QUALIFICATIONS BASED SELECTION REQUEST FOR PROPOSAL (RFP)

Hood River County Parks Master Plan

Issued By:	Hood River County, 601 State Street, Hood River, OR 97031
Point of Contact (POC):	Matt Jordan, Parks and Buildings Supervisor, matt.jordan@hoodrivercounty.gov
Registration/Questions:	Matt Jordan, Parks and Buildings Supervisor, matt.jordan@hoodrivercounty.gov
Issue Date:	July 27, 2026
Questions Deadline:	August 10, 2026, by 3:00 p.m. PST
Proposal Due Date:	September 4, 2026, by 5:00 p.m. PST

Hood River 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.

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 Matt Jordan identified above in this RFP.

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 proposal due date and time above will not be considered.

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.

Proposers must register with Hood River County by providing an email address to Matt Jordan to receive answers to questions sent in the form of addendums. Acknowledgment of receipt of all addendums is a requirement of proposal submission.

PUBLISHED	State of Oregon- OregonBuys Platform Hood River County's website

Contents

Section 1 — Introduction 3
Section 2 — Scope of Work 3
Section 3 — Submittal Instructions 8
Section 4 — Proposal Content and Format 10
Section 5 — Proposal Evaluation and Contract Award Procedures 11
Appendix A – Business Statement
Appendix B – Acknowledgement of each addendum number (if any)
Appendix C – Professional Services Contract
Addendum 1 -- Questions and Answers

Section 1 — Introduction

Project Summary

Hood River County seeks qualified professional services to develop an action-oriented Parks Master Plan to guide and secure the future of its park and campground system over the next 10 years. Funded in part by an Oregon Parks and Recreation Department (OPRD) County Opportunity Grant, the Plan will build on the 2020 Hood River Area Multi-Jurisdictional Parks, Recreation, and Open Space Master Plan (MJMP) by focusing specifically on the assets, needs, and operational priorities of the County's overnight campground facilities.

The County's primary goal is to produce a plan that functions as a living road map for near, and mid-term decision-making, capital investment, and funding pursuits, not a document that is completed and set aside. Highly qualified firms should demonstrate the ability to deliver creative, strategic, and financially realistic solutions that are implementable given the County's limited resources.

The Parks Master Plan will:

1. Assess need and feasibility for new campgrounds, expansion of existing overnight facilities, and conversion of day-use areas to overnight camping
    - Produce a phased, costed, 10-year Capital Improvement Roadmap that directly supports funding applications
    - Align with the State Comprehensive Outdoor Recreation Plan (SCORP) and OPRD grant requirements
2. Establish an ADA Transition Plan with prioritized improvements and cost estimates
3. Develop sustainable revenue strategies, including fee structures, reservation systems, grants, and other funding opportunities

Section 2 — Scope of Work

The following scope describes the County's core requirements. Firms are encouraged to propose unique approaches based on their experience on similar projects, provided they clearly address each required deliverable. The anticipated project timeline is 12-18 months from Notice to Proceed.

All deliverables shall be provided in Word or Excel Document and PDF format; presentations in PowerPoint format. Final plan documents must include the Hood River County approved logo and branding. The consultant logo shall not appear on the cover page of any report. Final documents must include the following OPRD grant acknowledgment:

> *"This project is partially funded by the County Opportunity Grant Program, a program of the Oregon Parks and Recreation Department. The COGP grant is funded by a portion of recreational vehicle registration fees. The contents of this document do not necessarily reflect views or policies of the State of Oregon."*

Task 1 — Project Initiation

Timeline: Month 1

Tasks:

1. Conduct a virtual kickoff meeting with County representatives; present projected timeline and communications plan
2. Identify comparable municipalities for benchmarking organizational and financial structures based on population, staff size, budget, and location
3. Review and extract applicable data and findings from the MJMP, 2025-2029 Statewide Comprehensive Outdoor Recreation Plan (SCORP), and 2026 Hood River County Organizational and Financial Sustainability Assessment related to Parks department
4. Review Hood River County Administrative Code related to parks operations
5. Define planning gaps specific to County-owned and managed campgrounds

Deliverables:

- Kickoff meeting agenda and calendar invitations
- Summary memo documenting findings from initiation tasks

Task 2 — Community Engagement and Public Input

Timeline: Months 1–3

Tasks:

1. Assess public involvement from MJMP and determine what additional outreach is needed.
2. Develop a Community and Public Engagement Plan for the project
3. Plan shall include 3–5 Advisory Committee meetings throughout the project
4. Plan shall include at minimum one (1) widely available public survey on campground demand and needs, and one (1) on-site survey of campground users, if practical. Both surveys must be available in English and Spanish

Deliverables:

- Memo summarizing the Community and Public Engagement Plan, incorporating County feedback
- Final versions of both surveys, incorporating advisory and County feedback

Task 3 — Inventory and Evaluation

Timeline: Months 4–8

Tasks:

1. Prepare a summary of all County-owned parks and current uses:
    - Toll Bridge,
    - Tucker Park,
    - Panorama Point,
    - Powerdale Corridor including Copper Dam
    - Oak Grove
    - Ruthton
    - Punchbowl, and
    - Kingsley (included in Forest Master Plan and Recreational Trails Plan, listed here for completeness, no assessments needed)
2. Conduct field assessments of all County-operated campground sites:
3. Evaluate usage, condition, and operational performance of all facilities
4. Evaluate the current Camp Host program and structure, and recommend improvements
5. Evaluate existing County code, policies, and procedures related to campgrounds and recommend updates

Deliverables:

- Site Inventory and Evaluation Report
- Report on Camp Host structure with recommendations
- Report summarizing recommended updates to parks-related code, policies, and procedures

Task 4 — New Campground Feasibility Study

Timeline: Months 4–8

Tasks:

1. Evaluate regional demand for campgrounds and types of camping

2. Identify and assess up to three (3) current County-owned day-use parks for potential conversion to revenue-generating campgrounds
3. Identify and assess up to ten (10) underserved properties — publicly or privately owned — suitable for potential conversion to County-owned campgrounds
4. Prepare concept plans and preliminary cost estimates for up to three (3) site conversions within the next 10 years
5. Prepare development strategies and cost estimates for trading or acquiring land for up to three (3) future campground developments

Deliverables:

- Memo summarizing campground demand data for Hood River County
- Memo summarizing feasibility of converting day-use parks to campgrounds
- Draft Feasibility Study Report for up to ten (10) underserved properties (presented to Advisory Committee for prioritization)
- Final Feasibility Study Report for up to three (3) prioritized sites, including concept plans, cost estimates, conversion timeline, and funding opportunities

Task 5 — ADA Transition Plan

Timeline: Months 4–8

Tasks:

1. Conduct a policy and documentation survey
2. Conduct an ADA Self-Evaluation and field data collection
3. Prepare a recommendation framework for ADA improvements
4. Prepare concept designs and cost estimates for three (3) prioritized facility projects

Deliverables:

- ADA Transition Plan, including concept drawings and cost estimates for up to five (5) prioritized ADA projects over the next 10 years

Task 6 — Financial Sustainability Assessment

Timeline: Months 8–12

This task is central to the County's strategic goals and future of the parks system. Recommendations must be grounded in financial realism and structured to support near-term action. Hood River County Parks goal is to be revenue neutral or revenue generating.

Tasks:

1. Assess current revenue sources, campground fees, host structures, staffing, and cost recovery levels
2. Evaluate and recommend operational improvements including online reservation systems, premium site offerings, coordination with other agencies, special use permits, public-private partnerships, and other revenue generating opportunities
3. Identify funding streams the County can access to support project implementation and long-term maintenance opportunities

Deliverables:

- Financial Sustainability Report detailing current revenues, recommended fee structures and reservation systems, grant and partnership opportunities, and a 10-year financial forecast with projected revenues under recommended revenue streams

Task 7 — Draft Comprehensive County Parks Master Plan

Timeline: Months 12–15

Tasks:

1. Combine all research, analysis, public input, and recommendations into a comprehensive, adoptable Master Plan
2. Include priorities, cost estimates, funding strategies, and a 10-year Capital Improvement Roadmap
3. Distribute draft to County staff and Advisory Committee for review; incorporate all feedback into final deliverable

Draft Plan shall include:

- Executive Summary with High-Level Action Plan
- Comprehensive, adoptable Parks Master Plan document
  - Combined Recommendations and Phased Implementation Roadmap
  - ADA Transition Plan
  - Financial Sustainability plan.
- 1, 5, and 10-Year Prioritized Action Matrix
- Proposed code changes

Task 8 — Final Comprehensive County Parks Master Plan

Timeline: Months 12–15

Tasks:

1. Incorporate all feedback from the draft review into the final Parks Master Plan
2. Prepare a PowerPoint presentation of final recommendations
3. Present final recommendations to the Board of Commissioners at a regularly scheduled public work session for formal adoption

Roles and Responsibilities

Consultant

The Consultant shall:

1. Lead all technical work and project management: schedule and facilitate meetings by providing agendas and follow-up notes, track milestones, provide monthly progress updates
2. Conduct all research, analyses, and field assessments
3. Design and administer public and campground-user surveys in English and Spanish
4. Facilitate Advisory Committee and public meetings; compile notes and summarize input
5. Provide concept designs, cost estimates, and funding strategies
6. Prepare all draft and final deliverables consolidated into a usable report.

Hood River County

Hood River County shall:

1. Designate a Project Manager as the primary point of contact
2. Recruit Advisory Committee members and provide contact information to the Consultant
3. Provide existing documents, data, and relevant County codes
4. Review deliverables and provide timely written feedback
5. Facilitate connections with other jurisdictions, agencies, and property owners as needed
6. Lead the Board of Commissioners review and formal adoption process

Advisory Committee

The Advisory Committee shall:

1. Represent key stakeholders: community members, campground users, local tourism organizations, and partner agencies
2. Provide input on community engagement strategies, feasibility study priorities, and draft recommendations
3. Review and comment on the Draft Master Plan and final recommendations

Section 3 — Submittal Instructions

Solicitation Timeline

July 28, 2026	Advertisement and Release of RFP
August 10, 2026, at 3 p.m.	Deadline for Questions
August 14, 2026, by 5 p.m.	Answers to Questions issued as RFP addendum
September 4, 2026, by 5 p.m.	Deadline for Submission of Proposals
September 14-18, 2026	Potential Invitation Only Interviews
September 28-October 2, 2026	Negotiation of Contract
By October 19, 2026	Award of Contract
November 3-6, 2026	Tentative Kickoff Meeting

A. County's Project Manager

The County's Project Manager for this work will be Matt Jordan, Parks & Buildings Maintenance Supervisor.

B. 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.

C. Proposal Submittal

The proposal and all amendments must be signed and submitted no later than 5:00 p.m. local time, Friday, September 4, 2026 to the email address below.

All proposals should be single-spaced in no less than 11-point font with no less than 1" margins in an electronic format that permits faithful reproduction and printing, such as in PDF format, and submitted to the following address: matt.jordan@hoodrivercounty.gov with the subject line "26-27 RFP 001 – [FIRM NAME HERE] – Proposal". Proposals sent by mail or facsimile will not be accepted.

Proposals will be opened at the proposal submission deadline. Proposals submitted after the designated time or to the incorrect e-mail address will not be considered in the selection process. All submissions are considered public documents unless there is data or information that is confidential due to its proprietary nature. Firms must identify specifically those portions of their proposal that are confidential, if any, or that contain confidential information. Any data or information considered confidential must be clearly marked "Confidential" and provided to the extent possible in a separate file and clearly marked in the file name that the contents are confidential.

Proposals may be modified or withdrawn by writing to the same e-mail address provided as the submission addresses prior to the Proposal Due Date. After the Proposal Due Date, no modifications will be permitted. Firms may withdraw a proposal after the Proposal Due Date only upon submittal of a formal written notice to Matt Jordan, Parks & Buildings Maintenance Supervisor at matt.jordan@hoodrivercounty.gov "26-27 RFP 001 – [FIRM NAME HERE] – Withdrawal". Withdrawal of any proposal is immediately final, and the firm will be disqualified from the performance of any work related to this project.

The proposal, to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that

is submitting the proposal. Such a signature constitutes the Proposer's representation that it has read, understood and fully accepted every provision of this RFP unless an exception is described above.

D. Protests

Potential Proposers who believe that the RFP is unnecessarily restrictive or limits competition may submit a protest in writing. 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 County 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 Matt Jordan, Parks & Buildings Maintenance Supervisor, by email to matt.jordan@hoodrivercounty.gov with the subject line "26-27 RFP 001 – [FIRM NAME HERE] – 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. Any protests received after the opening date may alter the solicitation timeline.

E. Proposal Submission and Signing

All requested forms and attachments (Business Statement, Acknowledgment Addenda) must be submitted with the proposal and in the required format.

F. 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.

G. Interpretations and Clarifications

All questions regarding this RFP shall be directed to Matt Jordan, Parks & Buildings Maintenance Supervisor,matt.jordan@hoodrivercounty.gov with the subject line "26-27 RFP 001 – [FIRM NAME HERE] – Questions".

The deadline for questions is August 10, 2026 at 3 p.m. Answers to questions will be issued as an RFP addendum no later than August 14, 2026 at 5 p.m.

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 matt.jordan@hoodrivercounty.gov with the subject line "25-26 RFP 001 – [FIRM NAME HERE] – Registration".

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

Addenda issued must be acknowledged by the recipient by submitting the filled out "Acknowledgment of Addenda" as a part of the proposal. Information provided in the RFP and associated Addenda will be binding upon the County.

H. 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.

I. 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.

J. 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 5 below.

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

L. Public Record
All proposal material submitted by the Proposer shall become the property of the County and is public record unless otherwise specified. A proposal 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 4 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. All proposals should be single-spaced in no less than 11-point font with no less than 1" margins in an electronic format that permits faithful reproduction and printing, such as in PDF format, and submitted to the following email address: matt.jordan@hoodrivercounty.gov with the Subject Line: "26-27 RFP 001 – [FIRM NAME HERE] – Proposal".

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 at 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. Project Understanding and Approach
Proposers should detail their understanding of the County's needs and their approach to ensure successful completion of the project and why they feel the approach will provide the best outcome for the County. At a minimum, the project approach should include a general schedule of meetings, milestones, and deliverables and who from the proposed project team will address each step. The County encourages proposers to include details on their firm's project management experience from a prime consultant's perspective. Proposers should also detail how their firm will address quality control throughout the project.

F. Completed Project Descriptions

Provide at least three (3) project descriptions for comparable projects completed by the Proposer within the last five (5) years. For each of the three (3) projects, provide:

a. A concise description of the project in 500 words or less and a link to the published report
b. List members of the proposed project team that contributed to the completed project
c. Include at least one reference contact for each project with current contact information.

The County reserves the right to contact the reference and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.

G. Project Budget

Proposers should include a detailed breakdown of the rates, hours, and total cost of the proposed project.

H. Firm and Project Team Qualifications

The Firm and Project Team Qualifications should include:

1. Background of the firm. This should include a brief history of the firm and the types of services the firm is qualified to perform.
2. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects. Proposers must identify the anticipated members of their firm assigned to meet the work scope and timelines.
3. Proposers should identify individuals and subcontractors who will provide the services, experience, individual qualifications, and roles throughout the project.
4. Pertinent resumes of assigned personnel should be included. Proposers are encouraged to provide detail of the firm's and team members' experience with managing infrastructure financing models and projects.
5. Firms should also provide details on their firm's or any project team member's previous experience with the County.
6. Provide references for projects similar to the work described in this RFP that the firm has performed in the past 10 years.

Hood River County reserves the right to approve final project team members.

I. Additional Services

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

J. Completion of Attached Forms

Please complete the following:

Appendix A: Business Statement
Appendix B: Acknowledgement of each addendum number (if any)
Appendix C: Professional Services Contract

The Proposer is responsible for knowing and understanding the terms and conditions included in or applicable to this RFP. By signing and submitting a Proposal, Proposer acknowledges acceptance of and agrees to be bound by the terms and conditions of the contract, as shown in Appendix C, attached hereto and incorporated herein by reference.

Section 5 Proposal Evaluation and Contract Award Procedures

A. Scoring Process

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

Evaluation Criteria	Weight
Proposal submitted on time and complete	Pass/Fail
Understanding of the Scope of Work and general approach to the project	30 pts
Experience with projects of similar complexity and function	25 pts
Cost competitiveness	15 pts
Qualifications of the Proposer's staff assigned to the project	15 pts
Unique or special capability	15 pts
Total	**100 pts**

.

The County reserves the right to invite top Proposers to interview with the selection team. This will provide an opportunity to clarify or elaborate on the proposal. The Point of Contact will schedule the time and location and notify the selected firms if interviews will be conducted.

B. Inquiries of References

The County reserves the right to contact 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

After determining the final point totals, 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 take the following actions:

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

F. Opening of Proposals

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 contract has been awarded.

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 (Appendix C)

Authorized Signature: _____ Print Name: _____

Appendix B: Acknowledgement of addenda (if any)

Project Title: Hood River County Organizational Assessment and Fiscal Sustainability Analysis

Close: September 4, 2026 5 p.m. PST

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

1. _____ 2. _____

3. _____ 4. _____

_____
Date

_____
Signature of Respondent

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, Contract 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	**For County**
[Contractor's Name] [Attn:] [Street] [County, State Zip]	Hood River County Attn: County Administrator 601 State Street Hood River, OR 97031 With copy to: Davies Myers Sandri, 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 Hood River 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 Hood River 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, Contactor 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.

Addendum 1: Questions and Answers

Q1: Is there a stated budget for this project?

This project is funded in part through Oregon Parks and Recreation Department's County Opportunity Grant Program. The County anticipates a not-to-exceed amount of approximately $167,500 for the consultant services described in the RFP, inclusive of all fees and reimbursable expenses. Proposers should submit a detailed cost proposal that can be completed within this amount. Cost competitiveness is 15% of the proposal evaluation criteria.

Q2: What base information is available to do the Inventory, Feasibility, ADA transition, and Concept Designs?

Available base information includes the Multi-jurisdictional Parks Master Plan and the Hood River County Organizational and Fiscal Sustainability Assessment. The County website also provides publicly available information regarding county parks, campground facilities, park rules, site locations, and campground operations. Additional information regarding available GIS mapping, utility records, previous site studies, ADA documentation, or as-built plans will be confirmed during project initiation.

Q3: Should the consultant team include topographic survey for the sites noted in the RFP?

If topographic surveys can be accommodated within the project budget and would improve the concepts, consultants may include them in their proposed approach; however, survey-based or construction-ready designs are not required.

Q4: Would MEP (Mechanical, Electrical, and Plumbing) be required to assist with infrastructure costing at a concept level?

Any MEP involvement would be expected at a conceptual planning level rather than detailed design.

Q5: Is it the expectation that advisory committee meetings are in person?

The County is flexible regarding meeting format. Advisory Committee meetings may be conducted either in person or virtually, depending on project needs, participant availability, and consultant recommendations. The County's primary objective is to ensure meaningful participation by Advisory Committee members and stakeholders throughout the planning process. Consultants may propose a combination of in-person and virtual meetings as part of their Community and Public Engagement Plan.

Q6: For the on-site survey in Task 2, is this a survey that you would like the consultant team to conduct, or are there staff resources for field survey work? Given that the survey will be in two languages, should there also be Spanish-speaking field staff?

The intent is to collect feedback specifically from campground users, separate from the general public survey. The County does not require intercept-style or in-person administration. It should not require additional staff. Consultants may propose the most cost-effective methodology, including QR-code distribution, online surveys, paper surveys, or other approaches. The consultant is responsible for survey design, implementation, data collection, and analysis as well as making the survey available in English and Spanish. County staff may assist with promotion and visitor awareness.

Q7: For the facility inventory, what level of detail is expected? Structural reviews? Specialized environmental reviews?

The County expects the facility inventory and evaluation to be completed at a planning level of detail sufficient to support future decision-making, capital improvement planning, ADA prioritization, and future funding opportunities. Detailed structural engineering assessments, geotechnical investigations, or specialized environmental reviews are not anticipated as part of this scope.

Q8: Has the county identified underserved properties? Is the consultant responsible for analyzing underserved areas in the county, including conducting site visits?

The County has identified some potential underserved properties, which will be discussed with the selected consultant during project initiation. The consultant should develop an appropriate methodology for identifying and evaluating candidate sites, including any site visits deemed necessary to support the feasibility analysis and recommendations. The goal is to provide the County with a well-supported assessment of potential future campground needs and opportunities.

Q9: Please elaborate on the expectations for this task "prepare development strategies and cost estimates for trading or acquiring land"

The County expects a planning-level evaluation of potential land acquisition or exchange strategies for up to three future campground developments. This should include possible acquisition approaches, order-of-magnitude land and development costs, potential partnerships or funding sources, and key implementation considerations. Formal appraisals, property negotiations, and real estate transactions are not expected as part of this scope.

Q10: Is the ADA self-evaluation and field data collection and recommendation framework required for 3 project, 5 projects, or all the county-owned sites listed in Task 3?

The ADA self-evaluation, field data collection, and recommendation framework should include all County-owned sites listed in Task 3, except Kingsley, which is addressed through separate planning efforts and is excluded from this assessment. Concept designs and cost estimates should then be prepared for the prioritized ADA projects identified through the evaluation process.

Q11: What level of detail is expected for concept designs? Are surveys of sites available or should consultants expect to prepare diagrams as overlays on aerial photos?

Concept designs should be prepared at a planning level of detail sufficient to evaluate feasibility, develop preliminary cost estimates, support future decision-making, and pursue potential funding opportunities. Consultants should anticipate using available site information, GIS data, aerial imagery, and field observations to prepare conceptual diagrams. If topographic surveys can be accommodated within the project budget and would improve the concepts, consultants may include them in their proposed approach; however, survey-based or construction-ready designs are not required.

Q12: The RFP lays out a 15 month timeline. Is there flexibility from the County to shorten or extend the timeline?

The project schedule is limited by the grant completion deadline of June 30, 2028. Shorter timelines are welcome, but the consultant must complete all required work and final deliverables by the specified grant deadline.