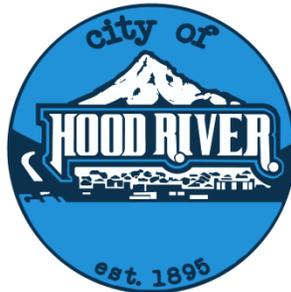


QUALIFICATION BASED REQUEST FOR PROPOSAL (QBS):

Hood River Heights District Urban Design & Engineering Services



December, 2018

- Issued By:** Hood River Urban Renewal Agency,
211 2nd St., Hood River, OR 97031
Will Norris, Finance Director / Assistant City Manager
w.norris@cityofhoodriver.com
- Issue Date:** December 4, 2018
- Response Date:** 5:00pm, Monday, January 14, 2019
- Questions:** Questions can be sent to Will Norris, at
w.norris@cityofhoodriver.com.
- Registration:** Proposers must register with the Hood River Urban Renewal Agency 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@cityofhoodriver.com

PUBLIC NOTICE
QUALIFICATION BASED REQUEST FOR PROPOSAL
Hood River Heights District Urban Design & Engineering Services

The Hood River Urban Renewal Agency (“Agency”) is requesting sealed proposals from qualified firms or individuals to provide design services including a streetscape design and landscape drawings for the Hood River Heights District. The design work includes preparing preliminary engineering sufficient to calculate order-of-magnitude cost estimates and prioritize construction project(s) in an efficient and expedited manner. The Agency requests sealed proposals from qualified firms or individuals with expertise in public infrastructure engineering, landscape architecture, and streetscape design.

Qualifications and proposals and a separately sealed cost proposal will be received until 5:00pm local time, Monday, January 14th, 2019, at Hood River City Hall at 211 2nd St., Hood River, OR 97031. Proposals will be scored and ranked on a qualification basis, finalists will be asked to interview in person, and The Agency 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 Agency may reject any proposal not in compliance with all public contracting procedures and requirements and may reject for good cause any or all proposals upon a finding of The Agency if it is in the public interest to do so.

PUBLISHED	ORPIN	December 4, 2018
	Hood River News	December 8, 2018
	City of Hood River website	December 4, 2018

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Section 1 - Special Instructions

A. Proposed Timelines

December 4, 2018	Advertisement and Release of Project Packet
December 27, 2018	Deadline for Questions & Protests
	Answers to Questions issued as RFP addendum
	<i>Vendors are encouraged register with The Agency to receive answers provided to other interested vendors.</i>
January 14, 2019	Deadline for Submission of Proposals 5:00pm
Week of Jan. 28, 2019	Interviews
February 1, 2019	Opening of Cost Proposal of Top Firm
Week of Feb. 4, 2019	Negotiation of Contract
February 12, 2019	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 Agency will be the sole judge in determining award of an Agreement and reserves the right to reject all Proposals. The Agency reserves the right to change, cancel, or reissue this RFP at any time. RFP does not obligate the Agency to pay any costs incurred by respondents in the preparation and submission of a proposal nor does it obligate The Agency 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, January 14, 2019, 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. Please mark the entire package as follows:

Heights District Urban Design & Engineering Services

Hood River Urban Renewal Agency
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 package and envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The Agency 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 Agency 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 (DATE). All protests should be marked as follows:

RFP Specification/Term Protest

Hood River Urban Renewal Agency
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) 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 Agency 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 Hood River Urban Renewal Agency 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 Agency, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, will be sent via email to registered proposers. Proposers will be asked to acknowledge receipt by emailed reply. 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 Agency'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 Agency's generic professional services agreement is attached in Appendix D. The Agency 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 Agency 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 Agency 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 2 - Background:

The Heights Urban Renewal District encompasses approximately 96 acres along State Highway 281 in Hood River. The district's maximum indebtedness, or the limit on the district's borrowing, was set at \$8,495,000 when the district was established in 2011 through Ordinance 1999. Redevelopment of the Heights District is guided by an Urban Renewal Advisory Committee that meets monthly.

The Heights district identity is separate and distinct from Hood River's historic downtown district and waterfront area. The Heights holds a greater diversity of commercial uses than these other districts and has a greater emphasis on catering to the permanent residents of Hood River. The Heights Urban Renewal projects are intended to enhance and improve these characteristics.

After the initial years of accruing tax increment revenues, the Heights District is positioned to make large redevelopment investments. In anticipation of this available funding, several well attended community meetings were held in late 2017 to prioritize the projects identified in the original Hood River Heights Urban Renewal Plan.

Dovetailing on the City hosted events were community driven events, including a "Walkshop" facilitated by Blue Zones, LLC and streetscape demonstration projects as part of an Open Streets event. These community events generated important public input, including new ideas not originally included in the Heights Urban Renewal Plan. The most ambitious of which is modifying traffic flows on State Highway 281.

The Urban Renewal Agency is now soliciting consulting services to inform how to feasibly implement the project priorities given available funding, regulatory processes

2011- Prior Existing Heights UR Plan Projects

- Water, sewer, stormwater upgrades
- Underground utility lines
- Parking improvements
- Streetscape improvements to develop district identity
- Redevelopment assistance to private businesses
- Assist in development of housing

2017 - Oct./Nov. Community Input Meeting Priorities

- Underground utility lines
- Create safer street environment for pedestrians, bicyclists and cars including possibly:
 - Return to two-way traffic
 - Angled parking
 - Streetscape improvements to develop district identity, such as street lighting, planter boxes, bump outs, pavement treatments.

2018 - Dan Burden Walkshop / Streets Alive Demonstrations

- Mutually exclusive potential modifications to traffic flow;
 - a) Single lanes on 12th/13th
 - b) Return to two-way traffic
 - c) 13th two-way, reduce 12th to single lane
- Other streetscape amenities (slip lanes, roundabouts, bump outs, protected bike lanes, etc.) to reduce target vehicle speed to 20mph

The scope of services includes site assessment, synthesis of community input, development of conceptual designs including plan view and roadway sections, public utility facilities, and pedestrian and landscaping amenities. The selected firm or team of consultants will provide urban design, traffic, and civil engineering consulting services as necessary to organize, sequence, and provide cost estimates for the project priorities generated from the 2017 Community Input Meetings, Blue Zone LLC “Walkshop”, and Open Streets demonstration projects as well as any additional public engagement facilitated by the consultants and/or Urban Renewal Advisory Council during this project.

The need for traffic and civil engineering competency as well as experience with ODOT right-of-way, highway design standards, approval processes, and project delivery methods is particularly important for this project. This is due to various capital projects that require breaking ground in and around State Highway 281 (ex. utility undergrounding, storm/water/sewer improvement, & streetscape designs). It will be key to sequence projects to avoid situations like a newly constructed street design being disturbed by planned utility work or extended ODOT approval process delays that alter project plans.

The final project deliverable will be a report on feasible redevelopment implementation alternatives, with project lists, sequencing, timelines, and cost estimates, for the Urban Renewal Advisory Committee to evaluate and for the Urban Renewal Agency to adopt. A successful project will produce an urban design and implementation plan that meets regulatory constraints, carries a plurality of public support, and can be quickly translated into more detailed engineering and project development documents.

Section 4 – Important Consultant Qualifications

The qualifications listed below are intended to emphasize potentially unique qualities necessary for this project. It is not intended to be a comprehensive list of all qualifications. Consultants are also expected to hold any certifications, degrees, and/or licenses customary in their industry or required to complete the project scope. Additional qualifications, such as unique experience or specialized training, relevant to the project but not listed below will also be considered.

- Engineering capabilities necessary to produce 30% design drawings of all plan concepts sufficient to include in engineering and project development documents

- Demonstrated experience developing similar urban plans that have resulted in implemented redevelopment projects
- Familiarity and understanding of the State of Oregon Highway Design Standards Manual (<http://www.oregon.gov/ODOT/Engineering/Pages/Hwy-Design-Manual.aspx>) and Analysis Procedures Manual (<https://www.oregon.gov/ODOT/Planning/Pages/APM.aspx>)

Section 5 – Services and Deliverables to be Provided by Consultant

The principle desired outcome of the project is to develop Heights District redevelopment alternatives with sufficient specificity (cost, timelines, feasibility) in order for the Urban Renewal Advisory Committee to effectively evaluate and recommend a course of action for the Urban Renewal Agency to adopt. The project phases below are suggested to achieve this project outcome. Proposers are invited to offer alternative approaches they believe better meet the desired project outcome and deliverables.

a) Project Scoping.

Review the Heights Urban Renewal Plan and available public input from 2017 community meetings, Blue Zone LLC “Walkshop”, and Open Streets demonstration projects. Conduct a site analysis and collect additional data as necessary. Meet with Agency staff and the Urban Renewal Advisory Committee to finalize project scope, goals, objectives, schedule, and process

Deliverables:

- Post meeting notes summarizing key information.
- Site analysis and assessment report
- Traffic Study
- Ongoing community engagement outline

b) Develop Project Concepts.

- Develop scoring criteria that incorporates a set of both qualitative and quantitative performance metrics to evaluate proposed redevelopment concepts.
- Produce redevelopment concepts for the Heights Business District incorporating community input, with a focus on creating a safer street environment for pedestrians and cyclists, while providing efficient access and parking for the District’s businesses and residences. Redevelopment concepts should be referential to the character of the City of Hood River and especially the

Heights Business District, but may be based on existing successful mixed-use streetscapes found in similar communities

- Conduct stakeholder and community meetings to revise and refine the district concepts with buy in from residents, property and business owners.
- Present preferred design package to the Urban Renewal Advisory Committee in a public forum, receive feedback and edit as necessary.

Deliverables:

- Conceptual designs to include combination of reports draft plans, color renderings, perspectives, plan views and cross sections to a level of detail that clearly demonstrate concepts and intent.
- Public Input report: A brief summary of public input meetings including dates, attendance and results.

c) Finalize Conceptual Design and Planning Level Cost Estimates.

Once chosen design alternatives are selected by the Urban Renewal Advisory Committee, the final redevelopment alternatives will be presented to the Urban Renewal Agency Board for adoption. The final design packages shall include plan views and typical cross sections of pedestrian and bicycle improvements, drainage design, utility improvements, landscaping and lighting plan, parking and street improvements.

Deliverables:

- 3-D Renderings including AutoCAD and pdf electronic file types as well as plan sheets and bound reports of the final project package.
- 30% Engineered Design Concepts/Drawing sufficient for use in development documents.
- Identification of any potential design exceptions, including explanation/justification, to state highway standards included in the design deliverable

Section 6 - Services to be Provided by the Hood River Urban Renewal Agency

The services to be provided by the Hood River Urban Renewal Agency include, but are not necessarily limited to the following:

1. Furnish all reasonable and available records and information including financial reports, budgets, for the Hood River Urban Renewal Agency. Provide copies of the Heights Urban Renewal Plan and Report.
2. Provide all documents and information generated from prior community events prioritizing Heights Business District projects.

3. Provide staff support and assistance as required and agreed to in advance of the study.

Section 7 – Anticipated Project Cost

The budget for this project is flexible and will be influenced by the breadth and quality of the selected proposal. However, it is understood that proposers may need to know a general budget range prior to investing the time needed to develop a full proposal. For this purpose, the City is anticipating the project will cost approximately \$100,000. The final cost will be negotiated with the awarded firm.

Section 8 - 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 key 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. Resumes of key personnel shall be included.
- iv. Proposers are encourage to provide details on the firm's and team member's experience. 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 Agency.
- 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 Agency 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 Agency's needs and the approach they will take to ensure successful completion of the project, from vision to concept, and why they feel the approach will provide the best outcome for the Agency. At minimum, project approach shall include a general schedule of meetings, milestones, and deliverables and who from the proposed project team will address each step. The Agency 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 ten (10) years. For the sample projects-

- i. Describe the sample project's relevance to the Agency'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 one (1) 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 a separate sealed envelope marked "Cost Proposal". This envelop 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 Agency. 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 Agency and a Proposer as to the items to be furnished hereunder or the interpretation of the

provisions of this RFP, the decision of the Agency shall be final and binding upon all parties.

E. City Personnel

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

F. Proposal Length

The total submittal shall not exceed 15 sheets printed front and back (30 pages at print). Forms that are to be completed as part of this proposal are not included in this count.

Section 9 - Proposal Evaluation Procedures

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

Criteria	Weight
Proposal submitted on time and complete	Pass/Fail
An original plus six (6) copies of the complete proposal	Pass/Fail
Demonstrated experience developing local redevelopment plans that encompass State of Oregon Highways.	Pass/Fail
Consultant's understanding of the Agency's desires, approach to the project as demonstrated in the project description and scope of work, and ability to perform.	30 pts
Consultant's successful 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.	25 pts
Unique or special capability.	5 pts
TOTAL	100 pts

B. Presentation/Interview

At the option of the Agency, 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.

C. Investigations of References

The Agency 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 Agency 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 Agency will open the sealed cost proposal and enter into negotiations with the top ranked firm. If the Agency and the top ranked firm - are unable after good faith negotiations to agree to a price, the Agency will move to the second ranked firm, open the sealed cost proposal, and enter into negotiations. The process shall repeat until either the Agency and a firm come to an agreed upon price or the Agency determines the project unfeasible at this time and elects to re-scope and resolicit the work.

F. Proposal Rejection

The Agency 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 Agency 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 Hood River Urban Renewal Agency'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 PERSONAL SERVICES CONTRACT

CITY OF HOOD RIVER, OREGON PERSONAL SERVICES AGREEMENT (Heights Urban Design)

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 Heights Urban Design Services 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 MONTH DAY YEAR and shall remain in effect until midnight MONTH DAY YEAR, 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, suite, 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: _____
Rachael Fuller, City Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Daniel Kearns, City Attorney