



**City of Hood River Planning Department**  
**REQUEST FOR PROPOSALS**

**Project:** Housing Development Advisory Services

**Issue Date:** July 6, 2020

**Proposals Due:** August 19, 2020  
2:00 p.m. Pacific Time  
Hood River City Hall  
211 2<sup>nd</sup> St., Hood River, OR, 97031

**Contact:** Kevin Liburdy, Senior Planner  
541-387-5224  
[k.liburdy@cityofhoodriver.gov](mailto:k.liburdy@cityofhoodriver.gov)

**CITY OF HOOD RIVER**  
**Notice of Request for Proposals**  
**Housing Development Advisory Services**

**Proposals due by 2:00 p.m., Pacific Time, on Wednesday, August 19, 2020**

The City of Hood River (“City”) is soliciting proposals from qualified consulting firms to provide housing development advisory services. The selected consultant will prepare a strategy for development of a seven-acre parcel that the City purchased to help address the community’s housing needs. The strategy will recommend the optimal type and scale of housing to be pursued on the parcel; whether ownership, rental or a combination should be developed; what levels of income or sales price/rental rate restrictions could best be produced; and effective methods for achieving City goals related to housing and community development. The selected consultant will also work with the City to prepare a request for proposals or other solicitation method to be issued to the development- and partner community for disposition and development of the site.

Interested firms may obtain a copy of the Request for Proposals (RFP) packet and any addenda at <https://cityofhoodriver.gov/bid-center-rfps/> .

Proposals must be received by Kevin Liburdy, Senior Planner, by either US mail or by electronic mail by 2:00 p.m. on Wednesday, August 19, 2020.

Email: [k.liburdy@cityofhoodriver.gov](mailto:k.liburdy@cityofhoodriver.gov) (*preferred method*)

Mail: City of Hood River  
Attn: Kevin Liburdy, Housing Development Advisory Services RFP  
211 2<sup>nd</sup> Street  
Hood River, OR, 97031

Proposals must be completed in a manner specified in the RFP packet, and submittals must be clearly marked “Housing Development Advisory Services RFP.”

All questions or requests for clarification must be submitted in writing no later than 2:00 p.m. on Wednesday, July 22, 2020, to Kevin Liburdy by email or mail at the above address.

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	Daily Journal of Commerce	July 8, 2020
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**Section 1. Introduction**

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The City is requesting proposals from housing policy, development, and planning firms that have experience with development of deed-restricted affordable and market- housing, as well as one or more of the following:

- Market analysis, regulatory analysis and feasibility analysis;
- Community engagement;
- Facilitation and management of public-private partnerships;
- Site planning, engineering and construction of public infrastructure (sanitary sewer, water, stormwater and streets).

In January of 2020 the City of Hood River purchased a seven-acre parcel to help address the community’s housing needs including development of at least 50 housing units for households earning at or below 120% of area median income. Adequate public facilities including streets and utilities will need to be provided to facilitate development of the site.

The selected consultant will assist the City with preparing and evaluating alternative development scenarios for the parcel, and with issuing a subsequent request for proposals or other solicitation method for a detailed disposition and development plan for the site.

**Section 2. Proposal Instructions**

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A. Proposed Timeline

The City anticipates the following general timeline for this RFP. The following dates are subject to change at the City’s discretion:

July 8, 2020	Request for Proposals advertised
July 22, 2020	Questions deadline
August 19, 2020	Deadline for submittal of Proposals
Week of August 31, 2020	Interviews (if necessary)
September 16, 2020	Estimated contract award
3-6 months	Estimated completion of project, from date of contract

B. Proposal Submittal

The Proposal, any amendments and all requested forms and attachments (Business Statement, Acknowledgment of Addenda, etc.) must be signed and submitted electronically or via US mail no later than 2:00 p.m. Pacific Time, August 19, 2020. By signing the proposal, the Proposer confirms it is the intention of its firm to adhere to the provisions described in this RFP.

All information shall be submitted by mail or email as follows:

Email: [k.liburdy@cityofhoodriver.gov](mailto:k.liburdy@cityofhoodriver.gov) (*preferred method*)

Mail: City of Hood River  
Attn: Kevin Liburdy, Housing Development Advisory Services RFP  
211 2<sup>nd</sup> Street  
Hood River, OR, 97031

The Proposer's name and contact information shall be provided on the first page of the submittal. 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 bid opening date and time and shall be returned unopened.

C. Interpretations and Addenda

All questions regarding this project proposal shall be submitted by 2:00 p.m. Pacific Time on July 22, 2020. 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.

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 Kevin Liburdy, [k.liburdy@cityofhoodriver.gov](mailto:k.liburdy@cityofhoodriver.gov). Proposers should provide an email address where addendum may be sent.

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

D. Proposal Validity Period

Each proposal shall be irrevocable for a period of sixty (60) days from the deadline for submittal of proposals.

E. Contract Requirements

The successful Proposer shall enter into a Personal Services Contract with the City. A sample copy of the City's generic Personal Services Contract is attached in Appendix C. The City expects the selected Proposer to negotiate and execute a contract identifying terms and conditions, an agreed upon scope of work, and method(s) of payment for services and deliverables.

The contract will incorporate 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.F below.

F. Budget: The City has budgeted \$50,000 for consultant services for this project. This may be subject to refinement with negotiation.

G. 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.

H. 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.

I. General

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, delay, suspend or reissue this RFP at any time. The 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 City and State of Oregon, and be in good standing with Secretary of State.

## Section 3. Background

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### The City of Hood River

Incorporated in 1895, the City of Hood River is the county seat for Hood River County. Located about 60 miles east of Portland via Interstate 84 at the confluence of the Hood River and the Columbia River, and bordering the Columbia River Gorge National Scenic Area, Hood River is a hub for regional industries as well as outdoor recreation.

As of July 2019, Hood River's population was 8,305 plus significant influxes of tourists seasonally. Originally known for its agriculture, more recently the region has seen growth in industrial traded-sector businesses including advanced manufacturing, food and beverage, outdoor gear and apparel, and high tech. As the City's population and industries have grown, housing has become less affordable.

Following adoption of a Housing Needs Analysis in 2015, the city council developed a housing strategy and established goals of creating opportunities for a more inclusive and diverse housing inventory. Some elements of the housing market and demographic analysis were updated in 2019 in a report published [here](#).

### Housing Needs

Key points about housing affordability in Hood River include:

- Median home prices and median rents have seen steady increases and both exceed Oregon statewide levels.
- Hood River will have an ongoing need for housing affordable to lower- and moderate-income households including those making \$75,000 or less annually.
- Homeownership rates in Hood River declined recently from 51% to 46%; 54% of Hood River households are renters (2013-2017 American Community Survey).
- The share of all Hood River households that are cost burdened increased from 32% in 2009-2013 to 37% in 2013-2017. About 48% of renters are cost burdened.
- Three quarters of people who work in Hood River live elsewhere and commute.

### The Site

The City of Hood River purchased approximately 7.15 acres of land in January of 2020 with the intention of addressing the city's housing needs. The Oregon Business Development Department granted funding for the purchase subject to terms including development of at least 50 housing units for households earning at or below 120% of area median income on at least one third of the site (for a period of at least 30 years). The site is near commercial uses and employers, approximately one-half mile from Interstate 84 Exit 62 and approximately one mile from the downtown core.

Approximately six acres of the site currently are zoned R-1 (Urban Low-Density Residential Zone) and nearly one acre currently is zoned R-3 (Urban High-Density Residential Zone). The minimum lot size in the R-1 Zone is 7,000-square feet and outright permitted uses include detached single-family dwellings as well as accessory dwelling units. The R-3 Zone permits multi-family dwellings at higher densities. Rezoning a portion of the property to allow a broader mix of housing types and more efficient use of land likely will need to be evaluated.

Site development constraints include a wetland area (approximately 0.20 acre), an existing easement for an unimproved segment of the Westside Community Trail, and relatively steep slopes along the northern and southern boundaries of the site. In addition to identifying needed public infrastructure, the selected consultant will work with the City to determine the extent of neighborhood park and/or trail improvements on the site to compliment needed housing.

#### **Section 4. Objectives**

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The primary objective for this project is preparation of a request for proposals (“RFP”) or other solicitation method that reflects the City’s priorities for long-term use of the parcel, is realistic in its expectations of what is physically and financially feasible, and that generates a high degree of interest on the part of qualified real estate developers that are prepared to undertake development of new housing.

Other high-level objectives include:

1. Community acceptance of the planned approach.
2. Delivery of the new housing in the shortest reasonable time frame.
3. Delivery of at least fifty (50) housing units for households earning at or below 120% of area median income, to be located on at least one third of the site.
4. Consistency with the City’s comprehensive plan, zoning ordinance and subdivision ordinance including provision of adequate public facilities.
5. Creation of high-quality, attractive, energy efficient homes that will be viewed as a long-term community asset.
6. Consistency with the goals identified in the [City Council’s 2020 Work Plan](#).

The consultant selected through this initial RFP will work with City staff and Council to analyze scenarios, establish priorities, goals and objectives for the new housing, and assist the City in articulating its long-term vision for the parcel. These efforts will set the stage for the subsequent solicitation that will result in selection of a qualified housing development partner.



## **Section 5. Services to be Provided by Consultant**

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The selected consultant will undertake the following tasks to inform its preparation of the subsequent solicitation for real property development services:

1. Conceptualizing and evaluating residential development scenarios including minimum and maximum achievable units. Using an iterative process, identify and outline development options that are economically and physically feasible. This may include a recommendation to rezone a portion of the parcel.
2. Analyze and present options for achieving affordability beyond the fifty units at 120% of AMI, including availability of State or Federal capital subsidies.
3. Discern the City's highest priority goals for the site through facilitation and interviews.
4. Identify whether any existing City policies, processes, or standards may be barriers to development.
5. Build on community engagement processes of the last three years to gauge current receptivity to new multifamily rental and ownership housing on the parcel.
6. Present options and recommendations for the site disposition through an eventual sale, transfer, or long-term ground lease of the property to a qualified developer/owner.
7. Recommend the most appropriate method for solicitation of development and disposition proposals.
8. Prepare the solicitation document, with the aid of the City's legal counsel, planning officials, or other procurement personnel.
9. Assist the City planning department as needed with analysis and review of relevant materials and examples from other jurisdictions.

## **Section 6. Information to be Provided by the City of Hood River**

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In addition to the publicly available information about the site and the City's prior housing planning efforts, the selected firm will be provided with the following documentation:

1. Appraisal report
2. Wetland determination
3. Phase 1 Environmental Site Assessment
4. Preliminary Title Report

## **Section 7. Proposal Content and Format:**

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### **A. Format**

Proposers are requested to submit their proposals in the 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. Electronically submitted proposals should state "Housing Development Advisory Services RFP" in the subject line.

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 to perform the work as outlined above in Sections 4 and 5. 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, and the percentage of time they expect to contribute to the project. 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 encouraged to provide details on the firm's and team members' experience achieving the Objectives outlined above in Section 4, and the Services outlined above in Section 5.

- v. Proposers should also provide details on their firm's or any project team member's previous experience with the City.
  - vi. References for projects similar to the work described in this packet that the firm has performed in the past five years. List contact name, address, phone 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. At minimum, the 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 three project samples comparable to the requested services performed by the firm within the last five 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, objectives and duration; 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 two 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.

**B. Additional Services**

Provide a brief description of any other services that your firm could provide the City. Such services would be contracted on an “as needed” basis likely via an amendment to the contract so long as it would not constitute a substantial amendment to 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 Appendix A: Business Statement and Appendix B: Acknowledgement of addenda (if any).

**Section 8. Proposal Evaluation Procedures**

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A. A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which best meets the needs of the City. 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 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
Consultant's understanding of the City's history and current objectives related to the project as reflected in the proposal's narrative responses and overall approach.	25 pts
Consultant's depth of experience with projects of similar complexity and function, including qualifications of assigned staff.	20 pts

Consultant track record in assisting other communities to effectively move projects forward when stakeholder opinions are varied and clear consensus does not exist.	20 pts
Demonstrated ability of the Consultant to perform high quality work in an uncertain or changing environment, to control costs, and to meet schedules.	20 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 regard to a proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

**E. Negotiations with Top Ranked Firms(s)**

Upon this review of the proposals submitted, the City will 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 final scope of work and price, the City will move to the second ranked firm and enter into negotiations. The process shall repeat until either the City and a firm come to an agreed upon final scope of work and 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: Acknowledgement of Addenda**

Project Title: Real Estate Development Advisory Services RFP

Close: \_\_\_\_\_

I/We have received the following addenda (If none received, write "None Received"):

1. \_\_\_\_\_ 2. \_\_\_\_\_

1. \_\_\_\_\_ 2. \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Corporate Name



**Appendix C: City of Hood River Personal Services Contract**

PARTIES: City of Hood River (“City”)  
211 2<sup>nd</sup> Street  
Hood River, OR 97031  
  
Proposed Client (“Contractor”)  
(Address)

**RECITALS**

Contractor is being engaged to provide real estate development advisory services as set forth in the attached Exhibit "A." This Contract is entered into pursuant to the competitive procurement requirements of 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 (Scope of Work, the “Work”). Contractor shall perform the Work under the supervision of the City Finance Director and the Director of Public Works, and in accordance with the terms and conditions of this Contract.
2. **All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, 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 Contract now represents, that Contractor, and all person employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
4. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence: this Contract and all exhibits, Exhibit A (Scope of Work), Exhibit B (the RFP, or other procurement document, if any) and Exhibit C (the Proposal, or other binding Contractor solicitation submission, if any). Exhibits A-C are attached to this Contract and incorporated by this reference.

5. **Contract Term:** This Contract becomes effective on \_\_\_\_\_, 2020. The initial term of this Contract is from \_\_\_\_\_, 2020 through December 31, 2020. The contract may be extended for up to one year, with written approval by the City Manager. Unless this Contract is terminated in accordance with its terms or extended, this contract ends \_\_\_\_\_, 2021. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 15.
6. **Compensation:**
- a. Contractor shall be paid for work performed as outlining in Exhibit C 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 Contract 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 Contract 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 CONTRACT. 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:** This Contract may be terminated by either party by giving thirty (30) days written notice to the other party.
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 Contract 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 Contract, except as a self-employed individual.
10. **Assignment and Subcontracts:** Contractor shall not assign this Contract 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 Contract 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 Contract 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 Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract 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 Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.
13. **Amendments.** No amendment to this Contract is effective unless it is in writing signed by the parties.
14. **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.

15. **Insurance.** Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

- I. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, 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.

16. **Ownership of Work Product.**

a. **Definitions.** As used in this Section 10, and elsewhere in this Contract, 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

