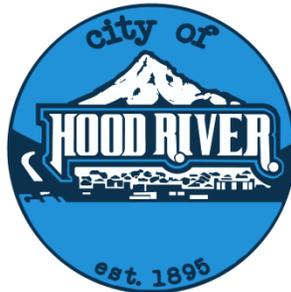


QUALIFICATION BASED REQUEST FOR PROPOSAL (QBS):

Comprehensive Utility Rate and System Development Charge Study



August, 2018

Issued By: City of Hood River, 211 2nd St., Hood River, OR 97031
Will Norris, Finance Director / Assistant City Manager
w.norris@ci.hood-river.or.us

Issue Date: August 2, 2018

Response Date: 5:00pm, Monday September 10, 2018

Questions: Questions can be sent to Will Norris, at w.norris@ci.hood-river.or.us.

Registration: Proposers must register with the City of Hood River to receive answers to questions sent in the form of addendums. Register by sending the proposer's name and email address where addendums can be received to w.norris@ci.hood-river.or.us

PUBLIC NOTICE
QUALIFICATION BASED REQUEST FOR PROPOSAL
COMPREHENSIVE UTILITY RATE AND SYSTEM DEVELOPMENT CHARGE STUDY

The City of Hood River is seeking sealed proposals from firms qualified to provide a comprehensive utility rate and system development charge study for the following areas:

- Water
- Sanitary Sewer and Wastewater Treatment
- Stormwater
- Related Infrastructure

Qualifications and proposals and a separately sealed cost proposal will be received until 5:00pm local time, Monday, September 10, 2018, at Hood River City Hall at 211 2nd St., Hood River, OR 97031. Qualification proposals will be scored and ranked on a qualification basis, finalists will be asked to interview in person, and the City will open the cost proposal of the top ranked proposal and enter into negotiations with the top ranking firm.

No proposal will be considered unless fully completed in a manner provided in the packet. Proposals will not be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

The City may reject any proposal not in compliance with all public bidding procedures and requirements and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

PUBLISHED	ORPIN	August 2, 2018
	Hood River News	August 8, 2018
	City of Hood River website	August 2, 2018

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Section 1- Introduction:

The City of Hood River is requesting proposals for cost-of-service analyses and rate studies for its Water, Wastewater, and Stormwater Utilities. The ultimate goal of this study is to assure adequate funding of the utilities operation and maintenance, and capital improvement programs. At the end of this process; water, wastewater, and stormwater rates and system development charges will be recommended which are cost-based and meet the financial objectives of the City. The utility rate study planning period will be five-years, for FY2020-21 through FY2024-25. Services for this rate study project will be funded in their entirety with local funds.

Section 2 - Special Instructions

A. Proposed Timelines

August 2, 2018	Advertisement and Release of Project Packet
August 29, 2018	Deadline for Questions & Protests Answers to Questions issued as RFP addendum <i>Vendors are encouraged register with the City to receive answers provided to other interested vendors.</i>
September 10, 2018	Deadline for Submission of Proposals 5:00pm
Week of Oct. 1, 2018	Interviews
October 10, 2018	Opening of Cost Proposal of Top Firm
Week of Oct. 15, 2018	Negotiation of Contract
October 19, 2018	Award of Contract

B. General

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The City will be the sole judge in determining award of an Agreement and reserves the right to reject all Proposals. The City reserves the right to change, cancel, or reissue this RFP at any time. RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal nor does it obligate the City to accept or contract for any expressed or implied services. The successful respondent must comply with local, state, and federal requirements regarding equal opportunity and employment practices. It is the responsibility of respondents to be aware of these requirements. The successful respondent must complete this request for proposal requirements in full to be considered, be qualified to conduct business in the State of Oregon, and be in good standing with the Secretary of State.

C. Proposal Submittal

The Proposal and all amendments must be signed and submitted no later than 5:00 pm, September 10, 2018, to the address below. A separate Cost Proposal shall be sealed in an envelope and clearly marked "Cost Proposal". This envelope shall be included with the qualifications and work proposal and be submitted in a sealed envelope and designated with proposal title. Proposer must include one (1) original and six (6) hardcopies of their submittal as well as an electronic copy on either CD, thumb drive, or emailed to w.norris@cityofhoodriver.com. To assure that your proposal receives priority treatment, please mark as follows:

Utility Rate & SDC Study

City of Hood River

Attn: Will Norris, Finance Dir. / Asst. City Manager

211 2nd Street

Hood River, Oregon 97031

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification, or late withdrawals shall not be considered accepted after the stated Proposal Submission Deadline time and date and shall be returned unopened. Proposals submitted in facsimile will not be accepted.

D. Protest of Scope of Work or Terms

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to Will Norris, Finance Dir. / Asst. City Manager (w.norris@cityofhoodriver.com). Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Finance Director shall acknowledge any protests and, as deemed appropriate, shall issue any appropriate revisions, substitutions, or clarification via addenda to all registered Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the

established protest deadline (8/29/2018). All protests should be directed to the attention of the Finance Director, and be marked as follows:

RFP Specification/Term Protest

City of Hood River

Attn: Will Norris, Finance Dir. / Asst. City Manager

211 2nd Street

Hood River, Oregon 97031

If a protest is received in accordance with the section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. Proposal Submission and Signing

All requested forms and attachments (Business Statement, Acknowledgment Addenda, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. Cost of Preparing a Proposal

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal or in making the necessary studies for the preparation thereof.

G. Proposer Registration

Potential proposers should register with the City of Hood River to receive any issued addenda. Proposers can register by sending an email indicating their interest in the solicitation to Will Norris at w.norris@cityofhoodriver.com. Proposers should provide an email address, including identification of the principle proposer, where addendum may be sent.

H. Interpretations and Addenda

All questions regarding this project proposal shall be directed to Will Norris, Finance Dir. / Asst. City Manager. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addenda" with proposal (Attachment A). Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

I. City's Project Manager

The City's Project Manager for this work will be Will Norris, Finance Dir. / Asst. City Manager, who can be reached by email at w.norris@cityofhoodriver.com.

J. Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. Form of Contract

A sample copy of the City's generic professional services agreement is attached in Appendix D. The City expects the selected proposer to negotiate and execute a contract identifying the terms, conditions, and scope of work of the agreement to perform the work and method(s) of payment for services and any deliverables.

The contract will incorporate the terms and conditions from the RFP document and the successful proposer's response documents. Unsuccessful negotiation to develop a mutually agreeable contract will result in the City proceeding as specified in Section 8.E below.

L. Non-Collusion

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

M. Public Record

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include any subsequent cost or price information, which must be open to the public.

Section 3 - Background:

Water

The total number of water accounts is 3,640. The City provides owns and operates its own water system. The system is classified as a type II community system by the Oregon Health Authority's Drinking Water Program. The water system currently serves a population of approximately 10,225 and covers and areas of approximately 3.3 square miles. The water systems source is a series of springs located at the northern base of Mt Hood approximately 14 miles south of the City. The only treatment of this pristine water source is chlorination to maintain a residual disinfection concentration in the piping distribution system. The City's water system serves 7 pressure zones, containing approximately 54 miles of distribution and supply piping ranging from 4 to 24 inches in diameter with approximately 3,631 active accounts. The City completed a Water Master Plan Update in July of 2013 and concurrent with the Master Plan, a financial plan and rate analysis was completed by Economic and Financial Analysis (Ray Bartlett), which covered the anticipated capital improvement costs and operational costs for the City's fiscal year 2015-2016 through 2019-2020. The City has updated the project costs of the water system improvements that remain to be completed and has updated the schedule that these improvements are anticipated to occur. The 2013 Water Master Plan and the updated capital improvement costs and schedules will serve as the basis of the rate and SDC analyses. The City's average day water demand is approximately 1.75 MGD; maximum day demand is approximately 4.03 MGD.

Wastewater

The total number of wastewater accounts is 3,972. The City owns a Publically Owned Treatment Work (POTW) and sanitary collection system. The Department of Environmental Quality (DEQ) has rated the City's collection system at Class Level III and the POTW is rated as a Class Level IV treatment system. The POTW is operated through a contract with Jacobs Engineering (formally CH2M). The City operates and maintains its collection system. The City's wastewater system contains approximately 49.7 miles of gravity mains, five sewer lift stations, and 2.3 miles of force mains. The City accepts sewage from the Windmaster Sanitary Sewer District which was created in 2008 due to a sanitary health hazard in Hood River County. The City accepts sludge from outlying community treatment plants without bio-solids processing capabilities. The City also accepts septage from septic tank pumpers and portable toilet companies. The City completed a Wastewater Facilities Plan in May of 2016. Concurrent with the Master Plan, a financial plan and rate analysis was completed by Economic and Financial Analysis (Ray Bartlett) which covered the anticipated capital improvement costs and operational costs for the City's fiscal year 2015-2016 through 2019-2020.

The City's average dry weather sewer flows are approximately 1.29 MGD; peak wet weather flows are approximately 6 MGD.

Stormwater

The total number of stormwater accounts is 3,132. The City is located within a local watershed area encompassing approximately 9,900 acres. Within the City limits the stormwater system encompasses approximately 2,170 acres with 34 miles of buried piping. In addition to the piping, there is an expansive network of open channel waterways, ponds, diversion structures, and manholes. The City's stormwater system discharges into one of four main bodies of water; Indian Creek, Phelps Creek, the Hood River, and the Columbia River. The City is currently completing its Stormwater Master Plan. The plan will serve as a basis for the new stormwater utility and the SDC analyses. No previous rate analysis has been performed on the City's stormwater utility. The Stormwater Master Plan will serve as the basis for the rate and SDC analysis.

Section 4 - Study Objectives:

The City of Hood River wishes to develop a utility rate and system development charge structure that is fair, objective, and transparent to the utility customers and :

- 1) provides sufficient revenue to meet current operational, fixed costs, and current debt requirements for the utility systems;
- 2) takes into account the future capital needs as outlined in the water, waste water, and storm water master plans;
- 3) is easy to update on an annual basis as part of the City's budget process;
- 4) incorporates rate payers' ability to pay and promotes housing affordability.

The rate planning period is Fiscal Year 2020-21 to FY2024-25. The study continues where the last 5-year utility study for Water and Sewer left off. For Stormwater, the study will develop charges and rates consistent with the new Draft Stormwater Master Plan. The goal is to have a fully developed and vetted rate plan for all three utilities by December, 2019 for City Council adoption.

The study components below are suggested to achieve the study objectives. Proposers are invited to propose alternative approaches they believe better meet the desire project objectives.

- A. *Update for Revised Capital Project Timing, Cost Estimates, and City Staffing*
Capital project sequencing and cost estimates have varied since the adoption of the last rate study. The next study should true up to where the City is in the utility master plans (including the draft stormwater plan), update to current cost

estimates, and adjust future project timing based on past experience of what is feasible for the City to complete each year.

The plan should identify which capital projects can be delayed, for how long and at what risks, or potentially substituted with less expensive options, if the City chose to prioritize mitigating rate increases.

B. Incorporate Breweries, Sludge Haulers, & Septic Haulers

The Study should include an analysis of the proportionate financial impact of serving breweries, sludge haulers from satellite wastewater treatment plants, and septic haulers and set rates accordingly. This includes recommendations on setting new assumed discharge strengths and rates for commercial payers who are not large enough to justify individual discharge testing. The City's existing assumed discharge strength table was last revised in 1996 and did not include breweries as a defined category. A copy of the existing table is in Appendix B.

C. Stormwater System Development Charges

The study should base stormwater system development charge on current best practices, which are expected to incorporate impervious area for various land uses with offsets for incorporated onsite retention and treatment.

D. Examine in-city and out-of-city service rates

The City extends utility service to several areas outside of the City's boundaries. These properties may require manual meter reading where in-city meters are radio read, increased travel time to service requests, and the underlying developments did not contribute System Development Charges. The study should examine whether the out-of-city utility rates are fully recovering the total added costs of providing utility services.

E. Encourage Housing Affordability & Mitigate Impact on Low Income Payers

After the baseline forecast and rates are identified, the study should incorporate the following programs to help achieve the City Council goals of promoting housing affordability:

- The City's System Development Charges are based per dwelling unit for residential developments. The study should recommend alternative, legal, and tested methodologies to measure system impact that result in more modest housing paying less in System Development Charges while ensuring sufficient revenue is generated from other housing developments to fund needed utility infrastructure investments.

- Analyze the fiscal impact of deferring System Development Charges until issuance of certificate of occupancy as opposed to the current policy of at issuance of a building permit. Review and summarize best practices from other municipalities.
- Analyze the fiscal impact of waiving SDCs for Accessory Dwelling Units. Review and summarize best practices from other municipalities.
- Include stormwater program management costs (ex. on-site retention permitting, education, & enforcement)
- Re-engineer the City's low-income rate assistance model. The current model only assists residents who have utilities in their name, leaving out multi-family units and renters where utilities are included in the rent. The City anticipates potentially needing to move to a rebate model similar to the federal energy assistance programs. However, the proposer should recommend a program/process based on industry best practices that takes into account the City's administrative capacity
- Design an allocation formula for Construction Excise Tax (CET) dollars to offset SDCs for affordable housing. The City of Hood River's CET is 1% of building permit valuations. A minimum 35% of the amount derived from residential development CET must be used for affordable housing developer incentives, such as forgiving System Development Charges. The awarded vendor should recommend a formula/program to allocate these dollars for the greatest positive impact on housing affordability.

Note: "Affordable housing" means a housing unit for which a person earning 80% or less of area median income would not pay more than 33% of their gross income for housing payments (HRMC 15.17.015.A)

Section 5 – Services and Deliverables to be Provided by Consultant

1. Conduct a detailed review of existing utility rates in Hood River and develop general familiarity with the City of Hood River's billing system (Caselle)
2. Meet or confer with staff as needed.
3. Attend two meetings with the City Council to review the rate options and final draft report. Meetings are on Monday evenings, usually the 2nd and 4th Mondays of each month.
4. Conduct analysis as required to address the study objectives.
5. Rate options presentation: a) prepare report outlining rate survey and option analysis results and suggest preferred options available to best accomplish stated objectives; b) submit 12 copies and a PDF of the report; c) meet with the City Council to obtain preferred options for further evaluation.

6. Preliminary report: a) prepare a preliminary study report and tentative rate structure; b) submit 12 copies of the report and a PDF of the report.
7. Draft final report: a) incorporate any changes pursuant to comments from the City of Hood River relating to the preliminary report; b) submit 12 copies of the final report to the City and a PDF of the report; c) present final draft report to the City Council for their review.
8. Final report: a) incorporate changes pursuant to comments received at the City Council meeting; b) submit 12 copies plus 1 reproducible copy; c) provide a disk with report in MS Word format with spreadsheet in Excel format.
9. Supply a time schedule for developing a preliminary and final report with the final report being delivered to the City by December, 2019.
10. Provide an easy to use electronic rate model in MS Excel for the City of Hood River to use in annual rate setting.

Section 6 - Services to be Provided by the City of Hood River

The services to be provided by the City of Hood River include, but are not necessarily limited to the following:

1. Furnish all reasonable and available records and information including financial reports, budgets, consumption data, meter size, and customer classes for the City of Hood River. Provide copies of the water system master plan, sanitary sewer system master plan, and storm water master plan (draft).
2. Provide a debt schedule for all bonds supported by utility rates.
3. Provide staff support and assistance as required and agreed to in advance of the study.

Section 7 - Proposal Content and Format:

A. Format

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP Title, name and title of the proposer's contact person, address, telephone number, fax number, email address, and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- i. A brief statement of the Proposer's understanding of the project and services to be performed;
- ii. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address, and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm and Project Team Qualifications

- i. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- ii. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- iii. Proposers must identify the anticipated members of their firm that will be assigned to meet the work scope and timelines. Proposers should identify individuals and subcontractors who will provide the services, their experience, their individual qualifications, and their roles throughout the project. Pertinent resumes of assigned personnel should be included.
- iv. Proposers are encourage to provide details on the firm's and team member's experience with managing infrastructure financing models and projects. Identify sub-contractors, if sub-contractors are proposed, by name and list key personnel assigned to the project.
- v. Firms should also provide details on their firm's or any project team member's previous experience with the City.
- vi. References
- vii. Provide references for projects similar to the work described in this QBS packet that the firm has performed in the past 10 years. List contact name, address, phone number, fax number, and e-mail

address for each reference and provide a brief description of the project. The City reserves the right to investigate the references and the past performance of any applicant with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

5. Project Understanding and Approach

Proposers should detail their understanding of the City's needs and the approach they will take to ensure successful completion of the project and why they feel the approach will provide the best outcome for the City. This project is time sensitive. At minimum, project approach should include a general schedule of meetings, milestones, and deliverables and who from the proposed project team will address each step. The City encourages proposers to include details on their firm's experience on project management from a perspective of a prime consultant. Proposers should detail how their firms will address the scope challenges of the project that may delay segments of projects. Proposers should also detail how their firm will address quality control throughout the project.

6. Project Samples

Provide at least three (3) project samples comparable to the requested services performed by the firm within the last eight (8) years. For the sample projects-

- i. Describe the sample project's relevance to the City's project, including descriptions of how any outstanding issues and project constraints were addressed and resolved, and how work on the previous project illustrates ability to deliver desired outcomes on this project.
- ii. Include a brief description of project goals, infrastructure type, annual revenue received, duration and objectives; a list of key project staff and their roles; tasks performed by the firm to fulfill the project objectives; and whether the schedule and budget were met.
- iii. Include 2 reference contacts for each project with valid contact information.

7. Cost Proposal

Proposers shall submit a separate cost proposal outlining hourly rates, estimated hours to complete the work and a "not to exceed" cost to complete this work. This information should be placed in separate sealed

envelope marked "Cost Proposal". This envelope will only be opened if negotiations are to occur with the selected firm.

B. Additional Services

Provide a brief description of any other services that your firm could provide the City. Such services would be contracted for on an "as needed" basis likely via an amendment to the contract so long as not drastically altering the scope of work.

C. Additional Information

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. Disputes

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

E. City Personnel

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

F. Completion of Attached Forms

Please complete Section 7, Proposal Certifications; Section 8, Signature Page; Attachment A, Acknowledgement of addenda (if any); Attachment B, Statement of Proposal.

G. Proposal Length

The total submittal shall not exceed 20 sheets printed front and back (40 pages at print). Forms that are to be completed as part of this proposal are not included in this count.

Section 8 - Proposal Evaluation Procedures

- A. A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a Proposer proposal. Proposals will be evaluated in accordance with the following:

Criteria	Weight
Proposal submitted on time and completely	Pass/Fail
An original plus six (6) copies of the complete proposal	Pass/Fail
Consultant's understanding of the City's desires and general approach to the project as demonstrated in the project description and scope of work.	30 pts
Consultant's experience with projects of similar complexity and function.	20 pts
Demonstrated ability of the Consultant to perform high quality work, to control costs and to meet schedules.	20 pts
Qualifications of the Consultant's staff, and/or staff of sub-contractors, being assigned to this project.	15 pts
Unique or special capability.	15 pts
TOTAL	100 pts

B. Presentation/Interview

At the option of the City, the top two or three Proposers may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule the time and location of these presentations (if necessary) and notify the selected firms. Should one or more firms be selected for oral interviews, an additional 20 points in scoring will be assigned to the interview process.

C. Investigations of References

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

D. Clarification of Proposals

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification in a timely manner could result in rejection of their proposal.

E. Negotiations with Top Ranked Firms(s)

Upon review of the proposals submitted and ranking the firms based on the aforementioned criteria, the City will open the sealed cost proposal and enter into negotiations with the top ranked firm. If the City and the top ranked firm -are unable after good faith negotiations to agree to a price, the City will move to the second ranked firm, open the sealed cost proposal, and enter into negotiations. The process shall repeat until either the City and a firm come to an agreed upon price or the City determines the project unfeasible at this time and elects to re-scope and resolicit the work.

F. Proposal Rejection

The City reserves the right to:

- a. Reject any or all proposals not in compliance with all public procedures and requirements;
- b. Reject any proposal not meeting the specifications set forth herein;
- c. Waive any or all irregularities in proposals submitted;
- d. Reject all proposals;
- e. Award any or all parts of any proposal; and
- f. Request references and other data to determine responsiveness.

APPENDIX A: Business Statement

Using this form, complete and submit with your proposal response.

1. Name of Business: _____
2. Business Address: _____
3. Phone: _____ Fax: _____
4. Email (of proposer): _____
5. Business Classification (check all that apply)
Individual Partnership Corporation Women or Minority Owned
6. Federal Tax Number (a SSN or Federal Tax Number): _____
7. Name of Owner: _____
8. Does firm maintain insurance in amounts specified below? Yes: No: If no, describe.
 - A. *Commercial General Liability insurance of at least \$500,000 per occurrence: \$1,000,000 aggregate; naming the City as an additional insured on the policy contingent on contract award.*
9. Are there claims that are pending against this insurance policy? Yes: No: If yes, attach explanation.
 10. During the past five years, has the firm, business, or any officer in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any officer in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any officer in the firm or with any insurance carrier concerning the firm, business, or any officer in the firm or business. Yes: No: If yes, attach an explanation.
11. Has company been in bankruptcy, reorganization or receivership in last five years? Yes: No:
12. Has company been disqualified or terminated by any public agency? Yes: No:
13. Proposal offers shall be good and valid for at least 60 days. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition? Yes: No:

Having carefully examined all the documents of the solicitation, including the instruction, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information accepts all the terms and conditions contained in the City of Hood River's Qualification Based Request for Proposal for Infrastructure Financing Services for transportation and parks, water, sanitary sewer, and stormwater and the attached professional services agreement template (Attachment D)

Firm Name: _____

Authorized Signature: _____ Print Name: _____

Date: _____

APPENDIX B: City of Hood River Assumed Discharge Strength Categories

LOW (BOD < 401)
MEDIUM (BOD < 801)
HIGH (BOD > 800)

NATIONAL AVERAGES CHART

<u>Code</u>	<u>Description</u>	<u>BOD</u>	<u>Charge per 1,000 gallons</u>
R	Restaurant	1,000	HIGH
L	Laundromat	824	
I	Industrial	560	MEDIUM
B	Bakery	550	
F	Funeral home	228	LOW
D	Doctor	225	
T	Trailer park	200	
M	Hotel & motel	200	
A	Apt,condo,_plex	200	
E	Bed & breakfast	200	
C	Commercial	200	
S	School	200	
W	Warehouse	200	
U	Church	200	
G	Gas station	200	
Y	Car wash	150	

Updated 1996

APPENDIX C: 2018-19 Utility Rate Schedule

<u>SYSTEM DEVELOPMENT CHARGES (SDC)</u>		<u>UTILITY INSPECTION FEES</u>	
SDC Evaluation Fee	actual cost	Sewer Inspection Fees	
Stormwater System Development Charges		3/4"	156.00
SDC per ERU	695.00	1"	156.00
		1 1/2"	156.00
Water System Development Charges		2"	156.00
Reimbursement		3"	156.00
3/4"	1,661.00	4"	156.00
1"	2,768.00	6"	156.00
1 1/2"	5,538.00	8"	156.00
2"	8,860.00		
3"	27,689.00	UTILITY RATES	
4"	55,377.00	Water Meter Monthly Base Fee	
6"	110,755.00	3/4"	39.04
8"	149,518.00	1"	66.36
Improvement		1 1/2"	117.13
3/4"	2,478.00	2"	209.61
1"	4,130.00	3"	417.69
1 1/2"	8,260.00	4"	651.88
2"	13,215.00	6"	1,299.92
3"	41,299.00	Water Commodity Charge	
4"	82,598.00	Residential > 5,000 gallons/month, per 1,000 gallons	2.42
6"	165,197.00	Commercial > 0 gallons/month, per 1,000 gallons	2.42
8"	223,016.00	Stormwater Monthly Base Fee	
		3/4"	9.19
Sewer System Development Charges		1"	44.38
Reimbursement		1 1/2"	76.90
3/4"	982.00	2"	84.12
1"	1,641.00	3"	146.57
1 1/2"	3,272.00	4"	294.18
2"	5,237.00	6"	458.81
3"	16,378.00	Sewer Monthly Base Fee	
4"	32,749.00	Residential - Inside City Limits	
6"	65,505.00	3/4"	58.90
8"	88,427.00	1"	99.90
Improvement		1 1/2"	194.10
3/4"	880.00	2"	311.70
1"	1,470.00	3"	629.20
1 1/2"	2,929.00	4"	982.23
2"	4,689.00	6"	1,958.39
3"	14,666.00	Residential - Outside City Limits	
4"	29,321.00	3/4"	73.50
6"	58,652.00	1"	124.90
8"	79,176.00	1 1/2"	242.60
		2"	389.60
SEPTAGE RECEIVING FEE - Per Gallon	0.18	3"	787.10
		4"	1,227.30
UTILITY BILLING FEES		6"	2,447.50
Delinquent Fee (30 days past due)	5.00	Sewer Non-Residential Commodity Rates - Per 1,000 gallons	
Water turn on/turn off	-	Low BOD <401	2.56
After hours- per trip	87.00	Medium BOD <801	3.84
Delinquent shut off/turn on	33.00	High BOD > 800	5.10
Water meter removal and/or reinstallation fee	55.00	Permitted Industrial Users	
Water meter read (other than routine)	22.00	FLOW per gallon	0.00135
Water shut-off notice (doorhanger)	22.00	BOD per lbs	0.17
Water calibration/testing of meter - requested by customer	27.00	TSS per lbs	0.28
Processing Fee - New Accounts	10.00	Utility Rate Assistance Program - Residential Only	
Process Fee - Closed Accounts	10.00	Water Rate Reduction - as % of Base Rate	40%
Collections fee - charged by Collection Agency	25% of fines due	Sewer Rate Reduction - as % of Base Rate	30%
collections interest - 50% to Agency/City	9% per annum	Stormwater - No Rate Reduction	n/a
UTILITY CONNECTION FEES	-		
Water Connection Fees	-		
3/4"	2,103.00		
1"	2,307.00		
1 1/2"	3,528.00		
2"	3,856.00		
3"	Actual + 10%		
4"	Actual + 10%		
6"	Actual + 10%		
8"	Actual + 10%		

APPENDIX D: CITY OF HOOD RIVER PERSONAL SERVICES CONTRACT

CITY OF HOOD RIVER, OREGON PERSONAL SERVICES AGREEMENT (SDC and Utility Rate Study Consultant)

This Personal Services Agreement (“Agreement”) is between the CITY OF HOOD RIVER, an Oregon municipal corporation (City), and _____. (Contractor), and shall be effective when signed by both parties.

PARTIES: City of Hood River (“City”)
P.O. Box 27
Hood River, OR 97031

Proposed Client (“Contractor”)
(Address)

RECITALS

- A. City requires the services of an independent consultant to provide a study of the City’s system development charges (SDC) and utility rates and to make recommendations for revisions to both, as set forth in the attached Exhibit A.
- B. Contractor has the training, ability, knowledge, and experience to provide the professional project management services desired by the City, as so stated in Exhibit C, attached hereto.
- C. City selected Contractor to provide these services pursuant to a request for proposals (RFP) as set forth in Exhibit B and an RFP process consistent with the City’s public contracting rules in HRMC Chapter 2.32.

NOW, THEREFORE, based on the mutual promises of the parties, the parties agree as follows:

- 1. **Statement of Work.** Contractor shall provide the services set forth in Exhibit A (the “Work”), consistent with Exhibit B (City’s RFP) as augmented by any additional commitments and representations made by Contractor in Exhibit C (Contractor’s response to City’s RFP). Contractor shall perform the Work at the direction of the City Finance Director and the Director of Public Works, in accordance with the terms and conditions of this Agreement.
- 2. **All Costs and Labor to be Provided by Contractor:** Contractor shall, at its own risk and expense, perform the Work described in Exhibit A, as augmented by representations made in Exhibit C, and, except as provided in this Agreement, furnish all labor, equipment and materials required for the proper performance of the Work.
- 3. **Qualified to Provide Work:** Contractor has represented, and by entering into this Agreement now warrants, that Contractor, and all persons employed by Contractor assigned to perform the Work specified under this Agreement, are fully qualified to perform and complete the Work, and the specific tasks they will be assigned in a skilled

and workmanlike manner, consistent with industry standards in the State of Oregon, and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

4. **Agreement Documents.** This Agreement includes the following Exhibits that are attached and incorporated herein by reference: Exhibit A (Scope of Work), Exhibit B (the City's RFP,) and Exhibit C (the Contractor's proposal submitted in response to the City's RFP).
5. **Agreement Term:** This Agreement becomes effective on **Sept. 1, 2018** and shall remain in effect until midnight **December 15, 2019**, unless terminated, amended, including extension or renewal, in accordance with Paragraph 8. Early termination of the Agreement does not extinguish or prejudice City's right to enforce this Agreement with respect to any default by Contractor that has not been cured.
6. **Compensation:**
 - a. Contractor shall be paid for Work performed as outlined in Exhibit A for the agreed upon scope of work at the agreed upon compensation for the scope of work.
 - b. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Agreement requires City to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the City Finance Director by the 10th day of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the initial term of the Agreement be prematurely terminated, payments will be made for work completed and accepted to date of termination.
7. **Indemnification:** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT. Contractor shall not be held responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of City.
8. **Termination and Amendment:** This Agreement may be terminated by either party by giving 30-days' written notice to the other party. This Agreement may be amended, including its term, by written instrument executed by both parties.
9. **Independent Contractor Status:**
 - a. Contractor shall perform all Work as an independent Contractor. The City reserves the right to:
 - i. determine and modify the delivery schedule for the Work and
 - ii. evaluate the quality of the Work Product, however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

- b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as these terms are used in ORS 30.265.
 - c. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.
10. **Assignment and Subcontracts:** Contractor shall not assign this Agreement or subcontract any portion of the Work without the written consent of City, which consent may be withheld in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.
11. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
12. **Merger Clause; Waiver.** This Agreement and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Agreement conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.
13. **Confidentiality.** Contractor will have access to certain information that is confidential and proprietary to the City (the "Confidential Information"). Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the City and Contractor shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of performing the Work under this Agreement. Contractor shall not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever except with the specific prior written authorization of the City. The obligations with respect to Confidential Information shall survive termination of this Agreement.
14. **Insurance.** Contractor shall, at its own expense, at all times during the term of this agreement, maintain in force:
- I. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this agreement, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance;
 - II. A professional errors and omissions liability policy; and

- III. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured.

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

15. Ownership of Work Product.

- a. **Definitions.** As used in this paragraph and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City.
 - ii. "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.
- b. **Original Works.** The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain common law, statutory and other reserved rights in their work, including copyrights. All Work Product provided by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City who may use them without the Contractor's further permission for any lawful purpose. Under no circumstances will the transfer of ownership of drawings, specifications, electronic data or other Instruments of Service be deemed to be a sale by the Contractor, and the Contractor makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.
- c. **Third Party Works.** Upon execution of this Agreement, the Contractor grants to the City a nonexclusive license to reproduce the Contractor's Instruments of Service for purposes of constructing, using and maintaining the Project. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Agreement. Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Contractor or the Contractor's consultants. The City shall indemnify and hold harmless the Contractor,

Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Contractor:

City:

By: _____

By: _____
Steve Wheeler, City Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Daniel Kearns, City Attorney