

W. G. A.

AGENDA COVER MEMORANDUM

**Agenda Date:** January 14, 2004  
**To :** Board of County Commissioners  
**Department :** Management Services  
**Presented by:** David Suchart, Management Services Director  
**SUBJECT:** IN THE MATTER OF AWARD OF RFP LCP2003-09 FOR  
FOOD SERVICES AGREEMENT & LICENSE

**1. PROPOSED MOTION:**

**MOVE TO ACCEPT A PROPOSAL FOR RFP LCP 2003-09 FOR FOOD SERVICES AGREEMENT AND LICENSE FOR LANE COUNTY COURTHOUSE/PUBLIC SERVICES BUILDING FROM CAFÉ TODAY, LLC.**

**2. ISSUE PROBLEM:**

The current contract with Café Today, LLC, for food and vending services in the Lane County Courthouse/Public Service Building expired on November 30, 2003.

**3. DISCUSSION:**

**3.1 Background**

The County has a cafeteria which serves the Public Services Building and the Courthouse. The County has traditionally licensed a vendor to operate that facility.

In accordance with ORS 346.530 "Notice to Commission for the Blind," a notice was sent to notify the Commission for the Blind that the food and vending services were due for re-licensing. Solicitations for all similar public operations are subject to review in the event the Commission wishes to negotiate a contract for the location. The Commission responded in a letter dated November 7, 2003, indicating their interest in providing vending services only. In my response to that letter I informed the Commission for the Blind, and the parties who had expressed interest in providing the food and vending services, that the County was removing the vending services from LCP 2003-09, and will prepare a separate RFP for vending services at a later date.

The Request for Proposals for food and vending services and license was prepared and advertised in the Register Guard, The Daily Journal of Commerce,

**IN THE MATTER OF AWARD OF LCP 2003-09  
FOR FOOD SERVICES AGREEMENT AND LICENSE**

and The Skanner on October 22, 2003. In response to the Request for Proposals, one (1) proposal was received.

### 3.2 Analysis

The only change to occur between our recently expired contract with Café Today Two, LLC and the contact currently under consideration, is the commission paid to the County based on the gross monthly receipts of the food services. Café Today, LLC has proposed the following commission schedule:

MONTHLY GROSS SALES			% COMMISSION
0	to	10,000	2%
10,001	to	15,000	2%
15,001	to	20,000	2%
20,001	to	25,000	2%
25,001	to	30,000	2%
30,001	and	OVER	6%

Based on historic gross receipts, it is anticipated that that this contract will yield \$435 to \$735 per month to the General Fund.

### 3.3 Alternatives/Options

Alternative #1 - Award the contract and license to Café Today, LLC

Alternative #2 - Not award the license and close the cafeteria. This is not recommended.

### 3.4 Recommendation

It is recommended that award of Request for Proposals 2003-09 for Food Services be made to Café Today, LLC; a food services agreement and license be signed by the vendor; and that the County Administrator be authorized to execute the document.

## 4. **IMPLEMENTATION/FOLLOW-UP:**

Following approval of the award, an agreement and license will be signed by the vendor and delivered to the County Administrator for execution.

## 5. **ATTACHMENTS**

Board Order  
Proposed Contract

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

IN THE MATTER OF AWARD OF  
RFP LCP 2003-09 FOR FOOD  
SERVICES AGREEMENT &  
LICENSE

WHEREAS, at the duly authorized time and place on November 19, 2003, David Suchart, Management Services Director, under authority of Lane Manual Chapter 21, opened the proposal received on the following:

**LCP 2003-09 FOOD SERVICE AGREEMENT AND LICENSE**

**ORDERED** that the responsive proposer, Café Today, LLC be awarded a contract; that a food services agreement and license in accordance with RFP specifications; and that the County Administrator be authorized to sign the document.

DATED this \_\_\_\_\_ day of 2004.

\_\_\_\_\_  
Chair, Board of Lane County Commissioners

APPROVED AS TO FORM  
Date 1/4/04 Lane County  
[Signature]  
OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AWARD OF LCP 2003-09  
FOR FOOD SERVICES AGREEMENT AND LICENSE

**LANE COUNTY  
FOOD SERVICES AGREEMENT AND LICENSE**

In consideration of the covenants set forth below, CAFÉ TODAY, LLC, hereinafter referred to as CONTRACTOR, and LANE COUNTY, a political subdivision of the State of Oregon, acting through its Board of County Commissioners, hereinafter referred to as COUNTY, mutually contract as follows:

CONTRACTOR agrees and covenants with COUNTY that the CONTRACTOR will comply with the option proposed and awarded as per specifications, of the proposal and LCP 2003-09 Food and Vending Request for Proposal, attached hereto and incorporated herein in, at the commission rates as stated in the proposal, and in accordance with the attached specifications for food services with the exception that the food vending services will be handled under a separate Request for Proposal at a later date.

1. This contract is subject to applicable public contract provisions of the Oregon Revised Statutes, ORS 279, applicable Lane Manual Chapter 21.130 provisions and all of the attached proposal documents, provisions and specifications. Together with this contract, they shall constitute the contract documents.
2. The CONTRACTOR agrees to pay COUNTY a commission of the food gross receipts for the license to provide food services in the Public Service Building. This commission is to be a percentage of the gross receipts as stated on the commission schedule and incorporated as part of this agreement. All commissions are to be paid monthly within 15 days of the close of each month's receipts.
  - 2.1 All food receipts are subject to the right of COUNTY to inspect or audit the books associated with the County facility.
3. Contract Term. THREE YEARS FROM DATE OF EXECUTION with the option to renew in three-year increments agreed to by both parties.
4. Performance Requirements
  - 4.1 Survey: CONTRACTOR shall prepare and analyze two (2) surveys for distribution to users including staff working in the Public Service Building, Courthouse, State Court Offices, Eugene City Hall, Centennial Bank (downtown branch), for the purpose of improving food services which would result in greater use of the cafeteria by building staff. Such surveys shall be ready for distribution by the First of December, 2004 and the First of December 2005. COUNTY shall be responsible for distribution and collection of the surveys. CONTRACTOR shall deliver a draft of the survey to COUNTY for review and approval not less than thirty (30) days prior to scheduled distribution date. Upon completion of the survey's analysis, representatives of CONTRACTOR and COUNTY shall meet to discuss the

findings and implementation of changes to food services to effect the survey's results.

- 4.2 Marketing campaign: CONTRACTOR shall undertake not less than two (2) marketing campaigns targeting buildings surrounding the Public Service Building in an effort to attract users and employees of those buildings to patronize the Public Service Building cafeteria. Such campaigns shall be constructed with the ability to identify its effectiveness for each surrounding building targeted. Such marketing campaigns shall commence not later than July 1, 2004 and July 1, 20025 CONTRACTOR shall submit to COUNTY for review and approval its plans for said campaigns not less than thirty (30) days prior to their implementation.
- 4.3 COUNTY may elect to meet with CONTRACTOR quarterly to evaluate the progress and performance of the CONTRACTOR with respect to the operation of the food services and will set forth, in writing, the concerns which the COUNTY may have with respect to such operations. If reasonable changes are indicated, CONTRACTOR agrees to cooperate with the COUNTY to work out a reasonable and accepted method of effecting any such changes prior to the following quarterly meeting.
5. CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against COUNTY in connection with this contract and agrees to assume responsibility for, and defend, indemnify and hold COUNTY harmless against any such lien or claim.
6. Cancellation Clause: Either party may terminate the agreement without cause upon ninety (90) days written notice to the other party. If the COUNTY terminates, CONTRACTOR will be required to vacate any area assigned upon written notice by the Director of Management Services or his/her authorized representative within thirty (30) days of the termination date.
7. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.
  - 7.1 CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

- 7.2 The CONTRACTOR, its subcontractors, if any, and any employees working under this contract are subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers. The CONTRACTOR is also an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 676) and is solely liable for any Workers' Compensation coverage under this contract.
- 7.3 The CONTRACTOR agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the CONTRACTOR'S performance of or failure to perform this contract.
- 7.4 CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverages Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Purchasing, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.
- 7.5 CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Management, 125 E. 8th Ave., Eugene, Oregon 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before termination of this license or vacation of the premises by CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.
- 7.6 Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

8. Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 270.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws, and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
9. CONTRACTOR shall have all licenses and permits necessary to perform the contract.
10. If this payment is to be charged against federal funds, CONTRACTOR certifies that s/he is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service provided.
11. Contract Modification: The COUNTY may make any changes in site hours, days of operation, or the location of operation it deems appropriate, however, such modifications and changes will not result in any change in the amount of commission payments due to the COUNTY. CONTRACTOR will be notified in writing of any changes and will have thirty (30) days from the date of notification before said changes go into effect. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.
12. Possession of Property: All food service areas are to remain in the possession and control of the COUNTY.
13. Assignment: The CONTRACTOR shall not assign the agreement or any interest of the agreement without the prior written consent of the COUNTY.
14. Independent Contractors: The agreement is to be between two independent contractors and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture or association. It is further agreed CONTRACTOR is not currently employed by COUNTY and will not be under direct control of COUNTY.
15. OTHER GENERAL CONTRACT REQUIREMENTS
  - A. Responsibility of COUNTY: The following equipment and services shall be furnished by COUNTY.
    - \* Equipment: The equipment described in Attachment III shall be furnished by COUNTY and incorporated as part of this agreement.

- \* Replacement: If any of the equipment listed on Attachment III fail or become unusable, the County will determine if the equipment is to be replaced or not.
  - \* Utilities and Maintenance: All utilities necessary to provide food service shall be provided by COUNTY at no cost to the selected CONTRACTOR. COUNTY shall be responsible for building maintenance other than normal housekeeping and sanitation requirements. Any damage resulting from misuse by CONTRACTOR personnel will be the responsibility of CONTRACTOR.
- B. Responsibility of CONTRACTOR: The following equipment, materials and services shall be furnished by CONTRACTOR.
- \* Equipment: Preventive maintenance, repair and replacement of parts involving equipment furnished by COUNTY.
  - \* Food Stuffs: All food, related supplies and equipment other than that provided by the COUNTY necessary in the food service operation shall be responsibility of CONTRACTOR.
  - \* Food Service Personnel: The CONTRACTOR shall be responsible for selection, training and supervision of all food service personnel necessary to provide the food service. All payroll-related costs, including Worker's Compensation insurance, sick leave and vacation pay, shall be the sole responsibility of CONTRACTOR.
  - \* Pest Control and Normal Housekeeping: Housekeeping, sanitation, pest control, equipment and care, required in order to provide normal day-to-day food service, will be the responsibility of the CONTRACTOR. CONTRACTOR shall be expected to maintain a safe, sanitary operation.
16. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.



17. The failure of Lane County to enforce any provision of this agreement shall not constitute a waiver by Lane County of that or any other provision.

IN WITNESS WHEREOF, the parties have executed this contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

LANE COUNTY, OREGON

CAFÉ TODAY LLC  
Company Name (Print or Type Name)

By: \_\_\_\_\_  
COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

**APPROVED AS TO FORM**

\_\_\_\_\_  
Address

Date \_\_\_\_\_ Lane County

\_\_\_\_\_

\_\_\_\_\_  
Office of Legal Counsel

\_\_\_\_\_  
Social Security or Business I.D. No.

Date: \_\_\_\_\_

## **LANE MANUAL 21.130 STANDARD CONTRACT PROVISIONS (Rev 01/01/99)**

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) If contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) For all public contracts, with certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

- (a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and
- (c) All work performed on the days specified in ORS 279.334.

For personal/professional service contracts as defined in ORS 279.051, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279.316 and ORS 279.334, including contracts for public improvements involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279.348 to 279.365.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

(10) Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279.318 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279.328. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279.330.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

- (a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
- (b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 to 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Standard Specifications for Highway Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<u>X</u> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort
<u>X</u> Products/Completed Operations	Claims Act (ORS 30.370),
<u>X</u> Contractual Liability	present limits \$500,000
<u>X</u> Broad Form Property Damage	per occurrence
<u>X</u> Owners' & Contractors' Protective	<input type="checkbox"/> Other

*FORM* All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

*LIMITS*

- X \$1 million per occurrence
- Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence  Other

**PROFESSIONAL LIABILITY** insurance with limits not less than \$\_\_\_\_\_.

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for the performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

*EMPLOYER'S LIABILITY*  Limits of \$500,000.

**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$\_\_\_\_\_.

**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$\_\_\_\_\_ per employee.

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4569**