

QUALIFICATION BASED SELECTION REQUEST FOR PROPOSAL (RFP)

Audit Services



December 2024

Issued By: Hood River County, 601 State St, Hood River, OR 97031

Point of Contract (POC): Sheri Patterson, Budget & Finance Director

Issue Date: December 23, 2024

Response Date: January 26, 2025

Registration/Questions: sheri.patterson@hoodrivercounty.gov

Questions Deadline: January 17, 2025, 3:00 PM PT

Proposers must register with Hood River County by providing an email address to receive answers to questions sent in the form of addendums.

Acknowledgment of receipt of all addendums is a requirement of proposal submission.

**PUBLIC NOTICE:
QUALIFICATION BASED SERVICES
REQUEST FOR PROPOSAL (RFP)
Audit Services**

Introduction

Hood River County seeks proposals from qualified, independent, Certified Public Accounting firms with demonstrated experience in performing financial audits of Oregon municipal governments including federal Single Audits. Additional details on the scope of services to be provided are included in Section 2 – Scope of Work.

The County anticipates the award of one contract from this RFP. The initial term of the contract is anticipated to be three years in length to include FY 24-25, FY 25-26, and FY 26-27. Fiscal years are from July 1 through June 30th.

Schedule

Proposals will be received until 8:00 AM local time, Tuesday, January 21st, at Hood River County Office at 601 State Street, Hood River, OR 97031. Qualification Statements will be scored and ranked, and the top scoring firms will be invited to interview. Please see Section 6, “Proposal Evaluation and Contract Award Procedures” and additional information on review and award process.

Point of Contact

The Point of Contact (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC’s contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

Authority

The County is issuing this RFP pursuant to its authority under both state law and Hood River County Administrative Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279B.060 and Hood River County Administrative Code 5.47.230.

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 County may reject any proposal not in compliance with this RFP or not in compliance with public proposal submission procedures at its sole discretion.

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Oregon Society of CPAs

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Section 1. Background

Hood River County is one of 36 counties located within the State of Oregon. The County is led by an elected five-person Board of Commissioners. The offices and departments within Hood River County are: 911 Dispatch, Administration, Budget & Finance, Community Development, County Surveyor, District Attorney, Elections, Forestry & Recreational Trails, Health, Human Resources, Justice Court, Juvenile, Parks & Buildings, Parole & Probation, Prevention, Property Tax, Public Works, Records & Assessment, and the Sheriff's Office.

In addition, the County is responsible for completing financial audits separately for both the Hood River County 911 Communication District and the Hood River County Windmaster Urban Renewal District.

Section 2 Scope of Work

Objectives and scope of work of this RFP require that the successful public accounting firm be fully qualified to perform all activities as negotiated and to provide:

1. Conduct audits for three fiscal years ending on June 30, 2025, 2026 and 2027. The audits required include the Annual Comprehensive Financial Report (ACFR) of the County, including the federal Single Audit, plus audited financial statements for two districts: 911 Communication District and Windmaster Urban Renewal District.
2. Conduct and complete all audits in accordance with generally accepted auditing standards (GAAS), promulgated by the American Institute of CPAs; the Minimum Standard for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State; Government Auditing Standards (GAS) issued by the Comptroller General, U.S. General Accounting Office; and the Single Audit Act as amended and the current OMB Circular for Audits of State and Local Governments.
3. Concurrently with each annual audit for the County, complete the required supplemental information (RSI) according to the generally accepted accounting standards (GAAP), including
 - a. Management's Discussion and Analysis (MD&A), which consists of written recommendations to management which address any finding, observations, opinions, or comments relating to internal controls, financial systems, compliance or other matters that come to the attention of the auditors during the audit process.
 - b. Schedule of Infrastructure Assets Using the Modified Approach
 - c. Schedule of Changes in Other Post Employment Benefits (OPEB) Liability and Related Ratios – Implicit Rate Subsidy
 - d. Schedules of Contributions to OPEB – Implicit Rate Subsidy

- e. Schedule of the Proportionate Share of OPEB – Retirement Health Insurance Account (RHIA)
- f. Schedule of Contributions to OPEB – RHIA
- g. Schedule of Proportionate Share of the Net Pension Liability
- h. Schedule of Contributions - Pension

Audits for the two districts should also include an MD&A.

4. Prepare report of supplementary information other than RSI that accompanies the County's financial statements:
 - a. Schedule of Expenditures of Federal Awards
 - b. Combining Financial Statements
 - c. Individual Fund Schedules
5. Review following information and consider whether material inconsistency exists:
 - a. Schedule of Property Tax Transactions
 - b. Schedule of Accountability of Elected Officials
6. Conduct preliminary audit work, prior to the County's fiscal year-end of June 30, commencing generally in April and/or May, or at any time as agreed upon by both parties. Conduct field work beginning on a mutually agreed upon date, generally the end of August for the districts and the beginning of October for Hood River County's main audit. The audit firm is expected to complete its field work and no longer be on-site by October 31. The engagement is to be completed in such a manner as to have the final ACFR delivered to the County within 150 days after July 1 each year with a summary presentation of the audit results to the Board of Commissioners and Board of Directors for all by December 21 each year.
7. Retain work papers and notes developed during the audits for a minimum of three years from the date of the audit report and will be made available upon request for examination by the County's cognizant agency for the County.
8. Issue the following reports to the County upon completion of the audit:
 - a. A report on the fair presentation of the financial statements of government activities, business-type activities, each major fund and aggregate remaining fund information;
 - b. A report on audit comments and disclosures as required by Oregon State Regulations;
 - c. A report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards
 - d. A report on compliance for each major program and on internal control over compliance required by the Uniform Guidance
9. Provide timely, year-round, expert advice to County officials on matters relating to budgeting, accounting, and audit issues; and

Hood River County management is responsible for:

1. Making drafts of financial statements, all financial records, and related information available to the firm and for the accuracy and completeness of that information.
2. Providing the firm with:
 - a. Access to all information from which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
 - b. Additional information that the firm may request for the purpose of the audit; and
 - c. Unrestricted access to persons within the government from whom the firm determines it necessary to obtain audit evidence.
3. Providing written representations about the financial statement and related matters at the conclusion of the audit.
4. Adjusting the financial statements to correct material misstatements and confirming to the firm in the management representation letter that the effects of any uncorrected misstatements aggregated by the firm during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.
5. Design and implementation of programs and controls to prevent and detect fraud, and for informing the firm about all known or suspected fraud affecting the government involving
 - a. Management
 - b. Employees who have significant roles in internal control, and
 - c. Others where the fraud could have a material effect on the financial statements.
6. Preparation of supplemental information in conformity with GAAP.
7. Preparing all cash, accounts receivable, other confirmations requested and locating any documents selected for testing.

Section 4. Submittal Instructions

Solicitation Timeline

December 23, 2024	Advertisement and Release of RFP
January 17, 2025	Deadline for Questions by 3 PM
January 21, 2025	Answers to Questions issued as RFP addendum 5PM
January 26, 2025	Deadline for Submission of Proposals
February 17, 2025	Invitation only 2 nd Round Interviews/Presentation
February 18-28, 2025	Negotiation of Contract
February 28, 2025	Award of Contract
February 28, 2025	Initial Meeting

1. General

By submitting a proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without any collusion designed to limit competition. The County retains sole discretion in determining the award of an Agreement and reserves the right to reject all Proposals. The County also reserves the right to change, cancel, or reissue this RFP at any time. Furthermore, the RFP does not obligate the County to accept or contract for any expressed or implied services. The successful Proposer must comply with local, state, and federal requirements regarding equal opportunity and employment practices.

The successful Proposer must complete this RFP in full to be considered and be qualified to conduct business in the State of Oregon.

2. Proposal Submittal

The proposal and all amendments must be signed and submitted no later than 5:00 PM local time, Friday, January 26, 2025, to the address below. The Proposer must include eight (8) hard copies of their submittal plus an electronic copy on a thumb drive. To assure that their proposal is properly received and recognized, please address it as follows:

Hood River County Administration
Attn: Sheri Patterson
601 State Street
Hood River, Oregon 97031

RE: Audit Services

The Proposer must also place their company name and address on the return address area of the proposal envelope. The Proposer is responsible for properly marking their proposal and for turning it in at the specified address by the specified day and time. Late proposals and proposals submitted electronically (e-mail) only will not be accepted.

3. Protests

Potential Proposers who believe that the RFP is unnecessarily restrictive or limits competition may submit a protest in writing to Sheri Patterson, Budget & Finance Director. A protest shall include the reasons for the protest, the basis under the appropriate referenced sections of the OAR/ORS, and suggested modifications that are believed to be necessary to remove the unnecessary restrictions to allow open competition. To be considered, a Protest must be submitted within ten (10) calendar days of issuance of the RFP. The Budget & Finance Director shall respond to any protest and, if necessary, shall issue any appropriate revisions to the RFP and will post these revisions as an Addendum to the RFP.

All protests are required to be directed to the attention of the Budget & Finance Director and be marked as follows:

Hood River County Administration
Attn: Sheri Patterson
601 State Street
Hood River, Oregon 97031

RE: Audit Services RFP Protest

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.

4. 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.

5. Cost of Preparing a Proposal

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

6. Interpretations and Clarifications

All questions regarding this RFP shall be directed to Sheri Patterson at sheri.patterson@hoodrivercounty.gov. 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 proposed closing. If an addendum is necessary after that time, the County, at its discretion, can extend the closing date.

Potential proposers should register with Hood River County to receive any issued addenda. Proposers can register by sending an e-mail indicating their interest in the solicitation to sheri.patterson@hoodrivercounty.gov

Proposers should provide an e-mail address where addenda may be sent.

Addendum issued must be acknowledged by the recipient by submitting the filled out "Acknowledgment of Addenda" as a part of the proposal. Only information provided in Addenda will be binding upon the County.

7. County's Project Manager

The County's Project Manager for this work will be Sheri Patterson, Budget & Finance Director.

8. Proposal Validity Period

Submitted proposals shall be valid and cannot be voluntarily withdrawn for a period of sixty (60) calendar days from the Proposal Opening Date.

9. Form of Contract

A copy of the County's professional services agreement, which the County intends to use for these services, is attached in Appendix C. The County intends that the selected Proposer will negotiate any changes to this template and execute a contract with the County to provide the required services. Unsuccessful negotiation to develop a mutually agreeable contract will result in the County proceeding as specified in Section 6D below.

10. Public Record

All bid material submitted by the Proposer shall become the property of the County and is public record unless otherwise specified. A bid that contains any information that is considered a 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. Confidential information or trade secrets cannot include any price information which has been submitted as a part of the proposal and open to public disclosure.

Section 5. Proposal Content and Format:

A. Format

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

B. Title Page

The proposer should identify the RFP Title, name, and title of the Proposer's contact person, address, telephone number, e-mail address, and submission date.

C. Transmittal Letter

The transmittal letter should be no more than two (2) pages long and should include as a minimum the following:

1. A brief statement of the Proposer's understanding of the services to be performed;
2. Names of persons authorized to represent the Proposer, their title, email address, and telephone number (if different from the individual who signs the transmittal letter).

D. Table of Contents

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

E. Firm and Project Team Qualifications

1. Identification of the individuals comprising the team assigned to this contract and what specific role each will take in completing the work, including a description of their qualifications and proof of licensing. Hood River County reserves the right to approve final project team members.
2. Names and qualifications of any outside consultants and associates that will be employed to assist on this project.
3. Your current and past experience as it relates to the Scope of Work, as defined under Section 2. Where applicable, include a list of similar engagements completed on behalf of other local government agencies. Sample work products, including reports, are encouraged.
4. A description of your approach to auditing, including any anticipated potential audit problems. The description should, at a minimum, include all tasks listed in the Scope of Work. Proposers are encouraged to include any additional steps/tasks that aren't otherwise listed in the Scope of Work, that they think may materially affect an audit.
5. A minimum of three related business references, including names, addresses, and phone numbers. The County 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.
6. Any additional information the County may reasonably use to formulate an opinion about the capability and stability of your organization.

7. Provide a standard fee schedule for which the County shall be responsible. The cost proposal should include all personnel costs by title, hourly rate, and estimated hours. Any additional reimbursable expenses should be separately itemized.
8. Provide a copy of your firm's most recent Peer Review letter.

F. Additional Services

Provide a brief description of any other services that your firm could provide the County. 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 work scope.

G. Disputes

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

H. County Personnel

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

I. Completion of Attached Forms

Please complete the following:

Appendix A: Business Statement

Appendix B: Acknowledgement of addenda (if any)

Appendix C: Acknowledgement of Example Hood River County Professional Services Contract

J. Acceptance of Contract Terms

By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Professional Services Contract as shown in Appendix C, attached hereto and incorporated herein by reference.

Section 6. Proposal Evaluation and Contract Award Procedures

A. Scoring Process

1st Round: A selection committee will review the written proposals. Proposals will be evaluated to determine which best meet the County's needs. Evaluations will be conducted in accordance with the following:

1 st Round Criteria	Weight
Proposal submitted on time and complete	Pass/Fail

Eight (8) hard copies of the complete proposal with electronic copy provided in a thumb drive	Pass/Fail
Understanding of the Scope of Work and general approach to the project	20 pts
Experience with projects of similar complexity and function	20 pts
xyz	20 pts
Demonstrated ability of the Proposer to perform high-quality work, to control costs, and to meet tight schedules.	15 pts
Qualifications of the Proposer's staff assigned to the project	15 pts
Unique or special capability	10 pts
1st Round Total	100 pts

2nd Round: The top two or three scoring Proposers will be invited to interview with the selection team. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule these presentations' time and location and notify the selected firms.

Proposers selected for the 2nd round interviews will be provided additional time to incorporate input from the selection committee presentation/meeting into their project proposals. During this period, the selection committee will contact provided project references.

After receiving the updated project and cost proposals, the selection committee will re-score based on the 1st round criteria and add the following evaluation categories and points. The firm receiving the highest point total will be the top ranked firm.

2 nd Round Criteria	Weight
Interview	15 pts
References	10 pts
TOTAL (including 1st round pts)	125 pts

B. Inquiries of References

The County 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.

C. Clarification of Proposals

The County reserves the right to obtain clarification of any point regarding a proposal to obtain additional information necessary for evaluation. Failure of a Proposer to respond to such a request for additional information or clarification could result in their disqualification for selection.

D. Negotiations with Top Ranked Firm

Upon reviewing the proposals submitted, the County will enter negotiations with the top-ranked firms. If the County and the top-ranked firm are unable after good faith negotiations to agree to a price, the County will move to the second-ranked firm and enter negotiations. The process shall repeat until either the County and a firm come to an agreed-upon price, or the County determines the project infeasible and elects to re-scope and re-solicit the work.

E. Proposals Rejection

The County reserves the right to:

1. Reject any or all proposals not in compliance with public procedures and requirements;
2. Reject any proposal not meeting the requirements set forth herein;
3. Waive any irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of a proposal; and request references and other data to determine responsiveness.

F. Opening of Proposal

There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

Appendix A: Business Statement

1. Name of Business: _____

2. Business Address: _____

3. Phone: _____ Email: _____

4. Business Classification (Check all that apply)

Individual Partnership Corporation Women or Minority Owned

5. Name of Owner: _____

6. Can firm meet insurance requirements specified in example professional services agreement (Appendix C)

Yes No

7. Are there claims that are pending against this insurance policy?

Yes: No:
If yes, attached explanation

8. 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, attached explanation

9. Has company been in bankruptcy, reorganization or receivership in last five years?

Yes No
If yes, attached explanation

10. Has company been disqualified or terminated by any public agency?

Yes No
If yes, attached explanation

11. 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 sample professional services agreement template (Attachment C)

Authorized Signature: _____ Print Name: _____

Appendix B: Acknowledgement of addenda (if any)

Project Title: Audit Services

Close:

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

1. _____

2. _____

3. _____

4. _____

Date

Signature of Respondent

Appendix C: Example Hood River County Professional Services Contract

Hood River County

Professional Services Contract
To Provide Professional Services Relating to:

(Description)

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is between Hood River County, Oregon, located at 601 State Street, Hood River, Oregon 97031 ("County") and Contractor's Name, located at Contractor's Address ("Contractor"), collectively known as the "Parties" and each individually as a "Party." County's primary supervisor for this Contract ("Contract Administrator") is Project Manager's Name, Project Manager's Title.

The Parties agree as follows:

1. **Effective Date; Term.** The Contract shall become effective on the date last signed by a Party and when required, approved by the Hood River County Board of Commissioners and County's legal counsel. Unless terminated or extended, the Contract expires when County accepts Contractor's completed performance or on Month Day, 20xx, whichever date occurs first ("Term").
2. **Statement of Work.** Contractor shall perform the services as scheduled ("Work") in accordance with the terms and conditions of the Contract, and as set forth:
 - in Contractor's proposal dated Month Day, 20XX, attached as Exhibit A, and incorporated into the Contract by this reference; or
 - in the Statement of Services and Delivery Schedule and incorporated into the Contract by this reference; or
 - in lines a. and b. immediately below.
 - a. **Statement of Services** (*Be specific and complete*):
 - b. **Delivery Schedule** (*Must be complete*):
3. **Contract Documents.** In the event of a conflict between or among the terms of this instrument, any proposal, or request for proposal, the following order of precedence shall prevail: (a) this instrument, (b) the request for proposal, and (c) the proposal. Nothing in the Contract shall be considered an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms in the Contract or in County's request for proposal.
 - County's Request for Proposal, dated _____, is attached as Exhibit B, and incorporated in the Contract by this reference (*Attach RFP if Contract results from RFP solicitation*).

Pursuant to ORS 279A.215, other public agencies may establish contracts or price agreements directly with Contractor under the terms, conditions and prices of the Contract: Yes No.

4. **Payment.** County shall pay Contractor the sum of \$_____ or at the hourly rate of \$_____ for satisfactory accomplishment of the Work required by the Contract. The **MAXIMUM, NOT-TO-EXCEED AMOUNT** of compensation payable to Contractor under the Contract, which includes any allowable expenses or reimbursement, is \$_____.

5. **Billing and Payment Schedule.**

a. At least thirty days prior to the due date of payment, Contractor shall prepare and submit an invoice of services rendered to:

**HOOD RIVER COUNTY, ATTENTION: _____, CONTRACT
ADMINISTRATOR, 601 STATE STREET, HOOD RIVER, OR 97031.**

b. County shall pay Contractor after the Contract Administrator approves and accepts Contractor's completed Work. Contract Administrator shall subsequently submit a payment request to County's Finance Department for processing.

c. If the Contract specifies an end product, County may withhold an amount up to 10 percent of the total sum of money to be paid until all required Work is completed and accepted.

d. If charges are made for services performed and those charges are to be paid from grant funds, the services shall relate directly to the grant from which the funds are expended.

e. County may pay Contractor interim payments for partial completion of tasks or services only if County provides prior written authorization. An interim payment shall release County from any further obligation for payment to Contractor for Work performed or expenses incurred as of the date of the invoice of services rendered.

6. **Representations and Warranties.** Contractor represents and warrants to County that:

a. If Contractor is an entity, Contractor is duly organized, validly existing, and in good standing under the laws of the State it is incorporated, and is duly qualified and authorized to do business and is in good standing in all States where it is required to be qualified and authorized.

b. Contractor has the legal power and authority to:

i. Transact the business in which Contractor is engaged and presently proposes to engage; and

ii. Execute, deliver, and perform the Contract.

c. Contractor has taken all necessary action to authorize the execution, delivery, and performance of the Contract.

d. Contractor has duly executed and delivered the Contract.

e. The execution, delivery, and performance of the Contract do not:

i. Contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental entity,

ii. Conflict with or result in any breach of any agreement to which Contractor is a party, or

iii. Violate any provision of any organizational documents of Contractor, if Contractor is any entity.

f. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery,

and performance by Contractor of the Contract, other than those that have already been obtained.

- g. When executed and delivered, the Contract shall constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- h. The person who signs the Contract on behalf of Contractor:
 - i. is duly authorized to execute the Contract,
 - ii. has authority and knowledge regarding Contractor's payment of taxes, and
 - iii. to the best of the person's knowledge, Contractor is not in violation of any Oregon tax laws.
- i. Contractor has complied with all state and local tax laws, including but not limited to ORS 305.620, and ORS 316, 317, and 318.
- j. Contractor is not subject to backup withholding because Contractor is exempt from backup withholding, Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding, or the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- k. Contractor shall, at all times during the Term of the Contract, be duly licensed to perform the Work. If there is no licensing requirement for Contractor's profession or for the Work to be performed, then Contractor shall be duly qualified and competent.
- l. If Contractor performs personal services under the Contract, Contractor shall perform the Work in a good and workmanlike manner.
- m. If Contractor provides professional services under the Contract, Contractor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.
- n. The warranties as to the standard of care set forth in subsection (l) and (m) are in addition to, and not in lieu of, any other warranties provided.

7. Subcontractors; Key Personnel.

- a. **Subcontractor Usage.** Contractor shall use the subcontractors identified in its proposals. Contractor shall not change subcontractor assignments without the prior written consent of County's Purchasing Agent.
- b. **COBID CERTIFIED Subcontractors.**
 - i. County shall enforce all firms certified by the State of Oregon Certification Office for Business Inclusion and Diversity, collectively known as COBID certified, subcontracting commitments submitted by Contractor in its proposals.
 - ii. If Contractor subcontracts with a firm certified by COBID, in whole or in part, because of the subcontractor's status as COBID certified, then Contractor shall require in its subcontract that the subcontractor remain certified throughout the Term of the Contract.
 - iii. Contractor shall terminate the subcontract if the COBID certified subcontractor fails to remain certified throughout the Term of the Contract. Contractor shall

then replace the terminated subcontractor with another state-certified subcontractor after receiving prior written consent from County's Purchasing Agent.

- c. **Key Personnel.** If Work is awarded to an individual or a team, the key personnel identified in the proposal shall perform Work on the Contract in the role and at the level of involvement identified in the proposal. Key personnel for this Contract are: List all key personnel for the project (N/A if left blank). Contractor shall not substitute a key personnel member on a particular project without the prior written consent of County, which shall not be unreasonably withheld.

8. Availability of Funds.

- a. County has sufficient funds currently available and authorized for expenditure to finance costs of the Contract within County's current annual budget and fiscal period. However, County may terminate the Contract without further liability if (i) sufficient funds are not provided in future County approved budgets or from applicable federal, state, or other sources to permit County in the exercise of its reasonable administrative discretion to continue the Contract, or (ii) County abolishes the program for which benefit this Contract was executed.
- b. County shall provide Contractor with thirty days' written notice if County terminates the Contract under this section.

9. Termination.

a. For Convenience.

- i. **Mutual Consent.** The Parties may terminate the Contract at any time by mutual written consent.
- ii. **County.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon thirty days' written notice to Contractor.

b. For Cause by County. County may terminate the Contract, in whole or in part, immediately upon notice to Contractor, or at a later date as County may establish in its notice to Contractor, upon occurrence of any of the following events:

- i. County fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay Contractor for the Work, as further described in Section 8.
- ii. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Work under the Contract is prohibited, or County is prohibited from paying for the Work from the planned funding source.
- iii. Contractor no longer holds a license or certificate that is required to perform the Work.
- iv. Contractor materially breached a covenant.
- v. Any representation or warranty made by Contractor in Section 6 is false or misleading in any material respect when made or when deemed made or repeated if the breach is not cured within thirty days after receipt of written notice from County.
- vi. The insolvency, liquidation, or bankruptcy of a Party.
- vii. The death, physical incapacity, or inability of any of Contractor's key personnel to perform the Work as provided under Section 7(d).

- viii. As used in Section 9(b)(iv), “materially breached a covenant” means a:
- A. failure to perform the Work under the Contract within the time specified in the Contract or within the timeframe of any extension agreed to by County;
 - B. failure to pursue the Work so as to endanger Contractor’s performance under the Contract in accordance with its terms, and the failure is not cured within ten business days after the date County delivers the notice, or within a longer period County may specify in the notice;
 - C. failure to provide or maintain in full force and effect any required insurance, if that failure is not cured within seven days after receipt of written notice from County;
 - D. failure to perform any other material covenant or obligation set forth in this Contract if that failure is not cured within thirty days after receipt of written notice from County.
- c. **For Cause by Contractor.** Contractor may terminate the Contract if Contractor provides thirty days’ written notice to County that County failed to pay Contractor pursuant to the terms of the Contract and County failed to cure within thirty business days after receiving Contractor’s notice, or within a longer period of cure as Contractor may specify in its notice to County.
- d. **Remedies.**
- i. In the event of termination pursuant to Section 9(a)(i), 9(a)(ii), 9(b)(ii), 9(b)(vii), or 9(c) of the Contract, Contractor’s sole remedy shall be a claim for the total sum provided in Section 4 multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim which County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.
 - ii. In the event of termination pursuant to Section 9(b)(iii), 9(b)(iv), 9(b)(v), or 9(b)(vi), County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor is not in default under Section 9(b)(iii), 9(b)(iv), 9(b)(v), or 9(b)(vi), then the rights and obligations of the Parties shall be the same as if the Contract were terminated pursuant to Section 9(a)(ii) of the Contract.
- e. **Contractor’s Tender upon Termination.** If Contractor receives a notice of termination of the Contract, Contractor shall immediately cease all Work unless County expressly directs otherwise in its notice of termination. Upon termination, Contractor shall deliver to County all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed. Upon County’s request, Contractor shall promptly surrender all documents, research, objects or other tangible things needed to complete the Work to a designated County representative.

10. Force Majeure.

- a. **Force Majeure Event.** Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires,

acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a Party's reasonable control and without fault or negligence of the Party ("Force Majeure Event").

- b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** A Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Contract after the Force Majeure Event ceases.
- c. **Written Notice; Effect of Delay.** If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Contractor shall not be entitled to additional compensation for delays that occur under this subsection. |

11. Amendment.

- a. **Amendment to be in Writing; Definition.** The Parties may not amend the Contract unless the amendment is first reduced to writing and signed by the Parties. An "amendment" is a written document, contemporaneously executed by County and Contractor, which increases or decreases the cost to County, or changes or modifies the Statement of Services or Delivery Schedule. Any amendment is effective only in the specific instance and for the specific purpose identified in the amendment.
- b. **Request for Amendment.** In the event Contractor receives any communication whatsoever from County that Contractor contends gives rise to an amendment of the Contract, Contractor shall, within fifteen days after receipt, make a written request for an amendment to County. If Contractor fails to submit its written request for an amendment within fifteen calendar days, County may refuse to treat the communication as an amendment.
- c. **Documentation of Costs; Exclusion.** Contractor shall submit a complete breakdown of labor, material, equipment, and other costs together with any request for an amendment to the Contract that affects the price. If Contractor incurs additional costs or devotes additional time on project tasks that were reasonably expected to be a part of the Contract or any mutually-approved amendments, then County shall only be responsible for payment of the costs it has agreed to pay.

12. Access to Records.

- a. Contractor shall maintain all books, documents, papers, and records relating to the Contract in accordance with generally accepted accounting principles.
- b. Contractor shall maintain any other records pertinent to the Contract in a manner that clearly documents Contractor's performance.
- c. County, state, and federal governments, and their duly authorized representatives, shall have access to Contractor's books, documents, papers, plans, writings, and records directly pertinent to the Contract to perform examinations, audits, and make excerpts and transcripts.
- d. Contractor shall retain and keep accessible all fiscal records, books, documents, papers, plans, and writings related to the Contract, for the later of (i) a minimum of three years from the date the Contract expires; (ii) the minimum period required by

applicable law, following final payment and termination of the Contract; or (iii) the conclusion of any audit, controversy, or litigation arising out of or relating to the Contract.

13. Compliance with Laws.

- a. **Applicable Laws.** Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Work to be performed under the Contract. Contractor's failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve Contractor of these obligations or the requirements of the Contract.
- b. **Tax Laws.** During the Term of the Contract, Contractor shall comply with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318.
- c. **Anti-Discrimination Laws.** Contractor shall comply with all federal, state, and local civil rights and rehabilitation laws prohibiting discrimination based on race, color, sex, national origin, English proficiency, religion, age, disability, income, sexual orientation, or gender identity.
- d. **Specific Public Contracting Laws.** Contractor shall comply with all applicable provisions of ORS 279A, 279B, and 279C relating to public contracts. ORS 279B.220; ORS 279B.225, when applicable; ORS 279B.230; and ORS 279B.235 are incorporated into the Contract by this reference and made binding on County and Contractor.
- e. **Oregon Consumer Identity Theft Protection Act.** Contractor shall safeguard consumer personal information pursuant to ORS 646.600 to 646A.628, the Oregon Consumer Identity Theft Protection Act.
- f. **Laws or Regulations of Federal or State Grants.** The Parties shall comply with any state or federal law or regulation specific to any funding source that supports this Contract.

14. Independent Contractor.

- a. Contractor is engaged as an Independent Contractor and has no authority to bind County. Contractor is not an officer, employee, or agent of County as those terms are used in the Oregon Tort Claims Act, ORS 30.260 to 30.300, or for any purpose.
- b. **Solely Responsible for Acts.** Contractor shall be solely responsible for its acts and for the acts of its agents or employees during the performance of the Contract.
- c. **No Benefits.** Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that County provides its employees. As used in this subsection, "benefits" includes, but is not limited to, social security, workers' compensation, and unemployment insurance benefits.
- d. **Responsibility for Federal or State Taxes.** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments made to Contractor under the Contract. Unless Contractor is subject to backup withholding, County will not withhold any amount of compensation or payment to cover Contractor's federal or state tax obligations.

15. Ownership of Work Product.

- a. **Independent Contractor; Work Made for Hire.** Contractor is an independent contractor for purposes of determining whether Contractor's work product is "work

made for hire” under the US Copyright Act, 17 U.S.C. §§ 101-810. If Contractor’s Work meets the definition of a work made for hire by an independent contractor, then the Work shall be considered a work made for hire and County shall be deemed the Work’s author. If Contractor’s Work does not meet the definition of work made for hire by an independent contractor, than Contractor irrevocably assigns and transfers to County all right, title, and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or other state or federal intellectual property law or doctrine.

b. **Waiver and Release; Usage.**

- i. **Waiver and Release.** Contractor waives and releases all rights relating to the use of the Work completed pursuant to Section 2 of this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by County or others for purposes outside the scope of the Contract shall be without liability to Contractor.
- ii. **Usage.** If Contractor is an architect providing professional architectural services, then any plans, drawings, and other work product produced within the scope of the Contract are the property of Contractor. By executing the Contract, Contractor grants County an exclusive and irrevocable license to use that work product.

16. **Indemnity.**

- a. With regard to Contractor’s performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects set forth in subsection (b) of this section, Contractor releases and shall indemnify, defend, and hold harmless County, County’s officials, employees, agents, and volunteers from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys’ fees and costs at trial and on appeal, that arise from or are connected to or are directly or indirectly caused or claimed to be caused in whole or in part by the fault or negligent, reckless, or willful acts or omissions of Contractor or Contractor’s agents, employees, or subcontractors in performing Work required by the Contract. However, Contractor’s duty to release, indemnify, and hold harmless as required by this subsection shall not include any liability arising from the established sole negligence or willful misconduct of County, County’s officials, employees, agents, or volunteers.
- b. With regard to Contractor’s performance of professional services, Contractor releases and shall indemnify, defend, and hold harmless County, County’s officials, employees, agents, and volunteers from and against all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys’ fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors, or omissions of Contractor or Contractor’s agents, employees, or subcontractors associated with the Work.

17. **Insurance.**

- a. **Minimum Requirements.** Contractor, at Contractor’s own expense, shall procure and keep in full force and effect the types and coverage amounts of insurance conforming to the minimum requirements required by County, which is attached as Exhibit 1 and incorporated into the Contract by this reference.
- b. **Insurance Certification.**
 - i. **Certificates of Insurance.**

- A. Before Contractor begins Work under the Contract, Contractor shall furnish County with acceptable certificates evidencing the types, amounts, and issuers of insurance coverage meeting the minimum requirements set forth in the Contract.
 - B. If a certificate of insurance is unavailable from a particular insurer, then Contractor shall provide County with alternative proof of insurance coverage acceptable to County.
 - C. The certificates of insurance shall specify all parties who are Additional Insureds.
- ii. **Renewal Certificates.** Contractor shall furnish renewal certificates of insurance at least fifteen days before the policy expires.
 - iii. **Deductibles or Self-Insured Retentions.** Contractor shall ensure that any deductibles or self-insured retentions is stated on the certificate of insurance.
- c. **Other Insurance Requirements.** In all instances concerning the forms of insurance required under the Contract:
- i. **Authorized Insurance Business.** The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to ORS 735.400 to 735.495, the Oregon Surplus Lines Law.
 - ii. **Complete Copies of Policies upon Request.** Contractor shall provide County with complete copies of insurance policies or insurance trust agreements upon request.
 - iii. **Deductibles, Self-Insurance Deductibles or Amounts.** Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance amounts.
 - iv. **Umbrella or Excess Liability Insurance.** Umbrella or Excess Liability Insurance may be used to achieve the minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess Liability policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required.
 - v. **Notice of Intent to Cancel, Terminate, or Make Material Change to Insurance.** Contractor shall provide County with not less than thirty days' written notice of Contractor's intent to cancel, terminate, or make material change affecting required insurance coverage.
 - vi. **Renewal or Replacement Insurance.** Until the insurance is no longer required by County, Contractor shall provide County with evidence of renewal or replacement insurance at least fifteen days before the required insurance expires or is replaced. If at any time during the period when insurance is required by the Contract, an insurer fails to comply with the insurance requirements of the Contract, and Contractor has knowledge of the insurer's failure, Contractor shall:
 - A. promptly notify County, and
 - B. immediately replace the insurance with an insurer meeting the same minimum requirements required by the Contract.

- vii. **Minimum Insurance Rating.** Except for professional liability insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's professional liability insurance policy shall be written by an insurer satisfactory to County and may be written on a claims made basis, provided Contractor, at Contractor's own expense, maintains the professional liability insurance in full force for not less than 24 months following completion of the Contract.
- viii. **Apply on Primary Basis.** The commercial general liability insurance and automobile insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any commercial general liability insurance maintained by County shall be excess of and shall not contribute with the commercial general liability insurance provided by Contractor and its subcontractors.
- ix. **Right to Change Minimum Insurance Requirements.** County reserves the right to review the types of coverages and limits of insurance required by the Contract from time to time. If County changes its insurance requirements after this Contract is signed, County will provide notice to Contractor of its new requirements. Contractor shall promptly modify its coverage to comply with the new requirements and provide County with updated evidence of coverage. Contractor shall be entitled to an adjustment in the Contract price for any increase in premium resulting from such changes, provided Contractor can establish with reasonable certainty that the increased premium was due to changes required by County. Premium savings from any changes shall be refunded to County.

18. **Limitation of Liabilities.** Neither Party shall be liable in contract, tort, strict liability, warranty or otherwise for (a) any special, indirect, incidental, consequential, or non-economic damages resulting from or in any way related to the Contract, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system; or (b) any damages of any sort whatsoever arising solely from the termination of the Contract in accordance with its terms; provided, however, the provisions of this section do not apply to liability arising under or relating to Section 6 (Representations and Warranties) or Section 9(d)(ii) (Termination).

19. **Assignment and Delegation.**

- a. Except as provided in subsection (c) of this section, Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under the Contract, either in whole or in part, without County's prior written consent.
- b. The rights under the Contract may not be assigned or transferred by operation of law, change of control, or merger without County's prior written consent.
- c. Money due to Contractor may be assigned if Contractor gives prior written notice of the assignment. However, any assignment of money shall be subject to all proper setoffs and withholdings in favor of County.
- d. County may rescind the Contract if:
 - i. An assignment is made without the prior written consent of County.
 - ii. The Contract is assigned or transferred by operation of law, change of control, or merger without County's prior written consent.

- e. In no instance shall County's consent to an assignment of rights or delegation of duties relieve Contractor of any obligations under the Contract. Any assignee, transferee, or subcontractor shall be considered the agent of Contractor and bound by all provisions of the Contract. Contractor, and its surety, if any, shall be liable to County for complete performance of the Contract as if no such assignment, sale, subcontracting, disposal, transfer, or delegation had occurred, unless County otherwise agrees in writing. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, if any.

20. Notice.

- a. **Requirement of a Writing; Permitted Methods of Delivery.** Unless expressly provided in the Contract, each Party giving or making any notice, request, demand, or other communication ("Notice") under the Contract shall:
 - i. Give the notice in writing; and
 - ii. Use one of the following methods of delivery, each of which for purposes of this Contract is a writing:
 - A. Personal delivery, or
 - B. Mail.
- b. **Addressees and Addresses.** Each Party giving Notice shall address the Notice to the appropriate person of the receiving Party ("Addressee") at the address listed below, or to another Addressee or at another address designated by a Party in a Notice pursuant to this section.

For Contractor

[Contractor's Name]
 [Attn:]
 [Street]
 [County, State Zip]

For County

Hood River County
 Attn: County Administrator
 601 State Street
 Hood River, OR 97031

With copy to:

Peachey Davies & Myers, PC
 Attn: Lisa Knight Davies, Esq.
 P.O. Box 417
 Hood River, OR 97031

- c. **Effectiveness of Notice.** Except as provided elsewhere in the Contract, a Notice is effective only if the Party giving or making the Notice has complied with subsection (a) and (b) of this section and if Addressee has received the Notice. A Notice is deemed to have been received as follows:
 - i. If the Notice is delivered in person, upon receipt as indicated by the date on the signed receipt.
 - ii. If the Notice is sent by mail, upon five days after mailing.

- 21. **No Third-Party Beneficiaries.** County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, either directly, indirectly, or otherwise, to third parties unless such third parties are identified by name in the Contract and expressly described in the Contract as intended beneficiaries.

22. **Conflict of Interest.** Contractor represents that no employee of County, or any partnership or corporation in which a County employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the Contract, except as specifically declared in writing.
23. **Hazard Communication.** To the extent Contractor provides County with any goods that may otherwise release or otherwise result in exposure to a hazardous chemical under normal conditions of use ("Potentially Hazardous Goods"), Contractor shall provide County with a Material Safety Data Sheet on all Potentially Hazardous Goods, and shall label, tag, or mark all Potentially Hazardous Goods.
24. **Disclosure of Social Security Number.** Contractor shall provide Contractor's Social Security Number ("SSN"), unless Contractor provides an Employer Identification Number or other valid form of Taxpayer Identification Number ("TIN"). SSN provided pursuant to this authority will be used for the administration of state, federal, and local tax laws. Contractor's TIN will be reported to the IRS under Contractor's name and submitted TIN. See IRS 1099 for more information. Information not matching IRS records may subject Contractor to backup withholding.
25. **Survival.** Expiration of the Contract shall not extinguish or prejudice County's right to enforce the Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties, and guarantees made, required by, or given by Contractor in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to Contractor, completion of the Work and termination or completion of the Contract.
26. **Time is of the Essence.** Time is of the essence of this Contract.
27. **Governing Law.** The Contract is entered into and is to be performed in Oregon and shall be governed by the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit, or proceeding between County and Contractor arising out of or relating to the Contract shall be brought solely and exclusively in the Circuit Court of Hood River County, Oregon. If the claim must be brought in a federal forum, then the claim shall be brought in the United States District Court for the District of Oregon. Contractor consents to *in personam* jurisdiction of the courts identified in this section.
28. **Captions.** The captions or headings in the Contract are for reference only and shall not affect the meaning or interpretation of the Contract.
29. **Counterparts.** The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original. The exchange of signed copies of the Contract by electronic mail in Portable Document Format, or its equivalent, shall constitute effective execution and delivery of the Contract. Signatures on the pages sent through electronic mail shall be deemed to be their original signatures for all purposes.
30. **Waiver.** County's failure to enforce a provision of the Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of County's right to performance in the future and shall not operate as a waiver of County's right to enforce any other provision of the Contract.
31. **Severability.** If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of the Contract shall remain in full force if the essential terms and conditions of the Contract for each Party remain valid, binding, and enforceable.

32. **Merger.** This Contract, including any attached exhibits, constitutes the entire and integrated agreement between the Parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between the Parties on the matters contained in the Contract are expressly merged and superseded by the Contract.

The Parties, by their signatures below, acknowledge having read and understood the Contract, and agree to be bound by its terms and conditions.

AGREED TO BY THE PARTIES:

HOOD RIVER COUNTY

CONTRACTOR NAME

By: _____
—

By: _____
—

Print
Name: _____

Print
Name: _____

Title: _____
—

Title: _____
—

Date: _____
—

Date: _____
—

Approved as to legal sufficiency:

—

Exhibit 1
MINIMUM INSURANCE REQUIREMENTS

**WORKERS' COMPENSATION INSURANCE
AND EMPLOYER LIABILITY INSURANCE**

Required **Not Required**

Contractor shall submit proof of Workers' Compensation for all persons who are "workers" as defined in ORS 656.005. A person who works under Contractor's direction and control or where Contractor has the right to control is a person for whom Contractor must show proof of coverage unless the "worker" is a "non-subject" worker exempt from workers' compensation insurance requirements under ORS 656.027. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, or show proof of extraterritorial coverage as per ORS 656.126. All contractors and subcontractors required to procure and maintain Workers' Compensation Insurance shall also procure and maintain Employer Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease that is in full force and effect for the duration of Contractor or subcontractor's Work under the Contract.

Contractor shall require and ensure that each of its subcontractors who provide labor or services in connection with the Contract provide Oregon workers' compensation coverage for all their subject workers as required by ORS 656.017 and shall keep on file a certificate of insurance from each subcontractor and anyone else directly employed by either Contractor or subcontractor.

Contractor shall consult with its own insurance agent to determine if any person engaged by Contractor to perform any services under the Contract is a "subject worker" for whom Contractor must provide workers' compensation insurance. Contractor may declare itself exempt from this insurance requirement if it is not an "employer" who contracts to pay remuneration for and secures the right to direct and control the services of any person, as per ORS 656.006(13) to perform the services. A contractor who makes that declaration and who does not provide that insurance may be deemed a non-complying employer under Oregon law. A contractor who makes that declaration agrees to hold County harmless from and indemnify County against any claim for compensation benefits made against County by subject workers employed by Contractor to do any of the Work of the Contract. A contractor who declares itself exempt from providing Workers' Compensation Insurance coverage otherwise required by this Contract shall make that declaration in signed and dated writing to be attached to the Contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

Required **Not Required**

Contractor shall obtain and keep in full force commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 or \$5,000,000 per occurrence, with a \$2,000,000; \$4,000,000; or \$10,000,000 annual aggregate limit, covering, but not limited to, liability for personal injury and property damage. Aggregate limits shall apply on a per project basis. The policy shall be written on an occurrence basis on ISO Form CG 00 01 (Commercial General Liability Coverage Form), or its equivalent, and shall include contractual liability covering the assumption of the tort liability (including defense costs) of another party by written contract for both ongoing operations and completed operations under the Contract. County of Beaverton and its officials, employees, agents, and volunteers shall be named as additional insureds under ISO Form CG 2010 (Additional Insureds – Owners, Lessees, or Contractors – Scheduled Person or Organization), or its equivalent, and CG 2037 (Additional Insured – Owners, Lessees, or Contractors – Completed Operations), or its equivalent, with respect to the Work to be provided under the Contract. The commercial general

liability insurance coverage required by the Contract is with respect only to the Work described in the Contract, and has no relationship to, or bearing upon, other projects of the insured and is primary and non-contributory with any County insurance or self-insurance program.

AUTOMOBILE LIABILITY INSURANCE

Required Not Required

Contractor shall obtain and keep in full force automobile liability insurance on ISO Form CA 00 01 (Business Auto Coverage), or its equivalent, with an each accident limit of not less than \$1,000,000 or \$2,000,000 covering, but not limited to, liability for bodily injury and property damage, for “any auto” including owned, non-owned, and hired autos used in connection with the performance of the Work. County of Beaverton and its officials, employees, agents, and volunteers shall be named as additional insureds Endorsement CA 20 48 (Designated Insured), or its equivalent. The automobile liability insurance required by the Contract is primary to and non-contributory with any County insurance or self-insurance program. Any deductible for this insurance shall not exceed \$5,000. If Contractor is declaring Contractor excused from any requirement to provide automobile liability insurance coverage because Contractor does not use an automobile in connection with Work under the Contract, Contractor may initial here: _____; otherwise, Contractor shall obtain and keep the required insurance.

PROFESSIONAL LIABILITY INSURANCE

Required Not Required

Contractor shall obtain and keep in full force professional liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 or \$5,000,000 per claim, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and economic loss. Contractor, at Contractor’s own expense, shall maintain professional liability insurance in full force for not less than 24 months following completion of the Contract. The professional liability insurance coverage required by the Contract is with respect only to the Work described in the Contract, and has no relationship to, or bearing upon, other projects of the insured. Coverage must be in effect prior to the commencement of the performance of the Contract. Contractor shall furnish continuous “claims-made” liability coverage for 24 months following completion of the Contract. Certificate of “tail” coverage for 24 months following the completion of the Contract in lieu of continuous “claims made” liability coverage is acceptable if “claims made” policy expires or is cancelled following completion of the Contract.

If Contractor proposes using subcontractors, in addition to any other requirements of the Contract, County may require subcontractors to provide professional liability insurance of similar type and coverage amount. Contractor, at Contractor’s own expense, shall maintain professional liability insurance of similar type and coverage amount.

CONSULTANT POLLUTION LIABILITY INSURANCE

Required Not Required

Contractor’s professional liability insurance shall be endorsed to provide liability coverage in an amount not less than \$2,000,000 or \$5,000,000 per claim limit, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and cleanup costs. In lieu of endorsement, County may accept equivalent coverage under a separate insurance policy.

COMMERCIAL CRIME INSURANCE

Required Not Required

Contractor shall obtain and keep in full force commercial crime insurance not less than \$50,000, including, but not limited to, coverage for theft or loss of client property.

CONTRACTOR POLLUTION LIABILITY
INSURANCE

Required Not Required

Contractor's pollution liability insurance shall be in an amount not less than \$2,000,000 or \$5,000,000 per claim limit, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and cleanup costs.

WAIVER OF SUBROGATION

Required Not Required

If Waiver of Subrogation is required, Contractor waives Contractor's right to recover from County, its officials, employees, agents, and volunteers for any damages arising out of Work performed under the Contract and covered by insurance. Any commercial general liability insurance policy and/or automobile liability insurance policy required under the Contract shall be endorsed to provide for a waiver of underwriter's rights to subrogation as to additional insureds.

