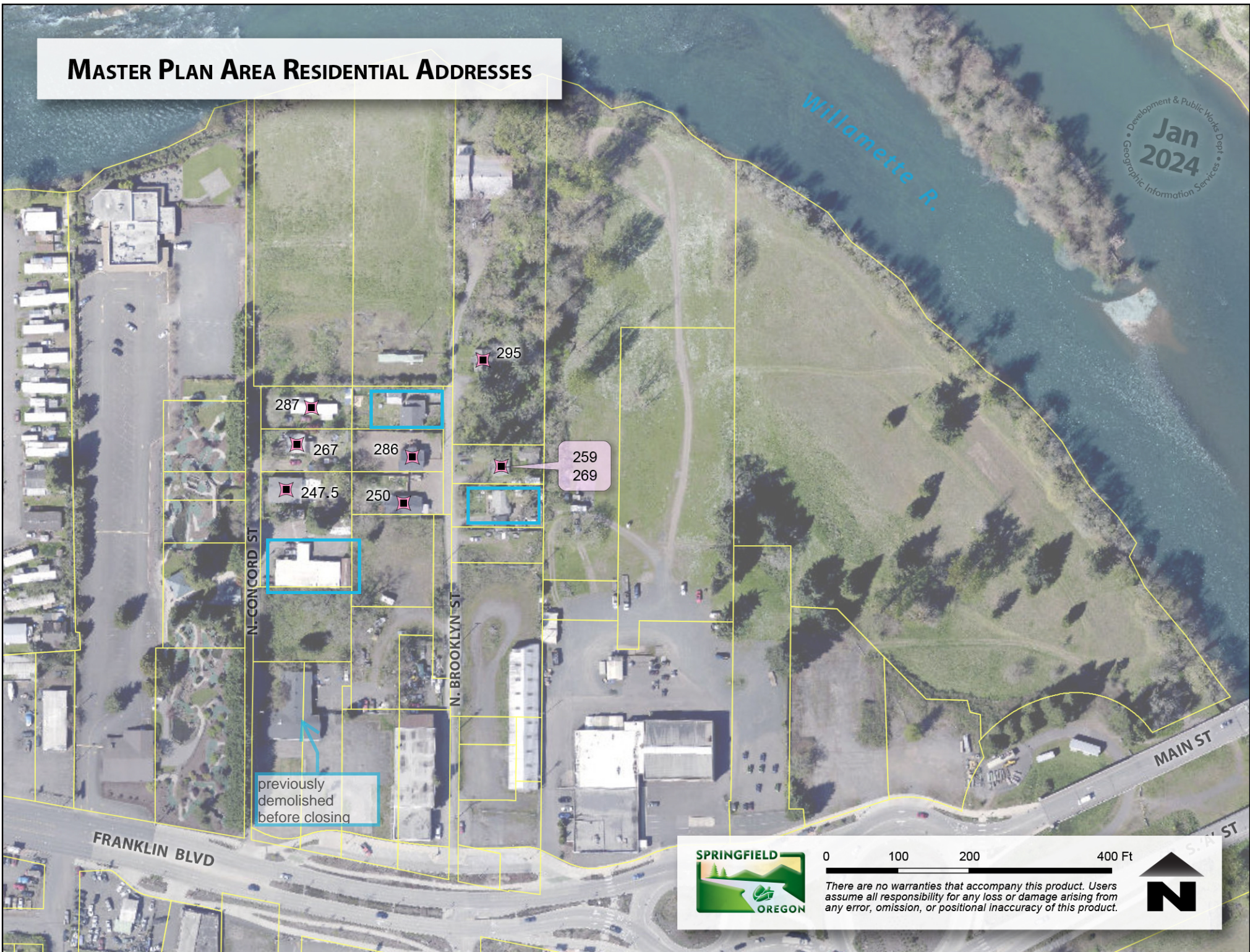
This scope of work will cover the removal of 11 vacant structures (ATT 1) and has a value not to exceed of \$179,504. The contract is included as Attachment 2 and Emergency Procurement Justification as Attachment 3. The work to clear the site has begun. Staff will provide an update on the demolition progress at the meeting.

Attachments

1. Vicinity Map
2. Contract #3774
3. Emergency Procurement Justification

MASTER PLAN AREA RESIDENTIAL ADDRESSES

Development & Public Works Dep.
Jan 2024
Geographic Information Services



0 100 200 400 Ft

There are no warranties that accompany this product. Users assume all responsibility for any loss or damage arising from any error, omission, or positional inaccuracy of this product.



SPRINGFIELD ECONOMIC DEVELOPMENT AGENCY
CONTRACT FOR SERVICES
Contract #C3774

Dated: 10-30-2024

Parties: Springfield Economic Development Agency, "SEDA"
an economic development agency of the City of Springfield
225 5th Street
Springfield, OR 97477

and

Staton Companies, Inc.

"Contractor"

Additional Contractor Information:

- a) Type of Entity: Sole Proprietorship Partnership
 Limited Liability Comp Corporation
- b) Address: PO BOX 7515, SPRINGFIELD, OR 97475
- c) Telephone: 541-726-9422
- d) Fax No: PH:
- e) If Applicable, Listed among the Parties Excluded from Federal Procurement or Non-Procurement Programs found at: <https://www.sam.gov/content/exclusions>: Yes No

SEDA Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage
229 01100 1007 611008	100%

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions, and conditions, in addition to the terms and conditions in any attached addenda:

- 1. Services to be Delivered.** Contractor shall perform the Services and deliver to the SEDA the Deliverables specified in Attachment 1. The Statement of Work (Attachment 1) includes the delivery schedule for the Deliverables and Services. Contractor will perform the Services in accordance with the terms and conditions of this Contract.
- 2. Payment by SEDA.** The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$180,000.00. SEDA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract and will not pay for Services performed before the Effective Date or after the expiration or termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Services subject to the amendment. SEDA will pay Contractor for only for completed Deliverables and Services performed according to the schedule and rates in Attachment 1.

- 3. Expenses.** SEDA will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement Work or elsewhere in this Contract.
- 4. Term.** This Agreement is effective as of the date first set forth above and will continue until January 10, 2025, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
[Check as applicable to scope of services. Renewal term must be consistent with the solicitation. Non-Appropriation required for terms that span multiple fiscal years.]
- 4.1. Renewal.** This Agreement may be extended for three (3) additional one-year terms upon mutual agreement of the parties in writing.
- 4.2. Non-Appropriation.** The obligation of the SEDA to make payments beyond June 30, 2025, is subject to annual appropriation. To the extent that funds are appropriated to make those payments for a given fiscal year, the full faith and credit of the SEDA is pledged to the payments for such fiscal year. The obligation of the SEDA to make those payments is not secured by the unlimited taxing power of the SEDA and is not a general obligation of the SEDA, The SEDA's obligation to make those payments in any year is subject to future appropriation of funds by the SEDA Board for the fiscal year in which the payment is due. In the event that funds are not so appropriated, payments will not be made and this Agreement will be terminated as of the date noted in this subsection 4.2.
- 5. Invoice.** SEDA will pay Contractor's invoices on Net 30 day terms upon SEDA acceptance of Services performed and Goods delivered as stated in section 7. Contractor must send invoices to: Accounts Payable - SEDA, 225 5th Street, Springfield, OR 97477 or email to ap@springfield-or.gov. The invoice must reference this contract #C3774 and approval code #010.
- 6. Overdue Charges.** Contractor may assess overdue account charges to SEDA on unpaid invoices only as stated in this section. Overdue account charges must be the same as the usual overdue account charges to the general clientele of the vendor. Overdue claims are only those claims that have not been paid within 45 days of: the date of the SEDA's receipt of the invoice, the date of the initial billing statement if there is no invoice, or the date the claim is made certain by agreement of the parties or by operation of law. However, no overdue account charges will accrue on any purchases made by SEDA during time of civil emergency or in the event of a natural disaster which prevents the timely payment of accounts. In such instances accounts shall be paid in as timely a manner as possible. The date of the check or automatic funds transfer in payment of the claims will be used to determine if the claim has been paid in a timely manner. It is a rebuttable presumption that the check was correctly dated.
- 7. Rejection of Deliverables.** If SEDA determines that a Deliverable does not have the characteristics or otherwise meet the acceptance criteria set forth in the Statement of Work in all material respects, SEDA will notify Contractor in writing of SEDA's rejection of the Deliverable(s), and describe in reasonable detail in such notice the SEDA's basis for rejection of the Deliverable(s). Within 21 days of receiving notice of non-acceptance, the Contractor must modify or improve the Deliverables at Contractor's sole expense so that the Deliverable(s) meets the acceptance criteria in all material respects, notify the SEDA in writing that it has completed such modifications or improvements, and re-tender the Deliverables to SEDA. Within 21 days of Contractor's re-tender of the Deliverable(s), SEDA will review the modified or improved Deliverable(s). Failure of the Deliverables to meet the acceptance criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either, (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this Section, or (ii) notify Contractor of such default and pursue its remedies for default provided for by law or the terms of this Contract.

- 8. Contractor's Representations.** Contractor represents that:
- 8.1.** Contractor has the authority to enter into and perform according to this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable according to its terms;
 - 8.2.** Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and skillful manner according to standards applicable to Contractor's industry, trade, or profession; and
 - 8.3.** Contractor is, and must be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

9. Sourcing. Emergency Procurement

10. First Point of Contact.

Ron Richey, ron@statonco.com, 541-726-9400
Jim Polston, jpolston@springfield-or.gov, 541-225-8840

11. Indemnification and Hold Harmless.

- 11.1.** Contractor agrees to indemnify, defend, and hold harmless the SEDA and its officers, agents and employees from and against all claims, actions, liabilities, loss, and costs including attorney's fees and costs of defense, arising in whole or in part from the acts or omissions of Contractor, and Contractor's subcontractors, officers, agents, and employees, in performance of this contract.
- 11.2.** In the event any such action or claim is brought against SEDA, upon tender by SEDA, Contractor will defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to SEDA or to SEDA and Contractor, jointly, and reimburse SEDA for any loss, cost, damage or expense, including attorney fees, suffered or incurred by SEDA. SEDA shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
- 11.3.** Notwithstanding subsections 11.1 and 11.2, neither Contractor nor any attorney engaged by Contractor will defend any claim in the name of the SEDA, nor purport to act as legal representative of the SEDA, without the prior written consent of the City Attorney's Office. SEDA may, at any time and at its election, assume its own defense and settlement of any claims. SEDA reserves all rights to pursue any claims it may have against Contractor if the SEDA elects to assume its own defense.
- 11.4.** This Section 11 does not include indemnification by Contractor for losses, claims, or actions resulting from the sole negligence of SEDA or its officers, agents, and employees, whether within the scope of the Contract or otherwise.

12. Insurance.

- 12.1. Required Coverages.** Contractor must obtain at Contractor's expense, and require its first tier contractors and subcontractors, if any, to obtain the insurance specified in this section 12 prior to performing under this Contract, and must maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor must obtain and require its first-tier contractors and subcontractors, if any, to obtain the following insurance from insurance companies or entities acceptable to SEDA and authorized to transact the business of insurance and issue coverage in Oregon. Contractor acknowledges that insurance specified in this section does not limit indemnification responsibilities specified in section 11 Indemnification.
 - 12.1.1. General Insurance.** Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to SEDA. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or

operation. Coverage must be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit may not be less than \$3,000,000.

12.1.2. Automobile Liability Insurance. Automobile liability insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of personal automobile liability insurance coverage may be acceptable if Contractor provides evidence that the policy includes a business use endorsement.

12.1.3. Workers' Compensation. Contractor must provide and maintain workers' compensation coverage with limits not less than \$500,000 for its employees, officers, agents, or partners, as required by applicable workers' compensation laws as defined in ORS 656.027 and ORS 701.035(5). If Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for exemption must be provided to the SEDA.

12.2. Additional Coverages. [SEDA staff check as applicable to scope of services]

12.2.1. Professional Liability. Contractor shall maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for claims for professional acts, errors or omissions arising from the Work. The policy may be written on a "claims made" form. Contractor shall maintain the professional liability insurance coverage for at least one year after the completion of the work. The policy shall contain an endorsement entitling the SEDA not less than 60 days prior written notice of cancellation of such policy

12.2.2. Cybersecurity. Contractor shall maintain in force during the duration of this agreement a cybersecurity policy with limits not less than \$2,000,000.

12.3. Excess/Umbrella Insurance. A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

12.4. Additional Insured. All insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Contract must include an additional insured endorsement specifying the SEDA and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

12.5. Waiver of Subrogation. Contractor waives, and must require its first tier contractors and subcontractors waive, rights of subrogation which Contractor, Contractor's first tier contractors and subcontractors, if any, or any insurer of Contractor may acquire against the SEDA by virtue of the payment of any loss. Contractor must obtain, and require its first tier contractors and subcontractors to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SEDA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

12.6. Tail Coverage. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor must maintain, and require its first tier contractors and subcontractors, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and SEDA's acceptance of all Goods and Services provided under this Contract, or, (ii) SEDA or Contractor termination of this Contract, or, (iii) the expiration of all warranty periods provided under this Contract.

12.7. Evidence of Insurance Coverage. Evidence of the required insurance coverages issued by an insurance company satisfactory to the SEDA shall be provided to the SEDA by way of a SEDA approved certificate of insurance before any work or services commence.

12.8. Notice of Cancellation or Material Change in Coverage. The certificate of insurance shall contain a requirement that the Insurance company notify the SEDA 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30-day notice, the Contractor shall provide written notice to the SEDA contract manager within two days after the Contractor becomes aware that their coverage has been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to City Finance Department at purchasing@springfield-or.gov. Regardless of what circumstances cause Contractor's insurance coverage to cease or be modified, it is the Contractor's responsibility to notify the SEDA. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ **(Contractor initials)**

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

13. Independent Contractor Status, Tax duties and Liabilities.

13.1. Contractor will perform all Services as an independent contractor. Although SEDA may (a) determine and modify the delivery schedule for Goods to be delivered and Services to be performed and (b) evaluate the quality of the completed performance, SEDA cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor is not an "officer," "employee," or "agent" of SEDA as those terms are used in ORS 30.265.

13.2. Contractor shall be responsible for all federal, state, and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to corporate activities tax, income tax, payroll tax, social security and self-employment tax. SEDA will not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Contractor. SEDA will not pay any surcharges, fees, or taxes to Contractor except where required by law or explicitly provided for in this Agreement. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

14. Legal Representation. This Agreement was prepared by the SEDA. Contractor has had the opportunity to have this Agreement reviewed by its own legal counsel prior to its execution.

15. Venue and Choice of Law. Venue for litigation concerning this Agreement rests exclusively with the court of the State of Oregon for Lane County. Any dispute arising under this Agreement will be governed by the law of the State of Oregon.

16. Force Majeure. If Contractor is delayed by reason of weather, fire, riot, strikes, acts of God or other circumstances beyond Contractor's reasonable control, SEDA may terminate this Agreement in writing to Contractor after determining such delay or default will unreasonably prevent successful performance of the Contract. If SEDA elects not to terminate the Contract, Contractor will be entitled to additional time to complete the Contract equal to that lost by an or all of the above causes.

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

18. Records & Data.

18.1. Access to Data. SEDA and its duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
[SEDA staff check the following additional provisions if applicable based on scope of services]

18.2. Rights in Data. All original written material in whatever form, whether print or digital, prepared for SEDA pursuant to this Agreement, is the exclusively the property of the SEDA. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Contractor's possession, independently developed by Contractor outside the scope of this Agreement, or rightfully obtained by Contractor from third parties, belong to Contractor. This Agreement does not preclude Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to the SEDA pursuant to this Agreement. Contractor will not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

19. Confidentiality. During the course of performance hereunder, Contractor or its agent, employees, or contractors, may receive confidential information. Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

19.1. Additional Provisions. Contractor must comply with the terms and conditions in the followed addenda, incorporated by reference, in the receipt and handling of confidential information: [SEDA staff check as applicable to scope of services and attach addenda.]

- Confidential Information Addenda
- Business Associate Agreement (HIIPAA Compliance) Addenda

20. Waiver. Failure of SEDA to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by SEDA of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

21. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of SEDA. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

22. Termination. The performance of work under this Agreement may be terminated by SEDA, in whole or in part, whenever for any reason SEDA shall determine that such termination is in the best interest of SEDA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Contractor of a Notice of Termination under this paragraph, the Contractor and SEDA shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Contractor's work and payment therefore by SEDA.

23. Assignment/Subcontract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of SEDA. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

24. Compliance with All Government Regulations. Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under

this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor. This section includes, but is not limited to, compliance with all applicable requirements of Federal and State civil rights statutes, rules, and regulations, and all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

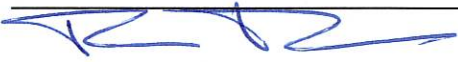
25. Attorney Fees. Except for defense costs and expenses pursuant to section 12, neither SEDA nor Contractor is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Contract.

26. Construction of Agreement. This Contract shall not be construed more favorably to SEDA due to the preparation of this Contract by SEDA. The headings and subheadings in this Contract are for convenience, do not form a part of this Contract, and shall not be used in construing this Contract.

27. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

SEDA:
By: Nancy Newton
Name: Nancy Newton
Title: City Manager
Date: October 31, 2024

CONTRACTOR:
By: STATON COMPANIES
Name: RON RICHEY
Title: CEO
Date: 11/31/24



REVIEWED & APPROVED
AS TO FORM

DATE: 10/30/2024
OFFICE OF CITY ATTORNEY

**Springfield Economic Development Agency Public Contract Addendum
Required Contract Terms Under ORS 279B – Goods, Services, and Personal Services**

Pursuant to Oregon law, this public contract includes the following terms and conditions, when applicable:

1. The contractor must make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1).
2. The contractor must pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
3. That contractor must not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3).
4. The contractor must pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
5. If the agreement is for lawn and landscape maintenance, Contractor must salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
6. The contractor must 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. All employers shall comply with ORS 656.017. ORS 279B.230.
7. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
8. 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. 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. If the contract is for services, 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. Contractor 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).



DATE: October 29, 2024

TO: Jim Polston (jpolston@springfield-or.gov)
City of Springfield

FROM: Ron Richey (ron@statonco.com)

SUBJECT: Demolition: All Houses/Improvements on N Concord and N Brooklyn

Below is our proposal to perform demolition services at the above referenced project as follows:

SCOPE OF SERVICES

Provide all labor, equipment, transportation, and disposal fees to remove the 11 houses, garages, sheds, out building's, fences, and miscellaneous debris scattered throughout the property and as shown on the attached map and as described below:

- Demolish all 11 houses and misc. outbuildings.
- Properly abandon 11 septic tanks according to Lane County requirements.
- Perform asbestos surveys on all structures.
- Perform a Haz-Mat sweep for needles, other sharps etc and remove.
- Perform asbestos abatement on houses that tested positive for asbestos.
- Backfill all basements, crawl spaces and other depressions to match existing surrounding grades. Confirm utility disconnects, caps, or safe offs.
- An asbestos survey has been performed and Staton will hire a licensed asbestos abatement firm to perform this work, however additional asbestos may be discovered during demolition activities.
- Buildings assumed empty and for demolition, which they are now.
- Erosion controls for in and out trucking (basically re-graveling N Concord and N Brooklyn) will be accomplish by Staton.
- Temporary fencing is not included as the gates to the entrance of N Brookside and N Concord provide adequate control for this item.
- Staton will apply and pay for Springfield Demolition Permits. Assumes no County permits.
- Clear, by use of our forestry mulching equipment, all brush, bushes, blackberries, shrubs, small trees etc. on the site to provide for a clear and open view of this site when complete. All mature trees remain.
- All demolition debris will be disposed of at Delta Sand & Gravel's demolition debris disposal site, or possibly some to the Lane County Landfill. Eco-Sort charges 33-40% more than Delta, and Eco Sort won't take bedding, mattresses, etc., or any debris exposed to human or medical waste contamination which is a large part of this project.

PRICE
\$139,255.00

NOT TO EXCEED
\$179,504.00

Items that may exceed the "Price" above: Asbestos abatement \$6K. Backfilling basements & crawl spaces \$8K, Outside trash hidden in bushes/shrubs etc. \$10K, Clearing \$3K.

Ron Richey

CEO
Springfield.Concord/Brooklyn.102924

PO BOX 7515 ♦ SPRINGFIELD, OR 97475 ♦ PH: 541-726-9422
www.statonco.com

Emergency Procurement Justification
City of Springfield
Department of Development and Public Works
\$180,000.00

The determination of direct appointment is based on the following findings as specified in OAR 137-047-0280 and ORS 279B.080.

Per ORS 279A.010, An "emergency" means circumstances that:

- (A) Could not have been reasonably foreseen;
- (B) Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
- (C) Require prompt execution of a contract to remedy the condition.

Vacant property owned by Springfield's Economic Development Agency is experiencing an overwhelming amount of trespassing and property damage resulting in the properties being in a dangerous condition. Currently there are at least 11 of varying sizes and conditions. Most of the properties are single family residential and of extremely poor quality.

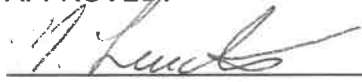
Interim security measures like boarding windows and doors are insufficient to keep people from breaking into the structures located on the property. People accessing the vacant structures are subject to dangerous and unhealthy conditions because the structures are dilapidated. Also, staff was notified by our property manager that continuing to allow people to access the properties results in a risk of creating squatters rights where people would end up staying in unsafe structures longer.

The rapid decline and intense invasion of camping was not reasonably foreseen because staff did not foresee that people would go to such measures to break into the structures. If properties continue to serve as camp sites for trespassers and temporary security measures fail to control the issue, the risk of safety hazards from fires, unsanitary conditions, and potential growth of an attractive nuisance creates a substantial risk of injury or loss to the public.

Prompt action is required to execute a contract for demolition.


Consistent with ORS 279B.080(2), it is reasonable to award the demolition contract based on written quotes. Solicitation via an Invitation to Bid under ORS 279C is unreasonable because it would delay completion of the demolition by several months, which increases the risks to the public. Award based on written quotes ensures competition in the solicitation process, while allowing the City to accomplish the demolition on a shorter timeline to project public safety.

APPROVED:



City Manager - AIC

10.30.24
Date



Dept. Director

10.30.24
Date



City Attorney Office

10/30/24
Date



City Contracts Manager

10-30-2024
Date