

REQUEST FOR PROPOSAL #2022-PW01

FOR

BRIDGE EVALUATION AND DESIGN SERVICES

FOR

**FIR MOUNTAIN ROAD AT NEAL CREEK
BRIDGE REPLACEMENT PROJECT**



**HOOD RIVER COUNTY PUBLIC WORKS
918 18TH STREET
HOOD RIVER, OREGON 97031
(541) 386-2616
January, 2022**

ADVERTISEMENT

HOOD RIVER COUNTY PUBLIC WORKS DEPARTMENT REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL DESIGN SERVICES

FIR MOUNTAIN ROAD AT NEAL CREEK BRIDGE REPLACEMENT PROJECT

The Hood River County Public Works Department (“County”) is seeking a professional services Consultant to provide survey and engineering services for design of the Fir Mountain Road at Neal Creek Bridge Replacement Project. The County reserves the right to amend the contract for additional time, contingent upon the need and availability of approved funding. The solicitation process is being conducted in accordance with the Hood River County Administrative Code, Purchasing Code Section 5.47.230.

A copy of the RFP for professional design services, or information pertaining to the RFP, will be available on Thursday, January 27, 2022, in the office of the Hood River County Public Works Department, located at 918 18th Street, Hood River, OR 97031. The document and related information will also be available for download through the official County website on the same date at: <https://www.hoodrivercounty.gov/pwprojects>.

For proposals to be considered for award, all submittal requirements must be met. The requirements can be found in Part II - Submittal Requirements of the RFP.

Consultants are instructed to submit proposals based only on written information received directly from Hood River County Public Works. Proposals may be submitted to the Hood River County Public Works Director at 918 18th Street, Hood River, OR 97031 until 3:30 p.m. PST on Thursday, March 10, 2022. Proposals received after this time will not be considered.

The County reserves the right to not select a Consultant if the information submitted in their proposal is not in compliance with the requirements of the RFP, or, to not select any Consultant responding to the RFP if a determination is made that it is in the County’s best interest to do so.

All interested Consultants must comply with the applicable provisions of ORS 279C.840 and 40 U.S.C. 276a, any applicable provisions of the Equal Employment Opportunity Act of 1972, and the Civil Rights Act of 1964 as amended. Hood River County is an equal opportunity employer and Consultants will be required to submit certification as equal opportunity employers in their proposal. Interested Consultant will also be required to submit certification in accordance with ORS 279A.110 that the Consultant or Consultant’s firm has not discriminated against minority, women, or service-disabled owned businesses, or an emerging small business, in obtaining any subcontractor proposals or required subcontracts in response to this RFP.

Dated this 12th day of January 2022.

Hood River County, Oregon
Mikel Diwan, P.E., Public Works Director

**REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL DESIGN SERVICES FOR FIR
MOUNTAIN ROAD AT NEAL CREEK BRIDGE REPLACEMENT PROJECT**

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PART I - GENERAL INFORMATION

A. PURPOSE

The Hood River County Public Works Department (“County”) is seeking a professional services Consultant to provide survey and engineering services for design of the Fir Mountain Road at Neal Creek Bridge Replacement Project. All Consultants, firms, and interested parties submitting proposals are referred to as Bidders in this document, and the anticipated selected Bidder is referred to as the Consultant. The Consultant will be expected to provide full scope engineering services, including feasibility evaluation of design options, field data collection, plan design, permitting coordination, and project administration assistance. Additional professional services may be negotiated prior to award of a contract in effort to support the County’s goals throughout the project’s development.

B. PROJECT SCOPE

Fir Mountain Road Bridge Replacement

The Fir Mountain Road at Neal Creek Bridge is located on Fir Mountain Road in the eastern portion of Hood River County, approximately 5 miles south of I-84 and connects directly to State Route OR 35. Fir Mountain Road is primarily a farm-to-market route and a significant crossing of Neal Creek for local residents. The road also provides access for agricultural, timber, and emergency services to the east side of the Hood River valley.

The existing bridge is primarily a concrete, single-span, multiple-beam structure constructed in 1975. The single span is approximately 26.0 feet in length, which is supported by concrete abutments located outside of the normal waterline but inside the high-water elevation of Neal Creek. The replacement bridge will be located at or near the existing roadway alignment and is anticipated to be approximately the same length. Options for extending the length of the bridge to locate the support structures outside of the high-water elevation will be considered during the replacement evaluation phase. It is expected that Fir Mountain Road will be closed to thru traffic between OR 35 and Eastside Road for the duration of the project. Local access along any closed portions of Fir Mountain Road will need to be maintained, and closure of the bridge section is desired to be kept to a minimum.

The existing bridge is currently rated in POOR condition due to scour and deck condition issues. A thin-mix ACP overlay of approximately 2” in depth was applied to the concrete deck during the summer of 2021 to mitigate immediate safety concerns caused by deterioration of the concrete deck surface and exposed rebar. Epoxy solutions had been applied to the bridge deck prior to the ACP overlay but were unsuccessful as either intermediate or long-term solutions.

C. COUNTY RESPONSIBILITIES

The County intends to provide the project management services described below:

Contract Administration

The County will be responsible for providing draft project contract documents for the Consultant's review and approval, prior to contract execution.

Project Concept and Guidance

The County will identify primary goals and parameters for the design option evaluation phase of the project. Factors will include identifying target project milestones, scheduling, permitting, construction sequences, preliminary cost estimates, funding options, and bridge replacement limitations.

Design Comment and Coordination

The County will be responsible for providing timely reviews and comments to the Consultant in order to sustain the agreed-upon project schedule. During the design phase, the County will coordinate project elements with all affected utility companies, as well as ensure compliance with all County planning processes and requirements. The County will also be responsible for facilitating the acquisition of any additional right-of-way or construction easements as needed by the project.

To supplement project conceptual guidance and to enhance the Consultant's resources specific to the project, the County will be responsible for providing the following resources to the best of the County's ability:

1. A detailed Project Prospectus,
2. Existing topographic and Right-of-Way survey information,
3. Local Wetland Inventory boundary, existing utility information, and Significant Features Overlay boundaries, if available, in GIS or another compatible format,
4. Aerial photography of the project area,
5. Additional information requested by the Consultant, if available.

Project Permits

The County will be responsible for obtaining any applicable permits issued by Hood River County, including the Land Use Review for Floodplain Development and Stream Protection Overlay Permits, together with any applicable County issued construction permits.

Construction Bidding

The County will prepare final bid documents and advertise the project for bid. The County will be responsible for evaluating and scoring bids and selecting a contractor, however, the County may seek advice regarding the selection of a contractor from the Consultant, as needed, for an agreed upon fee unless otherwise include in the Statement of Work.

The County intends for the Consultant to work cooperatively with the County so all deliverable items, whether provided by County or Consultant, will be successfully integrated into the project schedule in a timely manner and in conformance with the schedule established for the project.

The County reserves the right to amend the contract to include construction engineering services if not initially incorporated into the Statement of Work. The proposed contract will include preliminary engineering and design, right-of-way acquisition assistance, Type, Size and Location (TSL) summary report for the bridge, preparation of environmental reports, acquisition of applicable permits, final engineering, and coordination and preparation of the final Plans, Specifications, and cost Estimate (PSE).

D. CONSULTANT'S RESPONSIBILITIES

Hood River County will expect the selected Consultant to perform the engineering services necessary for the design and potential construction of the Fir Mountain Road at Neal Creek Bridge Replacement project. The specific engineering services to be performed by the Consultant currently identified are as follows:

Project Surveying

Project surveying work shall include the establishment of the legal road centerline and Right-of-Way for Fir Mountain Road, over an area sufficient for the development of the project, and the collection of planimetric and topographic features within the survey area. Additionally, adequate survey work shall be performed and data collected in order to provide the basis of a hydraulic analysis of Neal Creek and the impact of the replacement bridge.

Bridge Design Alternatives

The Consultant will evaluate the current and future needs of the bridge and provide design alternatives that take into consideration the project's lifespan, short-term and long-term maintenance needs, the associated costs, the construction resources needed, and various other factors. The degree of alternative development to which design alternatives are considered may be largely left to the discretion of the Consultant, however, the desired result is that the County can demonstrate various design and construction options have been considered and a well-informed decision was made regarding the final design concept. The Consultant will be expected to memorialize the alternatives considered in a final memorandum which includes the associated cost estimates.

Right-of-Way Services

Right-of-Way services shall include determining if additional Right-of-Way (ROW) will need to be acquired as a part of the project. If additional ROW is necessary, the Consultant shall prepare a survey map and legal description of the needed ROW. As part of the Right-of-Way services, the Consultant shall prepare, or cause to be prepared, an appraisal of the property to be acquired as ROW. The appraisal shall be prepared by an independent third-party and in accordance with any regulatory requirements and in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act. County staff will assist the Consultant in the acquisition process by contacting the impacted property owners as needed, negotiating the acquisition of the ROW, and processing the acquisition through the governing body. Any necessary Temporary Construction Easements needed for the development of the project shall be considered and included in the Right-of-Way services to be provided.

Geotechnical Investigation and Report

The Consultant will conduct a geotechnical investigation of the project site and associated work, including the collection and evaluation of subsurface data, the development of structural foundation recommendations, and the preparation of a Foundation Data sheet. The collection of data will be expected to include a minimum of one test-boring per vertical abutment, as determined to be feasible. The findings, conclusions and recommendations resulting from the investigation shall be provided in a Final Geotechnical Report. The report should address the necessary and required items pertaining to the design of driven piles, structural abutments, wing walls, pavement approaches, and pavement design for any subsequential roadway improvements.

Preliminary Structures Analysis and Bridge Design

The Consultant will evaluate any design constraints and identify opportunities that provide cost-effective, constructible solutions for the bridge, including alternative methods for construction and long-term maintenance. As part of the preliminary analysis, the Consultant shall prepare a Type, Size, and Location Report (TSL) for the bridge, as well as a hydraulic analysis which demonstrates the bridge will not impact the 1% annual event flood elevations. The design shall be in accordance with AASHTO LRFD Bridge Design Specifications (9th Edition), including any interim updates, and the Oregon Department of Transportation (ODOT) Bridge Design Manual (June 2020) shall be utilized to incorporate regional design standards.

Development of Final Bridge and Structural Plans

The Consultant shall prepare detailed, final construction drawings for the bridge and associated structures. The drawings shall include all necessary plan and elevation information, bridge and guardrail details, standard construction details, and any other related drawings or information necessary for proper permitting, bidding, and construction purposes. Review sets of the drawings shall be provided to the County at intervals or milestones as defined in the proposal and/or subsequent contract. Revisions to the drawings will be made by the Consultant, at the direction of the County, based on project goals and necessity to further the project. A project schedule, staging plan, and construction cost estimate shall also be provided by the Consultant at each determined milestone.

Roadway Design

Roadway design for improvements to Fir Mountain Road, as necessitated by the project, shall be incorporated into the drawings to ensure the horizontal and vertical alignments provide proper roadway transition and drainage needs. Roadway design information that will be required shall include cross-sections, inclusive of roadway widths, material depths and material specifications. Guardrail transitions and terminals shall be detailed to show their intended location, type, length, and other pertinent information. A stormwater plan shall also be provided, in conjunction with the design of any treatment structures. All design work and resulting drawings shall be performed and produced in accordance with the ODOT Highway Design Manual (2012). The roadway design package shall be incorporated into, and coincide with, the bridge construction drawings in a logical and practical manner.

Environmental and Permitting Services

The Consultant will be responsible for investigating agency and jurisdictional oversight of the project and determining the applicable permitting requirements that must be met for final construction to occur. During the appropriate design phases, the Consultant will also be responsible for completing and submitting each permitting application, together with any required documentation, and facilitating the approval and issuance of the permit. County assistance for permit acquisition will be provided as available and as necessary. The following permits are initially anticipated to be required for the project, however, the final and accurate list is to be determined as a result of the Consultant's design option and permit investigation:

- Joint Permit Application
 - United States Army Corps of Engineers (USACE): Nationwide Permit
 - Oregon Department of Environmental Quality: Water Quality Certification
 - Oregon Department of State Lands (DSL): Removal/Fill Permit
- DSL Wetland Delineation and Mitigation (if required per DSL Removal/Fill Permit)
- Oregon Department of Fish and Wildlife: (Fish Passage, Scientific Take Permit)

Development of Final Specifications

The Consultant will prepare detailed Contract Specifications and Special Provisions, and an Engineer's Construction Cost Estimate for construction of the selected bridge option, roadway improvements, and all other infrastructure associated with the project.

Construction Engineering

The Consultant will provide construction engineering and inspection services pertaining to the construction of the proposed bridge and roadway improvements. Inspection procedures shall follow the ODOT Standard Specifications for Construction 2021.

As-Built Drawings

The Consultant will prepare final "as-built" drawings of the completed project for submittal to the County. As-builts shall be provided in both hardcopy and electronic format.

Load Rating

The Consultant will prepare a load rating of the new bridge utilizing the Load Resistance Factor Rating (LRFR) Tier 2 standards and methodology. The load ratings shall be provided to the County in both hardcopy and electronic format, and in a format acceptable for submittal to the ODOT Bridge Engineering Section. Load rating procedures shall be in accordance with standards set forth by the ODOT Bridge Engineering Section.

Personal Services Contract

The selected Consultant will be required to execute a Personal Services Contract (PSK) prepared by and acceptable to the County. An example of the PSK is attached herein as Appendix "A" and identifies the minimum requirements for insurance protections the Consultant will be required to secure throughout the duration of the contract. The selected Consultant will assume responsibility for all services identified in any Work Authorization

Document (WAD) or Notice to Proceed (NTP) resulting from execution of the contract, as prepared by the County. Whether or not included in the contract, the Consultant shall identify a person of charge for the project, who must be a Professional Engineer registered in the State of Oregon.

Miscellaneous Responsibilities

Throughout the duration of the contract, the Consultant shall:

1. Consult with the County at each stage of work as it progresses,
2. Perform each task as described in the WAD or NTP,
3. Complete each task in compliance with the agreed upon Project Schedule,
4. Submit an agreed upon project status report with each payment request,
5. Comply with all provisions of the contract and WAD's.

The Consultant shall be responsible for ensuring all work is performed in accordance with ODOT's Construction Manual, Highway and Bridge Design Manual(s), Special Provisions and Standard Specifications, Field Test Procedures Handbook, and the American Association of State Highway and Transportation Officials (AASHTO) standards when applicable, or as directed by the County. All field computations and records shall be retained for submittal unless otherwise specified.

When requested, the Consultant shall furnish the County with original or reproduced copies of any maps, field notes, computations or test results that are necessary for County personnel to determine and verify project pay quantities.

All retained maps, field notes, test results, computations, and other documentation used in the layout and control of the work, or for the determination of pay quantities, shall be submitted to the County within two (2) weeks after the completion of the project and in a format acceptable to the County.

The Consultant shall provide competent staff and personnel, and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools shall be in good operating condition throughout the duration of the contract. All materials and supplies shall be of good quality and suitable for the assigned work. The competency of the personnel designated to work on the project shall be subject to the approval of the County, based on their experience and knowledge.

The Consultant shall provide and use all required safety equipment, including but not limited to, hard hats, safety vests and clothing required by State and/or Federal regulations when present at the project site.

E. CONSULTANT SELECTION SCHEDULE

The Consultant selection process is anticipated to occur in accordance with the following schedule. All dates and times listed, unless otherwise specifically identified herein and part of the RFP response submittal process, are subject to change based on whether further information is needed, allowance for adequate review times, authorized staff availability, and allowances for protests of awards.

Notice of Advertisement	January 19-25, 2022
Publishment of RFP	January 27, 2022
Proposal Question Deadline	March 3, 2022
Proposal Submittal Deadline	March 10, 2022, 3:30 pm PST.
Consultant Interviews (If Necessary)	March 22-24, 2022
Consultant Selection and Notification	March 31, 2022
Notice of Intent to Award	April 6-12, 2022
Contract Execution	May 16, 2022

The contract is anticipated to begin on July 1, 2022 and will encompass a period of approximately three (3) years. The County reserves the right to amend the contract for additional time, as needed, contingent upon need, and the availability of approved funding and other resources.

Contract payment(s) will be based on the agreed upon hourly unit price billing rates in a reimbursement manner. The performance of the contract will be based on deliverable products and outcomes provided by the Consultant. The selected Consultant and the County will negotiate the final Statement of Work, to include a description of work tasks and deliverables within the scope of what is advertised herein, for inclusion in the Personal Services Contract, or other contract as approved by the County, and any subsequent Statement of Work documents.

F. COUNTY CONTACT INFORMATION

This RFP for professional design services has been prepared by and available from the Hood River County Public Works Department, located at 918 18th Street, Hood River, Oregon. The document and related information will also be available for download through the official County website Thursday, January 27, 2022, at: <https://www.hoodrivercounty.gov/pwprojects>.

Inquiries relating to either the RFP process or to the substantive technical portions of the RFP should be directed to:

Public Works Director
Hood River County Public Works
918 18th Street
Hood River OR 97031
541-386-2616
public.works@hoodrivercounty.gov

Bidders may submit questions in writing no later than seven (7) days prior to the submittal deadline. All questions are due by Thursday, March 3, 2022, at 3:30 pm PST to be considered. Any questions received after this time may not be considered and are not obligated to be answered. Substantive questions and answers will be made available online at <https://www.hoodrivercounty.gov/pwprojects> no later than three (3) business days after the question due date and time. When appropriate and applicable, any revisions, substitutions, or clarifications pertinent to this RFP will be issued as official addenda and will need to be acknowledged as part of the Bidder's proposal.

The County may request and require any clarification or change needed in order to understand and support the selected Consultant's approach to the project. Any change or clarification so directed will need to be made prior to executing a contract for services and may specifically be incorporated into the contract.

Bidders responding to this RFP do so solely at their expense. The County accepts no responsibility for costs incurred by any Bidder responding to this RFP and shall not be liable for any costs incurred by any Bidder in the preparation or presentation of any proposal, or any costs related to a requested interview.

PART II - SUBMITTAL REQUIREMENTS

A. GENERAL CONDITIONS

1. The County reserves the right, at any time during the solicitation, evaluation, or contract award process, to cancel the solicitation or reject any or all proposals, without liability, if determined there is good cause to do so or if determined to be in the best interest of the County.
2. All Bidders should adhere to the format and instructions described herein.
3. Proposals submitted in hardcopy form shall be addressed to:

Public Works Director
Hood River County Public Works
918 18th Street
Hood River, Oregon 97031

on or before Thursday, March 10, 2022, by 3:30 pm PST. Proposals received after this time will not be considered.

4. Proposals submitted electronically shall be sent via email, received receipt requested, to: Public.Works@hoodrivercounty.gov. No other form of electronic submittal will be considered.
5. Proposals sent via facsimile will not be considered.
6. All proposals should be no more than twenty (20) pages in length, excluding any transmittal letter or supporting documents. One page is considered as one side of a single 8-½"x11" sheet of paper, with a minimum font size of 11 for the main text. Any project schedule or rate/cost estimate shall also be on 8-½"x11" size paper.
7. All electronic proposals shall be in PDF format with paper size 8-½"x11". All pages should be in Portrait orientation.
8. The County intends to select a Consultant based on the information contained within the accepted proposals submitted by each individual or firm, however, interviews with individuals or firms may be considered and conducted after a preliminary review of all accepted proposals. The number of individuals or firms interviewed will be based on the total number of proposals accepted and the criteria used to evaluate the proposals, as described in Part III of this RFP.
9. Consultant selection is anticipated to occur in March 2022. The County reserves the right to extend this schedule as needed or when necessary.
10. Execution of a contract for professional design services is anticipated to occur approximately sixty (60) days after Consultant selection. The County reserves the right to extend this schedule as needed or when necessary, but in no case will a contract be executed prior to an agreed upon Statement of Work.
11. This contract is for Public Work, as described in and subject to ORS 279C. No proposal will be considered unless the proposal contains a statement by the Bidder that the provisions of ORS 279C.840 or 40 U.S.C 276a will be complied with.

12. Any proposal may be withdrawn, at any time, before the stated deadline specified in this RFP by providing written request to the County. The request shall be executed by a duly authorized representative of the firm. Withdrawn proposals will not be returned and will remain the property of the County, however, will not prejudice the right of the Bidder to submit a new proposal before the stated deadline.
13. All accepted proposals will be incorporated into a project file open to public inspection. If a proposal contains information that is considered a trade secret under ORS 646.461, each sheet of such information must be marked with the following statement:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law.”
14. Nondisclosure of documents, or any portion of a document, submitted as part of a proposal may depend upon official or judicial determinations made pursuant to Oregon Public Records Law. The above restriction may not include cost or price information which must be open to public inspection.
15. Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be considered acknowledgement that the information is not considered a trade secret by the Bidder and forfeiture of any future claim that the information is a trade secret.
16. Proposals identified as a whole or in their entirety as a trade secret will not be considered.

B. CONTENT AND FORMAT

Submittals should be no more than twenty (20) pages in length, excluding any transmittal letter or supporting documents. In order to establish recognizable and comparable denominators for evaluation, Bidders should arrange their submittals in the general order as follows:

1. Letter of Transmittal

A separate Letter of Transmittal signed by an authorized representative of the Bidder. The letter should include statements identifying that:

- a) The Bidder understands the scope of the described project and identifies the specific types of services to be provided,
- b) The Bidder agrees to all terms and conditions contained in the RFP and any attachments,
- c) The Bidder and their subconsultants, if any and if selected, will satisfy all insurance coverage requirements for the services offered,
- d) The Bidder states, in accordance with ORS 279A.110, that the Bidder or Bidder’s firm has not discriminated against minority, women, or service-disabled owned businesses, or an emerging small business, in obtaining any subcontractor proposals or required subcontracts in response to this RFP,

- e) The Bidder acknowledges the project is Public Work, as described in and subject to ORS 279C, and that provisions of ORS 279C.840 or 40 U.S.C 276a will be complied with,
- f) Whether or not the Bidder is a Resident Bidder, as defined in ORS 279A.120,
- g) The Bidder acknowledges the requirement, and submits to the following if selected, that every public contract shall include conditions that the Consultant shall:
 - 1) Make prompt payment as due, to all persons supplying labor or materials to the Consultant for the performance of the work described in the contract,
 - 2) Pay all contributions or amounts due to the Industrial Accident Fund from the Consultant or their subsubcontractor, for the performance of the work described in the contract,
 - 3) Not permit any lien or claim to be filed or prosecuted against the State or County, or subdivision thereof, on account of any labor or material furnished in the performance of the work described in the contract,
 - 4) Pay to the Oregon Department of Revenue all sums withheld from employees, pursuant to and applicable under ORS 316.167.

2. Professional Qualifications

Proposals should demonstrate the Bidder's qualifications and experience relating to the requested services for the project. Specifically, the service areas of surveying, road and storm drainage design, bridge design, bridge load rating documentation, geotechnical evaluation, construction management, as-built submittal preparation, and agency permit procurement shall be emphasized. Professional references should be included in the evaluation of this criterion. Staff and subconsultant resumes should be included as Supportive Information. At a minimum, proposal responses should demonstrate the following:

- a) The anticipated extent of the Principal's involvement in the project,
- b) The names of all anticipated project team members and/or subconsultants who will be performing the work and their area of responsibility.
- c) Identification of a specific Project Manager for the project,
- d) The current assignments and work location of the project team members, if located more than one hundred (100) miles from the project site, and the extent to which the assignments can be expected to conflict with the member's ability to perform the work identified,
- e) The qualifications and relevant individual experience of the project team members, including any subconsultants,
- f) The experience of the project team, as a team, on similar or related projects,
- g) The Project Manager's experience with similar contracts or projects and leading interdisciplinary teams.

3. Performance Examples

The Consultant should provide a brief, professional work history of relevant projects as it relates to the capabilities of the primary Consultant or firm, and any subconsultants, to provide the requested services. Work histories should only include projects performed by the project team members to be assigned to this project. Prior examples which include multiple members of the proposed project team may receive a higher score during the evaluation process. Relevant project example may include:

- a) Projects similar in type, size and scope, with a maximum of five (5) examples performed within the last ten (10) years, that best characterize the work quality, efficient use of resources, and permit requirements. The engineer's project cost estimate and the final cost of the project should be included in the example.
- b) A description of the internal procedures and/or policies implemented by the Bidder to ensure an acceptable work quality was provided and that cost control measures were successful,
- c) A description of the project management or organizational structure utilized,
- d) Projects of similar nature currently under contract and their current status,
- e) References of up to three (3) prior client projects that can demonstrate the Consultant's, and any subconsultant's, satisfactory performance with regards to project terms, scope, time and budget.

4. Project Understanding

Proposals should demonstrate a clear and concise understanding of the project based on existing information, and include a general description of the purpose of the project and the primary issues to be addressed. The Consultant should be knowledgeable of applicable and standard industry solutions, as well as be able to offer innovative or simplistic ideas. It is important that the Consultant demonstrate an ability to communicate technical information in a simplistic and non-technical manner, either in verbal, written, or graphic form.

5. Approach and Resource Allocation

Proposals should demonstrate the Bidder's approach to delivering the project and specify the major tasks to be completed, as well as the resources needed to complete each task and their availability to the Bidder. The proposal should also describe the Bidder's ability to ensure expeditious completion of the work. Specific resources should be included in a spreadsheet format which identifies the anticipated hours required to complete each task, and:

- a) The job classification of each project team member that will contribute to the project and the estimated number of hours of work contributed,

- b) A cumulative, feasible project schedule that describes how and when the work contributed by the project team will result in a finished project.

6. Proposed Professional Services Costs

Proposals should include the proposed cost of the project approach and resource allocations described in Section 5 (above), including:

- a) Current hourly billing rates for each job classification listed,
- b) Reimbursable expenses, including but not limited to, subconsultant hours and contracts, transportation costs, travel time and mileage, per diem, and use of special equipment,
- c) Notation of any salaries, hourly billing rates, or other costs that will remain constant throughout the duration of the project, or, indication of any changes to such costs and their rate and schedule of adjustment,
- d) A cumulative, estimated total cost for the professional design services required, including construction engineering services, to achieve a finished project.

7. Supportive Information (will not count toward the twenty (20) page maximum)

Bidders may include additional project support material, including but not limited to, graphs, charts, photos, resumes and additional references. Examples of successful bridge design option evaluations should be included in the Supportive Information section. Supporting materials should be in the same format and size as the primary proposal material.

PART III - SELECTION PROCESS

A. SELECTION COMMITTEE

1. The Selection Committee will consist of the Hood River County Public Works Director and the Engineering Manager. The committee will be responsible for evaluating the proposals for acceptance, scoring, and conducting interviews if necessary.
2. The selection process may be extended or canceled at any time, if it is determined to be in the County's best interest to do so.

B. EVALUATION CRITERIA

Proposals received on time and accepted will be reviewed on a Pass/Fail basis for further evaluation. Proposals meeting the Pass/Fail criteria will be evaluated by the Selection Committee for scoring against the following criteria and subsequently ranked:

MANDATORY	
Letter of Transmittal	Pass/Fail
Proposal Format and Length	Pass/Fail
Salary and Fee Schedule Included	Pass/Fail
SCORED CRITERIA	
EVALUATION CRITERIA	MAX. SCORE
Professional Qualifications	20
Performance Examples	20
Project Understanding	20
Approach and Resource Allocation	20
Professional Services Cost Format	10
Supportive Information (Including bridge option evaluations)	10
TOTAL SCORE	100 Points

C. INTERVIEWS

Interviews may be conducted and scored at the discretion of the County and Selection Committee. A short-list of up to three (3) Bidders may be derived from the proposals with the top scores, based on the scoring criteria set forth in Section B above. If interviews are conducted, only the short-list Bidders will be requested to attend, and the following will apply:

- a) Interview scores will have a maximum value of **20 points** and will be combined with the Scored Criteria to arrive at a Final Score. The Final Scores will be ranked to determine the apparent successful Bidder. Further details will be provided with notification of the date and time of the interviews.

D. COMMENTS AND APPEALS

1. Any potential Bidder interested in submitting a proposal for this project who believes that there are specifications contained within this RFP which limit competition or conflict with any governing procurement rule or law may submit written comment to the Public Works Director no later than seven (7) days before the deadline date.
2. The County reserves the right to accept or reject any and all proposals with good cause; to add or delete proposal items and/or quantities; to amend the RFP; to waive any minor irregularity, informality, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award of a bid; and to reject, for good cause and without liability, any and all proposals upon a finding or determination that it is in the County's best interest to do so.
3. Prospective Bidders who protest any provision, specification or other requirement contained in this RFP may submit a written request to change any provision, specification or requirement no later than seven (7) days before the deadline date. Each request must include the reasons for the request and specify the remedy requested. The County will not consider any protest submitted after the deadline established in this section.
4. Bidders who submit proposals shall be notified of its selection status after the Final Scores are determined and a selection is made. Any Bidder who claims to have been adversely affected or aggrieved by the selection of a competing Bidder shall have seven (7) calendar days after receiving notification to submit a written protest. To be adversely affected or aggrieved, the Bidder must demonstrate that all higher-ranked Bidders were ineligible for selection. The County will not consider a protest submitted after the deadline established in this section.

PART IV - PERSONAL SERVICES CONTRACT

The Consultant shall perform work under a County approved and fully executed Personal Services Contract (Appendix A) with an included and negotiated Statement of Work. The Statement of Work will identify the specific items of work for the contract. The contract will have a maximum monetary limit as established by this proposal process. If the Consultant refuses to perform any of the Work, an authorized representative of the Consultant shall submit a written justification for the refusal to the County within two (2) business days. The County reserves the right to amend the contract if required.

In the event the Consultant refuses to perform any of the Work, and documents their decision and justification appropriately and to the County's satisfaction, the County reserves the right to offer the project to another Consultant that has submitted an acceptable and scored proposal in response to this RFP, and in such event the Consultant waives their right to protest said offer.

The Statement of Work will describe, in detail, the tasks that are to be performed with Consultant's staff hours, the desired time of project completion, and the costs and deliverables for the task items described. The Statement of Work shall include a complete salary and fee schedule for the proposed services, which identifies the assigned staff by task and hours in order to reflect the total cost for the proposed Work. The final task/hours/staff cost breakdown shall be submitted in a table format designed by the Consultant. Cost estimates for each work item to be authorized shall be detailed using the fee schedule attached to and incorporated into the contract.

No Work on the project shall begin before the County's and Consultant's required signatures are obtained on the Personal Services Contract, or subsequent amendment to the contract for a revised Statement of Work, and an official Notice To Proceed (NTP) has been issued by and received from the County.

APPENDIX A

PERSONAL SERVICES CONTRACT BETWEEN HOOD RIVER COUNTY AND CONTRACTOR NAME

This contract is between Hood River County hereafter called "County" and **Contractor Name**, hereafter called "Contractor." County's supervising representative for this contract is the County Administrator or the Administrator's designee as noted in Paragraph 21, Notices. Both County and Contractor agree to the following:

1. Effective Date and Duration. This contract shall become effective on the date it has been signed by every party and, when required, approved by the Hood River County Board of Commissioners. Unless extended or earlier terminated, this contract shall expire when County has accepted Contractor's completed performance. However, expiration or termination shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of Contractor warranty or indemnity; or (b) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor shall perform the work ("Work") as set forth in the Statement of Work and these terms and conditions. The Statement of Work, including the delivery schedule for the Work, is contained in the attached Exhibit A.

3. Consideration.

(a) The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$0,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

4. Travel and Other Expenses. Travel and other expenses of the Contractor shall not be reimbursed by the County.

5. Independent Contractor; Responsibility for Taxes and Withholding; Retirement System Status.

(a) Contractor shall perform all Work required by this contract as an independent contractor. Although the County reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the Work.

(b) The Contractor represents and warrants that Contractor (i) is not an employee of Hood River County, (ii) is not currently employed by the Federal Government, and (iii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit B and by this reference made a part hereof. Contractor is not an "officer," "employee" or "agent" of the County, as those terms are used in ORS 30.265.

(c) Contractor is not a contributing member of the Public Employees Retirement System and Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, unless Contractor is subject to backup withholding, County 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.

6. Subcontracts and Assignment; Successors in Interest. Contractor shall not enter into any subcontracts for any of the Work, or assign or transfer any of its interest in this contract, without the prior written consent of County. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

7. No Third Party Beneficiaries. County and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

8. Funds Available and Authorized. County has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the County's current annual budget. Contractor understands and agrees that County's payment of amounts under this contract attributable to work performed is contingent on County budgetary limitations and other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. County may terminate this contract without penalty or liability to County, effective upon the delivery of written notice to Contractor, with no further liability if County determines that there are insufficient funds available to make payments under this contract.

9. Representations and Warranties. Contractor represents and warrants to County that (a) Contractor has the power and authority to enter into and perform this Contract, (b) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, and (d) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Default; Remedies; Termination.

(a) **Default by Contractor.** Contractor shall be in default under this Contract if:

- (i) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- (ii) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(b) **County's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- (i) termination of this Contract under Section 10e(ii);
- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 10a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10e(i).

- (c) **Default by County.** County shall be in default under this Contract if:
- (i) County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
 - (ii) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(d) **Contractor's Remedies for County's Default.** In the event County terminates the Contract under Section 10e(i), or in the event County is in default under Section 10c and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10e(iii), Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor. In no event shall County be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10d, Contractor shall pay immediately any excess to County upon written demand.

(e) **Termination.**

(i) **County's Right to Terminate at its Discretion.** At its sole discretion, County may terminate this Contract:

- (A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;
- (B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the Work or Work Products under this Contract is prohibited or County is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **County's Right to Terminate for Cause.** In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10e(ii)(B) and 10e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Contractor is in default under Section 10a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 10a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or
- (C) Contractor is in default under Section 10a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(iii) **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract with such written notice to County as provided in Sections 10e(iii)(A) and 10e(iii)(B) below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under Section 10c(i) because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under Section 10c(ii) because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(iv) **Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to County all of County's property (including without limitation any Work or Work Products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

11. Records Maintenance; Access. Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that County and their duly authorized representative shall have access to such financial records and to all other books, documents, papers, plans and writings of Contractor that are pertinent to this contract for the purpose of performing examinations and audits, and making excerpts and transcripts. All such financial records, books, documents, papers, plans, and writings shall be retained by Contractor and kept accessible for a minimum of 6 years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) ORS Chapter 659, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 which are incorporated by reference herein.

13. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

14. Governing Law; Jurisdiction; Venue. This contract shall be governed and construed in accordance with the laws of Hood River County and the State of Oregon without resort to any jurisdiction's conflict of

laws rules or doctrines. Any claim, action, suit or proceeding (collectively, "claim") between the County and the 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. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Contractor by the signature below of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

15. Indemnity. Contractor shall defend (with legal counsel of County's choice), save, hold harmless, and indemnify the Hood River County its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

16. Insurance. Contractor shall provide as indicated on Exhibit C, attached hereto and incorporated by this reference.

17. Ownership of Work Product.

(a) **Definitions.** As used in this Section 17, and elsewhere in this Contract, the following terms have the meanings set forth below:

- (i) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Contractor.
- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to County pursuant to the Work.

(b) **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of County. County and Contractor agree that such original works of authorship are "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on County's behalf.

(c) **Contractor Intellectual Property.** In the event that Work Product is Contractor Intellectual Property Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use,

**EXHIBIT A
STATEMENT OF WORK**

SAMPLE

**EXHIBIT B
(INSERT COMPLETED CONTRACTOR W-9 FORM)**

SAMPLE

**EXHIBIT C
INSURANCE**

During the term of this contract Contractor shall maintain in force, at Contractor's own expense, all insurance coverage(s) noted below:

1. Workers Compensation Insurance for Contractors with one or more workers, as defined by ORS 656.027. Maintaining this insurance is in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

2. Professional Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

\$200,000 \$500,000 \$1,000,000 \$2,000,000

for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.

3. General Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

\$200,000 \$500,000 \$1,000,000 \$2,000,000

for each claim, incident or occurrence.

4. Automobile Liability Insurance:

is not required.

is required with a combined single limit or the equivalent, of not less than:

Oregon Financial Responsibility Law (ORS 806.070)
 \$200,000
 \$500,000
 \$1,000,000

for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to County;

6. Certificates of insurance. As evidence of the insurance coverage(s) required by this contract, the Contractor shall furnish acceptable insurance certificates to County within 30 days of signing this contract. The certificate will specify all of the parties who are Additional Insured. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.