

# CITY OF MEDFORD

## ARTS COMMISSION

PUBLIC MURAL PROJECT – REQUEST FOR PROPOSALS



CITYOFMEDFORD.ORG

### Southern Oregon Historical Society Building Mural Request for Artist Proposals



Proposal Deadline: May 18, 2021 at 5pm

#### Contact info:

Jesse Nyberg, Recreation Superintendent  
541-774-2482 | [jesse.nyberg@cityofmedford.org](mailto:jesse.nyberg@cityofmedford.org)  
701 N. Columbus Ave., Medford, OR 97501



## Overview

### Statement of Purpose

To install a public art mural on the North facing wall on the Southern Oregon Historical Society (SOHS) building. Southern Oregon Historical Society currently owns the proposed mural building wall on the corner of North Central Ave and East 6th Street, where the Medford Arts Commission (MAC) intends to install a public mural, located on the North facing wall of the building with a unique, dynamic, and original piece of artwork.

The Southern Oregon Historical Society holds the second largest collection of historical artifacts in the state of Oregon. Additionally, Southern Oregon began as a transportation hub, beginning with stagecoach, railroads, and ultimately automobiles, becoming one of the highest ratio of cars per capita in the country during the early 1900's. The purpose of the mural is to enhance the artistic culture in Medford, Oregon, while also recognizing the local history, encouraging diversity and inclusion, expressing through art, the cultural progression of the Southern Oregon community.

### Southern Oregon Historical Society

SOHS is a treasured community resource and a gathering place for learning and celebration of the history and life of our region. SOHS is serious and dependable in matters of historical truth and institutional responsibility whose programs demonstrate that history can be enjoyable and enriching for everyone. SOHS is a well-managed, fiscally sound organization, blessed with a dedicated membership and volunteer base. "The Southern Oregon Historical Society is a window into the life and values of our region. A constantly changing kaleidoscope of colors and rhythms. In preserving this heritage, we celebrate what we have, but we also look outward, asking, what is it that moves us? Where are we going? How can we do this better, together?"

Source: "Making History Together in 2019" - SOHS Presentation on past, present, and future.

<https://www.youtube.com/watch?v=5Oy7EPFGy9Y>

### SOHS Statement on Diversity, Equity, and Inclusion

"The Southern Oregon Historical Society Board of Trustees condemns racism in all forms and supports efforts toward justice and equality in the United States. The Board is dedicated to encouraging diversity and inclusion by recognizing the contributions of all people who live or have lived in southern Oregon. SOHS's mission to "protect, preserve and share the stories and artifacts" of Southern Oregon's history includes a responsibility to present information factually and impartially.

For many years, SOHS staff and volunteers have been aware that the Society's artifacts and archives predominately represent the culture and heritage of white pioneers and later settlers. This presents a challenge for researchers and exhibit creators who strive to report history objectively and include information about marginalized people. This web page provides links to some of SOHS's efforts at documenting the stories of these communities: [sohs.org/discrimination](https://sohs.org/discrimination)."

"Going forward, the SOHS Board, staff and volunteers plan to incorporate various actions to promote inclusion, including:

- Inviting a wider range of people into SOHS's planning process,
- Continuing to highlight marginalized voices in the stories we tell
- Increasing access to history
- Promoting history as a tool for understanding

- Pursuing best practices and professional standards related to diversity, equity, and inclusion."

*NOTE: In preparing this statement, the SOHS Board of Trustees, has particularly benefited from the Oregon State Park Heritage Commission guidelines: "Addressing Racism in Historic Places and Heritage Organizations." This document and other resources may be found at <https://www.oregon.gov/oprd/OH/pages/technicalresources.aspx#twelve>*

## **Medford Arts Commission**

### **MISSION:**

The Medford Arts Commission's mission is to enhance the quality of life in our community by supporting public art, programs, awareness and education to enable all of Medford's citizens to enjoy and appreciate the arts.

### **VISION:**

Medford Arts Commission: Connecting people with art.

The City of Medford Art Commission (MAC), established under Medford Municipal Code Section 2.438, seeks to enhance and improve the city through the development of a public arts program. The Commission's goal is to:

- Develop a program that contributes to and enhances community identity and pride.
- Provide the highest quality artwork available, promoting excellence and demonstrating diversity and variety of media.
- Encourage public participation and interaction with public spaces.
- Enrich the public environment for both residents and visitors through exposure to the arts.

The following policies and guidelines, as adopted by the commission and reviewed by the Medford City Council, establish the process, policies and procedures used for the solicitation, review, approval, and acceptance of public art in the City of Medford.

## **Project Background**

In seeking new locations for public mural installations throughout Medford, Southern Oregon Historical Society expressed interest in offering areas of their building to showcase public art. Collaboration between Medford Arts Commission and the Southern Oregon Historical Society began, with the goal of demonstrating unity through the public display of local and national history, through art.

The Medford Arts Commission has voted to allocate \$20,000.00 for a public art installation on the North facing wall of 106 N. Central Ave., to be installed by August 1, 2021.

## **1. Project Scope**

### **Scope of Work**

An artistic mural depicting local history, encouraging diversity and inclusion, as well as expressing through art, the cultural progression of the Southern Oregon community.

### **SPECIAL CONSIDERATIONS**

The proposed mural installation shall include a border outlining the non-mural signage location. Extra consideration for proposals that include the following themes:

- National or Local History, 3D styled murals, <insert more amenable themes>

Durable materials to withstand summer temperatures above 100 degrees and winter freezing temperatures. Mural will be outside in a non-covered area, open to the elements.

A budget of \$20,000.00, including insurance, all necessary equipment for installation, travel, lodging, and personal expenses.

The mural will be applied to concrete block walls, protective pipe housing, and electrical box. At a minimum, the mural must cover the entirety of the 30 ft. by 65 ft. area.

The location of the proposed mural is Southern Oregon Historical Society - 106 N Central Ave, Medford, OR 97501: North facing wall next to the building parking lot, on the corner of North Central Ave and 5th Street. The wall surface is primarily concrete and blocks, with various vertical pipe housing originating from an electrical box, located roughly at the middle right of the wall, with an additional vertical pipe originating from a natural gas source on the far left side of the wall.

Photos and dimensions are referenced below. Potential mural proposals MUST adhere to the designated dimensions, providing adequate space for future tenant signage.

Artists shall provide the Art Selection Committee with a detailed written description of the art, a complete rendering of the art with specifications and materials used. When the project is awarded to the Artist, the Artist shall begin actual work on a date to be negotiated with the Art Selection Committee. The Artist shall provide a photo-supported report to the Arts Commission at the half-way point of construction, and a photo-supported report to the Arts Commission at the completion of the project. When the project is completed, the artist shall provide the Arts Commission and Art Selection Committee with a detailed report.

The artist will complete the project within the stated timeline and immediately notify the art selection committee of any problems or delays. The Medford Arts Commission reserves the right to monitor the progress.

The artist may choose to be present at the dedication and will receive full recognition for their contribution.

### **Art Selection and Approval**

Artists will be chosen on the basis of their qualifications as demonstrated by past work, past experience with public art, and successful completion of previous projects similar in scope and scale. Selected artwork will be original work completed by the submitting artist. Emphasis will be on regional artists whenever possible.

The following criteria govern the selection of public art in the City of Medford and will be utilized by both the selection panel and the MAC during the process of review, selection and approval of public art.

1. Artistic Quality and Originality: The strength and originality and creativity of the artist's concept and demonstrated skill or craftsmanship. (20 Points)
2. Context: The appropriateness of the concept within the proposed architectural, geographical, socio-cultural, and historical context, including use of appropriate scale and materials for the site. (20 Points)
3. Diversity: Issues related to race, age, style, and media of the art within the context. (10 Points)

4. Feasibility: Budget, timeline, and probability of success. (10 Points)
5. Design & Construction: Issues related to fabrication of the installation, its durability, resistance to vandalism, long-term maintenance issues, and weather permanence. (10 Points)
6. Support: Demonstrated community agreement/support for the project. (10 Points)
7. Public Safety: Meets any and all applicable building codes for public projects. (10 Points)

The mural should be a professionally designed, original work of exceptional quality with consideration of the following criteria:

- Visual imagery that is reflecting partisan politics or containing sexual or religious content or expressing a commercial aspect will not be accepted. Visual imagery content that comes under question will be reviewed by the MAC, the Landmarks & Historic Preservation Commission and the City Council if necessary.
- Artwork that is designed to be visible from many viewpoints (by pedestrians, from moving vehicles, seated audiences, etc.).
- Artwork that is appropriately sited for directional exposure to minimize fading of colors.
- Suitability of the wall surface to receive all materials that are to be used to execute the mural, including the wall preparation material.
- Work that is appropriate in scale to the building and to the site.
- All installation and technical issues.

*Note:* If the MAC finds that there are areas of the mural that are not rendered according to the approved design documents, the MAC may request the applicant adjust the mural to comply with the approved design. The MAC also recognizes that an artist may wish to make minor changes during the process that deviate from the approved concept but that enhance the overall project. The MAC and artist will agree on any changes to the approved design drawing.

Once the MAC and applicant are satisfied that the mural is complete, the mural must be coated with a clear UV protectant paint to protect the mural from graffiti and ultraviolet light. The MAC will vote to accept the mural into the City's public art collection and forward their recommendation to the City Council for approval.

### **Other Things to Know**

- The City will contract with the applicant for the execution/installation of the mural.
- The Art Agreement will require the applicant to submit proof of liability insurance.
- The Art Agreement will be in place for a period of five years. At the expiration of the five years, the Art Agreement may be terminated or extended by either party upon 30 day written notice.
- The City retains the right to remove the mural if the mural is not executed according to the approved concept documents.
- The City is responsible for the maintenance of the mural during the existence of the Art Agreement.

### **Roles and Responsibilities**

The artist selected shall provide a detailed rendering of the piece to the Art Selection Committee prior to the commencement of work, and shall provide the Art Selection Committee with a detailed report halfway through the project. When the project is completed, the artist shall provide the Art Selection Committee and Medford Arts Commission with a detailed report. The artist will complete the project within the stated timeline and immediately notify the Art Selection committee of any problems or delays.

The Art Selection Committee reserves the right to monitor progress.

## **Project Timeline**

Proposals to be submitted to the Medford Arts Commission in care of the City of Medford Parks & Recreation Department via email or mail by May 18, 2021 at 11:55pm local time.

Work to begin after the artist has been awarded the project, on an agreed upon date by the Art Selection Committee and the Artist.

All work to be completed by August 1, 2021.

## **3. RFP Procedures**

### **Evaluation and Award Process**

An Art Selection Committee made up of (at a minimum): three members of the Arts Commission, three members of the Southern Oregon Historical Society, one member of the Landmark and Historic Preservation Commission, selected artist(s), two community members, and a representative from the City of Medford will be reviewing the proposals.

Only complete proposals will be reviewed by the Art Selection Committee.

Only proposals received by the stated deadline will be reviewed by the Art Selection Committee.

Criteria used in the evaluation will be:

- Durability and longevity of materials used
- Ease of maintenance of art
- Permanence of art to withstand weather and public access
- Emotional impact of the art: it is important that art provide an emotional response from its audience
- scoring criteria referenced in the Art Selection and Approval section on page 5

## **City of Medford Public Art Selection & Acquisition Policy**

### **Process Schedule**

The deadline for submission is May 18, 2021 at 11:55pm local time.

Proposals to be submitted to the Medford Arts Commission in care of the City of Medford Parks & Recreation Department via email or mail by May 18, 2021 .

Selection will be completed by May 25, 2021, and the artist will be notified as soon as possible electronically and by mail.

Project is to be completed and installed by August 1, 2021.

### **Submission Details**

Submit completed proposals to the Medford Arts Commission in care of the City of Medford Parks & Recreation Department (MPRD) via email to [Jesse.Nyberg@cityofmedford.org](mailto:Jesse.Nyberg@cityofmedford.org)

Or by mail postmarked no later than M

To: Medford Parks & Rec/Medford Arts Commission  
ATTN: Jesse Nyberg  
701 N Columbus Ave  
Medford, OR 97501

#### 4. RFP Submission Requirements

Artists are required to include:

- Cover letter introducing themselves.
- Description of the scope and the complexities of the project, and a description of their vision for the art.
- Complete rendering of the finished art project with a description of the materials used and a statement of purpose for the art. Submissions may be of varying mediums and need not be limited to paint or other materials typical of murals.
- Explanation of how the art will be installed and maintained.
- Project timeline including major milestones and weekly update reports
- Minimum of three (3) photos of the Artist's prior work, including the place where the work is located, for whom the work was created, and by whom it was commissioned.
- List of at least three current references.
- Detailed, itemized budget for the art project including licensing, bonding, insurance, equipment needed, travel expenses (if applicable) and installation of the project.
- Web links or other information pertinent to the project or the Artist.
- Paper submittals to include materials on a CD or USB flash drive
- Contractor Certification of Tax Compliance

#### Responsibility of the Artist

If selected for a commissioned artwork by the City of Medford, the artist will:

1. Sign and abide by the terms stated within a Personal Services contract with the City of Medford.
  - Rights of ownership and possession of the artwork are passed to the City upon final acceptance.
  - Artist agrees not to make an exact duplicate of the work or permit others to do so, except by written permission of the City
  - Artist acknowledges and agrees that for copyright purposes, the mural is a "work made for hire."
  - Artist grants to the City an irrevocable license to make two-dimensional reproductions for promotional purposes. The City agrees to give the artist appropriate credit on all such materials, name of artist, title of art, and date of completion.
2. The Artists warrant that:
  - Artwork is made of quality materials.
  - Artwork is free of defects.
  - Artwork is an original product of the artist's own creative efforts and does not infringe on any third party's copyrights or other intellectual property rights.
  - For exterior installations, the proposed work complies with the City of Medford Maintenance Standards.
3. Execute and complete the work in a timely and professional manner.
4. Maintain an effective working relationship with the project team and staff.

5. Advise the MAC immediately of any significant changes to the scope, materials or design of the work after the contract is signed (all changes must be reviewed and approved prior to completion, in accordance with the City requirements).
6. Be responsible for all design and execution of the work, including site preparation and installation, unless otherwise stipulated in the contract.
7. Provide written maintenance guidelines, including recommended products, where appropriate, to guide city staff in the long-term care of the artwork.
8. Sign and Execute a waiver of right under the Visual Artists Rights Act (17 USC 106 A).

Contact for Additional Information

Medford Parks and Recreation Jesse Nyberg, 541-774-2482 [jesse.nyberg@cityofmedford.org](mailto:jesse.nyberg@cityofmedford.org)

## **Financial Capacity**

All submitters are required to provide proof of financial capacity and proof of general business liability insurance.

## **5. Legal Matters**

A sample contract is attached as Exhibit A. The successful respondent will be required to sign a similar contract.

### **Insurance Requirements**

Proof of the following insurance is required. See Exhibit A Sample Contract, Article 15 for details.

- a) General liability insurance
- b) Workers compensation insurance or declaration of exemption from OR workers compensation
- c) Automobile liability

### **Payments and Penalties**

Payment will be made to the Artist in three installments, each equally divided into a third (1/3) of the awarded amount, on dates to be decided upon within the contract. Generally, the time frames for installment payments include:

- 1) Date of Contract Signing
- 2) Upon completion of 50% of the mural
- 3) Upon completion and acceptance of the mural

### **Changes to RFP**

The Arts Commission and the MPD Art Selection Committee reserve the right to request additional information from Artists and make changes/clarifications to the RFP if necessary.

### **Limitations**

Neither issuing an RFP nor receiving a response constitutes any form of contract or agreement with respect to the project. The limitations should also clearly state your right to cancel, amend or alter the RFP, its contents or the selection process.



## Exhibit A

### SERVICE CONTRACT (EXAMPLE)

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ in the State of \_\_\_\_\_, hereinafter termed "CONTRACTOR", and the "CITY OF MEDFORD, a municipal corporation in the state of Oregon, hereinafter termed "CITY".

#### Article 1. The Work

CONTRACTOR, in consideration of the payment to be made to CONTRACTOR by CITY, and according to the mutual promises in this agreement, agrees to furnish all materials and labor for the following project:

#### Article 2. Scope of Services

CONTRACTOR shall furnish all necessary machinery, tools, apparatus, materials and labor to do the work in the most substantial and workmanlike manner according to the specifications and provisions set forth above or attached as Exhibit "A" and hereby incorporated.

#### Article 3. Time of Performance

The services of the CONTRACTOR are to commence within \_\_\_\_\_ after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed within \_\_\_\_\_ from the date of this Agreement.

#### Article 4. Personnel

- The CONTRACTOR represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- All of the services required hereunder will be performed by the CONTRACTOR or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- CONTRACTOR shall be responsible to ensure that it and any subcontractors comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The applicable provisions of ORS 279B and 279C are attached hereto as Exhibit and incorporated herein by reference.
- None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY except: \_\_\_\_\_.

#### Article 5. Compliance with Laws and Regulations

CONTRACTOR shall at all times observe and comply with all federal and state laws and local ordinances and regulations, including but not limited to possession of a valid City of Medford business license, in any manner affecting the conduct of the work, and all such orders or decrees as exist at the present and those which may be made or enacted later by bodies or tribunals having any jurisdiction or authority over the work.

## Article 6. Contractor's Compliance with Tax Laws

For a period of six years prior to entering this contract, and throughout the duration of this Contract and any extensions, CONTRACTOR covenants that it shall comply with all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and shall comply with any tax provisions imposed by any City, County, or other political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor.

In addition to any other remedies available at law or under this contract, CONTRACTOR'S failure to comply with the above provision constitutes a default for which CITY may terminate the contract and seek damages and other relief available.

## Article 7. Federal Requirements and Provisions

Notwithstanding any other provision hereof, any applicable federal laws, rules or regulations are to govern in any case where federal funds are involved and the federal laws conflict with any provision hereof.

## Article 8. Compensation

In exchange for the specified work, CITY agrees to pay CONTRACTOR the sum of \$ as follows:

Total contract price payable on CITY'S next regular accounts payable date following acceptance of work by CITY.

(Specify alternative payment schedule, if any).

## Article 9. Independent Contractor Status

It is agreed, and pursuant to the attached Declaration, that CONTRACTOR shall perform the work as an independent contractor and is not an employee of CITY. CONTRACTOR maintains his or her own place of business, uses his or her own equipment, and shall perform the work specified independent of CITY'S supervision and control, being responsible only for satisfactory performance and completion of the work.

## Article 10. Payment to Contractor and Extras

Subject to ORS 279C.570 (Progress Payments) and subject to ORS 279C.550 (Retainage), and in consideration of the faithful performance of the work herein embraced and provided for, as set forth in this contract, solicitation, general specifications and special provisions, notice to contractors, and plans which are a part thereof, in accordance with the directions of the CITY and to its satisfaction, CITY agrees to pay to CONTRACTOR the amount earned by CONTRACTOR under said contract, as provided in the general specifications and special provisions attached. All payments will be made at the times and in the manner provided in the general and special provisions incorporated herein and in accordance with the regulations of CITY in regard to the payment of claims, which regulations provide, among other things, that all claims against CITY shall be submitted to CITY upon vouchers.

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefor have been authorized in writing in advance.

## Article 11. Rights To And Disposition Of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONTRACTOR, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CITY so long as such subject data is in the possession of the CONTRACTOR. Following termination or completion of the work pursuant to this Agreement, upon request, CONTRACTOR will deliver copies of all subject data to CITY and the CITY may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data. Upon request, all final reports and other materials prepared by CONTRACTOR under this agreement shall be the property of CITY.

## Article 12. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONTRACTOR shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the CITY of the findings, conclusions or recommendations either inferred or specifically expressed therein.

## Article 13. Termination of Work

CITY may terminate all or a portion of the work covered by this Agreement for its convenience. CITY or CONTRACTOR may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CITY, become its property. If requested by CITY, CONTRACTOR shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONTRACTOR shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CITY shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONTRACTOR shall be liable to CITY for any damages resulting from CONTRACTOR'S breach of its obligations under this contract.

## Article 14. Indemnity

CONTRACTOR hereby agrees to defend, indemnify, and hold harmless CITY, its officers, agents, and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions including, but not limited

to, attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts or omissions while performing services or actions associated with this Agreement. Provided, however, that CONTRACTOR shall not be required to indemnify CITY against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY.

#### Article 15. Insurance

CONTRACTOR shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:

(1) Commercial General Liability Insurance on an "occurrence" policy form covering Bodily Injury and Property Damage, Products/Completed Operations, Personal & Advertising Injury, and blanket Contractual Liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000. *"The City of Medford and its officers, employees and agents while acting within the scope of their duties as such"* shall be named an Additional Insured by endorsement.

(2) Commercial Automobile Liability Insurance for Bodily Injury and Property Damage covering owned, non-owned, rented, and hired autos. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.

(3) Workers Compensation Insurance meeting statutory requirements of Oregon Workers Compensation Law must be provided by CONTRACTOR (and any sub-contractor CONTRACTOR may use) for any subject workers, as well as Employers Liability Insurance with limit of at least \$500,000. If CONTRACTOR is statutorily exempt from the requirement to provide Workers Compensation Insurance, CONTRACTOR shall complete, sign, and submit the City's form for ***Declaration of Exemption from Oregon Statutory Workers Compensation*** in lieu of Workers Compensations Insurance.

CONTRACTOR shall submit to CITY certificates of insurance for all policies listed above at time of this Agreement, and at each subsequent insurance renewal for the life of this Agreement. Certificate must include Additional Insured Endorsement for General Liability Insurance. Certificates of insurance for current coverage or activated tail coverage for Professional Liability Insurance, because it is a claims-made coverage, shall continue to be submitted to CITY for two (2) years following the effective term of this Agreement. Certificate Holder (and additional insured for General Liability) shall be shown as: City of Medford, 411 West 8th Street, Medford, OR 97501. *Any request for exemption from this requirement must be in writing and approved by the CITY'S Risk Manager.*

CONTRACTOR is responsible to assure that CITY receives a required thirty (30) days written notice prior to cancellation of, material change to, exhaustion of aggregate limits of, or intent not to renew any insurance policy for coverage required in this Agreement. Ten (10) days will be accepted for cancellation due to non-payment of premium. CONTRACTOR shall itself provide the written notice in the event that its insurance companies will not or do not provide such notice. Failure to maintain proper insurance and/or provide timely notification of a change in coverage is grounds for potential immediate termination of this contract.

Notwithstanding insurance requirements stated or any modifications made thereto, in no case shall the presence or absence of any insurance coverage, or any insurance policy limit, provision, term, or condition reduce the obligations of the CONTRACTOR for liability granted generally by law or specifically in the terms

of this Agreement. In no case shall CITY be responsible for any amount of CONTRACTOR self-insurance, or any retention, deductible, or coinsurance amount required by CONTRACTOR's insurance policies.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this contract to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

CITY OF MEDFORD, OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

## **EXHIBIT B**

### **OREGON STATUTORY PUBLIC CONTRACT PROVISIONS**

#### **THE FOLLOWING PROVISIONS PERTAIN TO PUBLIC PROCUREMENTS**

#### **(OTHER THAN PUBLIC IMPROVEMENTS)**

##### **ORS 279B.220**

#### **CONDITIONS CONCERNING PAYMENT, CONTRIBUTIONS, LIENS, WITHHOLDING**

CONTRACTOR shall:

- (1) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or SUBCONTRACTOR incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against CITY on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

##### **ORS 279B.225**

#### **CONDITION CONCERNING SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL**

CONTRACTOR shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

##### **ORS 279B.230**

#### **CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION**

(1) 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 CONTRACTOR, of all sums which CONTRACTOR agrees to pay for the services and all monies and sums which 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) All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

##### **ORS 279B.235**

#### **CONDITION CONCERNING HOURS OF LABOR**

(1) 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)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) 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.

(3) In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) Does not apply.

(5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (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. (b) Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

**CONTRACTOR CERTIFICATION OF TAX COMPLIANCE** Contractor certifies to the City of Medford that:

To the best of Contractor's knowledge, after due inquiry, currently and for a period of six calendar years preceding this submittal, Contractor has complied with:

(a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(b) Any tax provisions imposed by any City, County, or other political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ Signed

\_\_\_\_\_ Name of Contractor Print or Type

\_\_\_\_\_ Street Address

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*Contact info:*

Jesse Nyberg, Recreation Superintendent  
541-774-2482 | jesse.nyberg@cityofmedford.org | playmedford.com  
701 N. Columbus Ave., Medford, OR 97501

