



**INVITATION TO BID
FOR
CONSTRUCTION SERVICES**

Deschutes County Recovery Center (Telecare) HVAC Replacement

***20370 Poe Sholes Drive
Bend, OR 97701***

Deschutes County
Bend, Oregon



Issued:

July 24, 2024

Bid Due Date:

August 29, 2024, 2:00 p.m. PST

Invitation to Bid

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**SECTION 1
GENERAL INFORMATION**

1.1 INTRODUCTION

Deschutes County will receive bids for construction services for the removal, disposal, and installation of HVAC equipment at the Deschutes County Recovery Center located at 20370 Poe Sholes Dr, Bend, OR.

1.2 SCHEDULE OF EVENTS

The County anticipates the following schedule for the project:

July 24 – 31, 2024	Invitation to Bid
August 01, 2024	Mandatory Pre-bid Walkthrough @ 10:00 AM <ul style="list-style-type: none">• Meet at the main entrance of the Deschutes County Recovery Center building, located at 20370 Poe Sholes Dr., Bend, OR 97701• Attendance is limited to one person per company
August 08, 2024	Questions/Requests for Clarification due by 2:00 PM
August 14, 2024	Addendum Issued

Invitation to Bid
Deschutes County Recovery HVAC Replacement

August 29, 2024

Bid Due Date: 2:00 PM

Bids will be publicly opened immediately after closing.

NOTE: All questions must be made in writing via email to Brent Harding, Facilities Department Project Coordinator at brent.harding@deschutescounty.gov by 2:00 PM (PST), August 08, 2024.

1.3 BID DELIVERY

Bids may be hand-delivered or mailed with the following label or subject heading:
"Invitation to Bid – Recovery HVAC Replacement" to the following address:

Mailing Address:

Deschutes County Facilities
Attn: Brent Harding
P.O. Box 6005
Bend, OR 97708-6005

Physical Address:

Deschutes County Facilities
Attn: Brent Harding
14 NW Kearney Avenue
Bend, OR 97703

Bids must be received by the Deschutes County Facilities Department no later than:

August 29, 2024 at 2:00 p.m. (PST)

The official bid clock is located in the office of the Deschutes County Facilities Building reception. Bids received after the deadline will not be considered. Facsimile and electronic format bids will not be accepted. Bids will be opened and publicly read aloud immediately after closing at the same location.

Bids shall be made on the forms furnished, incorporating all contract documents, including all addenda and the Bid Bond or Cashier's Check for the minimum amount of 10 percent of the Bid Price. The envelope shall be clearly marked "**CONSTRUCTION BID FOR RECOVERY HVAC REPLACEMENT**" and shall contain the name and address of the bidder.

Subcontractor Disclosure shall be submitted no later than 4 p.m. on the same date in a separate envelope and shall be clearly marked, "**SUBCONTRACTOR DISCLOSURE FOR RECOVERY HVAC.**"

Bidders are required to disclose information regarding certain first-tier subcontracts (ORS 279C.370). Specifically, when the contract amount of a first-tier subcontract furnishing labor or labor and materials would be greater than or equal to: (1) 5% of the project bid, but at least \$15,000; or (2) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract either in its bids submission, or within two hours after bid closing: the subcontractor's name, the category of work that the subcontractor would be performing; and the dollar value of the subcontract.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (OAR 137-049-0360).

End of Section 1

SECTION 2 AUTHORITY, REQUIREMENTS, SCHEDULE, AND SCOPE OF WORK

2.1 AUTHORITY AND METHOD

Deschutes County is issuing this invitation to bid in accordance with DCC 2.37 and pursuant to ORS 279C and applicable provisions of OAR.

Deschutes County may reject any bid not in compliance with all prescribed bid procedures and requirements and may reject for good cause or no cause any or all bids upon a finding of Deschutes County it is in the public interest to do so.

2.2 PROJECT REQUIREMENTS, INFORMATION AND BIDDING

Requirements:

- **Background checks:** This is a County facility and Deschutes County Sheriff's Office criminal history checks are required for all contractor employees working on the site. Criminal history checks are provided free of charge and must be completed prior to starting work. Instructions and waiver form are included as an attachment for your reference.
- **Project communication:** Except for very general and basic information, contractors are NOT to communicate with building occupants regarding the construction project. All communication must go through Brent Harding or designated Facilities Department staff.
- **Questions:** All questions must be submitted in writing via email to brent.harding@deschutescounty.gov by the date and time listed in Section 1.2 Schedule of Events. If necessary, an addendum will be issued prior to the bid due date.
- **Mandatory pre-bid site visit:** It is mandatory for all bidders to attend the pre-bid site meeting on the date and time listed in Section 1.2 Schedule of Events.
- **Subsequent site visits:** All site visits must be scheduled through Brent Harding. Contractors MUST be accompanied by a Deschutes County staff member to visit the site.
- **BOLI prevailing wage:** This is a BOLI prevailing wage project. July 5, 2024 wage rates and amendments apply. The attached BOLI requirement letter must be signed and returned with the contractor bid.

- **Bonds and Insurance:**

Required:

Public Works Bond

Not required:

Builders Risk Insurance, provided by County

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GL Insurance
Bid Bond or Cashier's Check for 10% of bid price
Performance and Payment Bond

2.3 SCHEDULE

The contractor shall be prepared to commence work within four (4) weeks of an executed contract. Work is anticipated to be completed by December 1, 2024.

2.4 SCOPE OF WORK:

In accordance with Demolition, Mechanical, Electric and Plumbing drawings as generally summarized below:

- All mechanical, electrical, controls wiring and plumbing and associated permitting to be provided by contractor.
- Perform as much electrical work before removal of existing system to minimize downtime.
- Remove all associated equipment, controls, branch boxes and refrigerant piping.
- Remove and dispose of decommissioned ducting. No abandon in place.
- Modify and/or install new ducting to tie in a new split system air handlers and heat pumps (Preference: Bubble Wrap Insulation).
- All air handlers to have 2" Merv 11 filters installed per drawing.
- Remove existing Daikin multi-zone VRF system from the facility.
- Provide concrete housekeeping pad for new equipment.
- Install new heat pump units on 12" snow legs.
- Install new condensing units.
- New refrigeration lines to be hard drawn copper, ran in a professional manner.
- Install drain pans under air handlers located in attic space.
- Contractor responsible for any mobile heating/cooling systems to maintain adequate temperature in the building during construction (68°-72°).
- Completely clean any ducts being reused.
- All controls wiring will be in conduit.
- Label all pieces of equipment matching the schedule.
- Include Distech BACnet/IP controllers.
- Contractor will balance the system per design CFM requirements (+/- 10%)
- Other work as detailed in Engineered drawings.

The facility is a secure residential care facility that will remain in operation through the duration of the project. Construction noise that will be disruptive to the residents will not begin until after 9:00 AM.

End of Section 2

SECTION 3

AWARD and CONTRACT REQUIREMENTS

3.1 AWARD NOTIFICATION PROCESS

The bids will require approximately (3) calendar days for evaluation. The apparent lowest, responsive bidder will be notified as well as bidder results provided to all bidders within 5 days after the evaluation is complete.

3.2 CONTRACT REQUIREMENTS

The successful bidder will be required to enter into a County Services Contract and referenced General Conditions of a Contract with Deschutes County.

If the County and the lowest responsive bidder are not able to agree to contract terms, the County may elect to initiate negotiation with the second-place bidder, and so on.

End of Section 3

SECTION 4

ADDITIONAL INFORMATION

4.1 ASSIGNMENT

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, sublet, contracted, or transferred by the Contractor without the express written consent of Deschutes County. The granting or withholding of such consent shall be at the County's sole discretion.

4.2 CANCELLATION

Deschutes County reserves the sole and unconditional right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed by Deschutes County to be in Deschutes County's best interest. In no event shall Deschutes County have any liability for the cancellation of the award or proposed contract. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

4.3 CLARIFICATION OF RESPONSES

Deschutes County or its agent reserves the right to obtain clarification of any point in a firm's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that firm's response or responses.

4.4 COLLUSION

A bidder submitting a Bid hereby certifies that no officer, agent, or employee of Deschutes County has a pecuniary interest in the submitted Bid; that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

4.5 COST OF PREPARATION OF RESPONSE

Costs incurred by any bidder in the preparation of their response to this Invitation to Bid is the responsibility of the bidder and will not be reimbursed by the County.

4.6 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the Invitation to Bid, the decision of Deschutes County shall be final and binding upon all parties.

4.7 LOBBYING

Commencing with the issuance of this Invitation to Bid, Contractors or others acting on their behalf are cautioned not to undertake any activities or actions to promote their bids. Bidders or others acting on their behalf shall not make direct or indirect (through others) contact with members of the Deschutes County Board of Commissioners, County staff, or others to promote their bids. Violation of this requirement may, in County's sole discretion, be grounds for disqualifying the bidder from further (and subsequent) consideration.

4.8 NON-APPROPRIATION

Notwithstanding any provision of this Invitation to Bid or resultant contract to the contrary, in the event insufficient funds are appropriated for the project or County has no other lawfully available

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Deschutes County Recovery HVAC Replacement

funds, then the County may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. The County shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by the County of the event of non-appropriation.

4.9 NON-DISCRIMINATION IN EMPLOYMENT

The successful bidder's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment.

4.10 BIDS ARE PUBLIC RECORDS

All bids submitted in response to this Invitation to Bid shall become the property of Deschutes County and may be utilized in any manner and for any lawful purpose by Deschutes County.

Be advised that bids and all documents submitted in response to this Invitation to Bid are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your bid which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure". Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the bids.

4.11 BID NOT A CONTRACT

Neither this Invitation to Bid nor responses to it constitute a contract between the County and the bidder. County reserves the right to negotiate specific contract terms with the selected contractor.

4.12 VERBAL STATEMENTS NOT BINDING

Statements made by Deschutes County representatives concerning this bid are not binding upon the County unless confirmed in writing by a duly authorized employee/official.

4.13 REJECTION OF BIDS

Deschutes County reserves the right to reject any or all responses to this Invitation to Bid for any lawful reason or for no reason. No bids will be considered that fail to contain the required information. There will be no changes to the content of this request for bids except by written notification to the bidders who respond in accordance with the criteria herein. County may reject any bid not in compliance with all prescribed Public Contracting procedures and requirements, including the requirement to demonstrate the Bidder's responsibility under ORS 279C.375(3)(b).

4.14 STATE AND FEDERAL LAW COMPLIANCE

Bidder must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes. The successful bidder agrees to comply with all applicable provisions of Oregon public contracting law (Oregon Revised Statutes, Chapter 279, 279A, 279B, and 279C).

End of section 4

Attachment - Instructions to Bidders

PROPOSAL FOR LUMP SUM BID

Project: Deschutes County Recovery HVAC Replacement

Date: _____

Bid of _____, a Corporation
organized and existing under the laws of the State of Oregon or a Partnership
existing under the laws of the State of Oregon, or an Individual doing business as
_____, hereinafter called the Bidder.

To: Brent Harding, Project Coordinator
Deschutes County (hereinafter called "OWNER")
PO Box 6005 (physical site address is 14 NW Kearney)
Bend, OR 97708

1. The undersigned acknowledges having visited the site and familiarized himself/herself with the local conditions affecting the cost of the work. The undersigned further acknowledges that he/she has received and has familiarized himself/herself with the following:

Bidding and Contract Documents:

Bidder Initials and Date:

_____ through _____
Addenda(s) _____

Attachments to Request for Proposals
Deschutes County Contract
Deschutes County's General Conditions of the Contract for Construction

2. In submitting this bid, the undersigned agrees:
- A. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required for the above-described project in accordance with the contract documents for the consideration hereinafter set forth.
 - B. To hold this bid open for Sixty (60) calendar days after the receipt of bids and to accept the provisions of the Instructions to Bidders and Special Instructions to Bidders regarding disposition of bid security.
 - C. To execute and deliver a contract in the prescribed form if awarded on the basis of this bid, and to furnish a performance and payment security acceptable to the OWNER in accordance with the General Conditions, Instructions to Bidders, and Special Instructions to Bidders within ten (10) days after the contract is presented to owner for signature.
 - D. To commence work at the time stipulated in a notice to proceed and to complete the work within 25 calendar days after the receipt of the notice to proceed.
3. **BASE BID:** The undersigned hereby proposes and agrees to perform the foregoing and to complete the work required for constructing the above-described project:

**Deschutes County Recovery HVAC Replacement
Project Base Bid:**

Dollars (\$_____).

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

4. ALTERNATES:

Alternate A:

5. The undersigned **is** or **is not** a resident bidder (circle one). State of Residency_____.
6. If meeting minimum contract amount requirements, the undersigned agrees to be bound by BOLI wage requirements and ORS 279C.840 and ORS 279C.836.
7. The undersigned certifies that Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in the bidding has been reserved by Deschutes County.

Dated this_____ day of_____, 20_____.

Name of Bidder

Address of Bidder

Authorized Officer Signature

Title & Contractors License number

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: _____

BID#: _____

BID CLOSING: DATE: _____ **TIME:** _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below: the name of each subcontractor that will be furnishing labor or labor and materials and is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ **Phone #:** _____

Form Received in the County's Facilities Director's Office:

Time: _____ **Date:** _____ **By:** _____

STANDARD BID BOND

We, _____, "as Principal,"
(Name of Principal)
and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Deschutes County ("Obligee") the sum of (\$_____) dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. _____) for the project identified as: _____ which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document and ORS 279C.365(5) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance bond, payment bond and public works bond as required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 2024.

PRINCIPAL: _____ SURETY: _____

By _____ Signature
BY ATTORNEY-IN-FACT:

Official Capacity Name

Attest: _____
Corporation Secretary Signature

Address

City State Zip

Phone Email



Please submit this page with proposal.

Deschutes County
Facilities Department
Lee W. Randall, Director

REQUEST FOR PROPOSAL REQUIREMENTS
Project: Deschutes County Recovery HVAC Replacement

This is a Bureau of Oregon Labor and Industries (BOLI) prevailing wage project, using July 5, 2024 Prevailing Wage Rates and amendments. Workers will be paid the applicable prevailing wage rates. The following items 1-8 will apply to the accepted Contractor. (ORS 279C.830 (1) (c); OAR 839-025-0020 (3) (a).

1. Publications:
 - July 5, 2024 Prevailing Wage Rates: <http://www.oregon.gov/boli>
 - July 5, 2024 Apprentice Wage Rates: <http://www.oregon.gov/boli>
 - Amendments as applicable.
 - **BOLI Website** <http://www.oregon.gov/boli>
2. If Contractor or subcontractor fails to pay for labor or services, Deschutes County can pay and withhold these amounts from payments due the contractor (Ref. ORS 279C.515).
3. Daily, weekly, weekend and holiday overtime will be paid as required in ORS 279C.540. (Ref. ORS 279C.520).
4. Employer must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work (ref. ORS 279C.520).
5. The employer must promptly pay for any medical services they have agreed to pay (Ref. ORS 279C.530; ORS 279C.830; OAR 839-025-0020(2)).
6. Every contract awarded by Deschutes County requires the Contractor to file a public works bond with Construction Contractors Board (CCB) prior to starting work on the project, unless exempt. Contractor to require in every subcontract that the subcontractor file a public works bond with CCB prior to starting work on the project, unless exempt.
7. The Contractor and any subcontractors must submit insurance requirements as required by Deschutes County, if proposal is accepted. Contact Jeannette.Schreckenghaust@deschutes.org for specific language and special endorsement guidelines. Insurance documents to be submitted ONLY if Contractor’s proposal is accepted.
8. WH-38 BOLI certified payroll reports should be submitted by the 5th business day of the following month to Deschutes County. The reports should be numbered or a statement of no work supplied. All forms, including insurance, should be submitted electronically to Jeannette.Schreckenghaust@deschutes.org or mailed to:

Deschutes County
Facilities Department
P.O. Box 6005
Bend, Oregon 97708-6005

Questions regarding certified payroll reports or insurance submittals should be directed to:
Jeannette Schreckenghaust Jeannette.Schreckenghaust@deschutes.org (541)330-4685

Company : _____

Name: (print) _____

Signature: _____ Date _____



DESCHUTES COUNTY SHERIFF'S OFFICE PERSONAL INQUIRY WAIVER & RELEASE

Organization Employed With: _____ CCB # _____

I, _____ (hereinafter Applicant/Releasor)
(Print your name)

understand that Deschutes County Sheriff's Office will conduct an investigation that includes obtaining information regarding any criminal background. Applicant/Releasor also understands the criminal history background check may include contacting jurisdictions of prior residences for criminal records.

Applicant/Releasor understands the information contained in the criminal history background check will be available to those persons involved in approving my authorization to conduct official business at the Deschutes County Sheriff's Office.

Applicant/Releasor hereby consents to the criminal history background check as described above and authorizes Deschutes County Sheriff's Office to obtain reports concerning my background as stated above. Applicant/Releasor hereby releases the Sheriff's Office, its deputies, agents and employees from all liability related to the Sheriff's Office using my criminal background information to make decisions on approval or denial for conducting official business at the Sheriff's Office.

Signature: _____ **Date:** _____

Full Name: _____ Aliases: _____

Email address: _____ Cell#: _____

Physical Home Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ State of Birth: _____

The below information will be used in the event your fingerprints are needed as a part of this background check.

For Admin Use Only

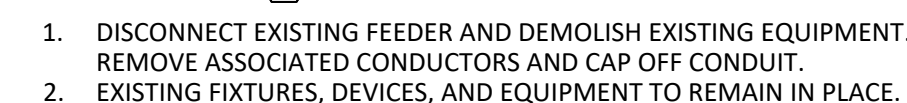
Command Approval: _____ Date: _____

LEDS check done by: _____ Date: _____

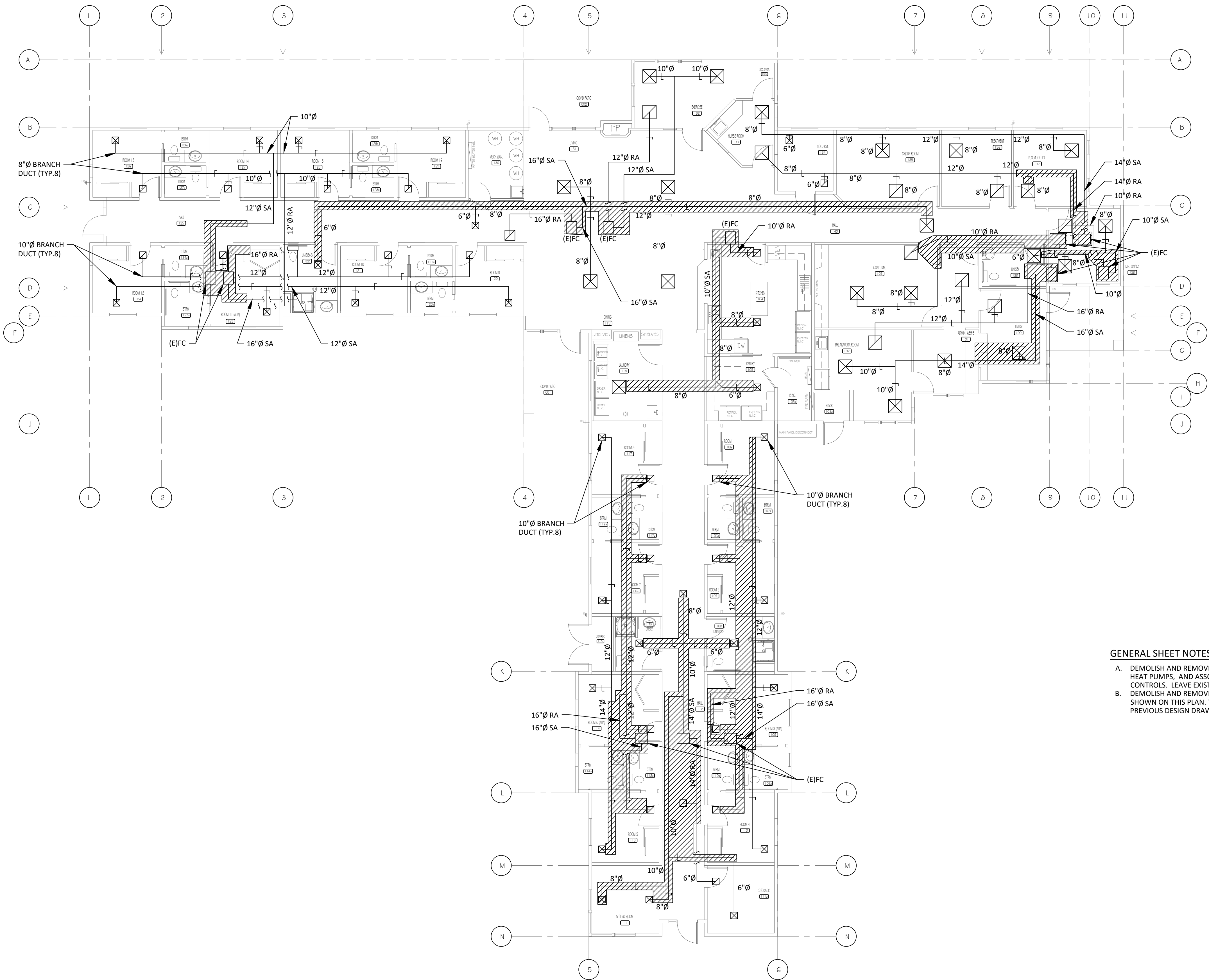
CCB# check done by: _____ Date: _____

**20370 POE SHOLES ROAD
BEND, OREGON**

E101



THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION, OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS. COLBREIT ENGINEERING, LLC

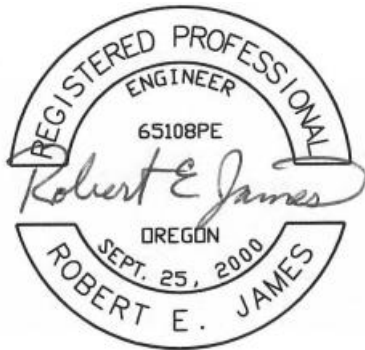
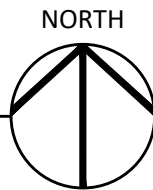


GENERAL SHEET NOTES

- A. DEMOLISH AND REMOVE ALL EXISTING FANCOIL UNITS, OUTDOOR HEAT PUMPS, AND ASSOCIATED REFRIGERANT PIPING AND CONTROLS. LEAVE EXISTING EXTERIOR LOUVERS IN PLACE.
- B. DEMOLISH AND REMOVE DUCTWORK, DIFFUSERS AND GRILLES AS SHOWN ON THIS PLAN. THIS DEMO PLAN IS DERIVED FROM PREVIOUS DESIGN DRAWINGS. FIELD VERIFICATION IS REQUIRED.

1
M101

MECHANICAL DEMOLITION PLAN - SA & RA
1/8"=1'-0"



COLEBREIT
ENGINEERING
BEND | EUGENE | MEDFORD
MONTEREY | NAPA | SANTA CRUZ

DESCHUTES RECOVERY CENTER
20370 POE SHOLES ROAD
BEND, OREGON

REVISION SCHEDULE

PERMIT SET 06/27/2024

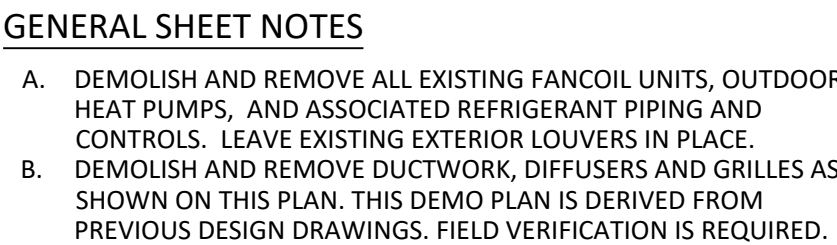
JOB NUMBER: 20240266

SHEET TITLE

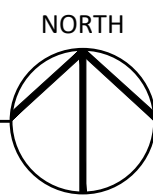
MECHANICAL
DEMOLITION
PLAN

SHEET NUMBER

M101



1 MECHANICAL DEMOLITION PLAN - OSA & EA
M102 1/8"=1'-0"



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PRINTED: JUN 27 2024 1:38pm

SYMBOL	IDENTIFICATION
	MOTOR CONNECTION
	GENERATOR CONNECTION
	FUSED DISCONNECT SWITCH XX/XX/XX = AMP SWITCH/POLES/AMP FUSE
	NON-FUSED DISCONNECT SWITCH XX/XX = AMP SWITCH/POLES
	JUNCTION BOX
	JUNCTION BOX; CEILING MOUNTED
	JUNCTION BOX; WALL MOUNTED
	JUNCTION BOX WITH WHIP-STYLE CONNECTION TO POWERED FURNITURE; POWER AND/OR DATA
	TRANSFORMER; BOTTOM OF T DESIGNATES FRONT SIDE
	PANELBOARD OR TERMINAL CABINET; SURFACE MOUNTED
	PANELBOARD OR TERMINAL CABINET; FLUSH MOUNTED
	TERMINAL CABINET OR CONTROL PANEL; FLUSH MOUNTED
	TERMINAL CABINET OR CONTROL PANEL; FLUSH MOUNTED
	GROUND BUS BAR
	TRANSFORMER
	AUTOMATIC TRANSFER SWITCH
	MANUAL TRANSFER SWITCH
	DRAWOUT CIRCUIT BREAKER; RATING AS SHOWN ON PLANS
	STATIONARY - CIRCUIT BREAKER; RATING AS SHOWN ON PLANS
	NON-FUSED DISCONNECT; RATING AS SHOWN ON PLANS
	FUSED DISCONNECT; RATING AS SHOWN ON PLANS
	INVERTER
	GROUNDING POINT
	UTILITY METER
	CUSTOMER METER

SYMBOL	IDENTIFICATION
	CONDUIT INSTALLED ABOVE FINISHED FLOOR OR GRADE
	CONDUIT INSTALLED BELOW FINISHED FLOOR OR BELOW GRADE
	INDICATES CONDUIT TURNING UP
	INDICATES CONDUIT TURNING DOWN
	CONDUIT STUBBED AND CAPPED
	CONDUIT HOMERUN; ROUTE TO PANELBOARD, CABINET, OR TERMINAL BOARD INDICATED, AND TERMINATE CONDUCTORS TO CIRCUIT OVER CURRENT PROTECTIVE DEVICE
	CONDUIT AND WIRE. HATCH LINES INDICATE QUANTITY OF UNGROUNDING #12 CONDUCTORS, OR CONDUCTOR SIZE AS NOTED ADJACENT TO HATCH LINES. GROUND CONDUCTOR TO BE PROVIDED SIZED IN ACCORDANCE WITH NEC TABLE 250-122. IF NO HATCH LINES ARE SHOWN, 2#12 & 1#12G CONDUCTORS ARE ASSUMED.

SYMBOL	IDENTIFICATION
	FEEDER DESIGNATION TAG
	SHEET KEYNOTE TAG
	MECHANICAL EQUIPMENT TAG
	CONTRACTOR EQUIPMENT TAG
	REVISION DELTA WITH REVISION NUMBER
	LETTER INDICATES FIXTURES CONTROL (WHERE SHOWN)
	NUMBER INDICATES CIRCUIT NUMBER (WHERE SHOWN)

SYMBOL	IDENTIFICATION
	20A, 125V, DUPLEX RECEPTACLE OUTLET +18" AFF TO CENTERLINE OF BOX UNLESS OTHERWISE NOTED
	20A, 125V, DOUBLE DUPLEX RECEPTACLE OUTLET +18" AFF TO CENTERLINE OF BOX UNLESS OTHERWISE NOTED
	SPECIAL PURPOSE RECEPTACLE OUTLET; NEMA CONFIGURATIONS AS SHOWN ON DRAWINGS; 18" AFF TO CENTERLINE OF BOX UNLESS OTHERWISE NOTED
	20A, 125V, SINGLE RECEPTACLE OUTLET; +18" AFF TO CENTERLINE OF BOX UNLESS OTHERWISE NOTED
	A = ABOVE COUNTER
	C = CEILING MOUNTED
	G = GFCI
	S = SWITCHED RECEPTACLE
	T = TAMPER PROOF
	U = WITH (2) USB PORTS
	W = WEATHERPROOF COVER AND GFCI
	+#" = INCHES ABOVE FINISH FLOOR TO CENTERLINE OF BOX
	20A, 125V, DUPLEX RECEPTACLE OUTLET; FLOOR RECESSED
	20A, 125V, DOUBLE DUPLEX RECEPTACLE OUTLET; FLOOR RECESSED
	2-COMPARTMENT FLOOR BOX W/ (2) GANG POWER / (2) GANG DATA; PROVIDE 1" C. FROM EACH DATA OUTLET TO ACCESSIBLE CEILING SPACE.
	COMMERCIAL CORD REEL RECEPTACLE; CEILING MOUNTED
	SINGLE POLE SWITCH
	3 = THREE WAY SWITCH
	4 = FOUR-WAY SWITCH
	D = DIMMER SWITCH
	K = KEY OPERATED SWITCH
	M = MOTOR RATED SWITCH
	S = OCCUPANCY SENSOR SWITCH
	T = INTERVAL TIMER
	V = VACANCY SENSOR SWITCH
	W = WEATHERPROOF SWITCH

ABBR.	IDENTIFICATION	ABBR.	IDENTIFICATION
A	AMPERES	LCP	LIGHTING CONTROL PANEL
AC	ALTERNATING CURRENT	LED	LIGHT EMITTING DIODE
AIC	AMPS INTERRUPTING CURRENT	LGT	LIGHTING
AFCI	ARC FAULT CIRCUIT INTERRUPTER	MCB	MAIN CIRCUIT BREAKER
AF	FRAME RATING IN AMPERES	MCC	MOTOR CONTROL CENTER
AFB	ABOVE FINISH FLOOR	MDF	MAIN DISTRIBUTION FRAME
AFG	ABOVE FINISHED GRADE	MLO	MAIN LUGS ONLY
AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
AS	SWITCH RATING IN AMPERES	NC	NORMALLY CLOSED
AT	TRIP RATING IN AMPERES	NEC	NATIONAL ELECTRIC CODE
ATS	AUTOMATIC TRANSFER SWITCH	NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
AV	AUDIO VISUAL	NIC	NOT INCLUDED IN CONTRACT
C	CONDUIT	NO	NORMALLY OPEN
CATV	CABLE TELEVISION	NTS	NOT TO SCALE
CB	CIRCUIT BREAKER	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
CCTV	CLOSED CIRCUIT TELEVISION	P	POLE
CFCI	CONTRACTOR FURNISHED, CONTRACTOR INSTALLED	PH	PHASE
CFOI	CONTRACTOR FURNISHED, OWNER INSTALLED	PRI	PRIMARY
CL	CENTERLINE	PV	PHOTOVOLTAIC
CO	CONDUIT ONLY	PVC	POLYVINYL CHLORIDE CONDUIT
CONN	CONNECTED	(R)	RELOCATE EXISTING
CT	CURRENT TRANSFORMER	RECEPT	RECEPTACLE
CU	COPPER	(RR)	REMOVE AND REPLACE WITH NEW
DC	DIRECT CURRENT	RSC	RIGID STEEL CONDUIT
(E)	EXISTING TO REMAIN	SEC	SECONDARY
ELEV	ELEVATOR	SPD	SURGE PROTECTION DEVICE
EM	EMERGENCY / STANDBY POWER	TC	TERMINAL CABINET
EMT	ELECTRO METALLIC TUBING	TEL	TELEPHONE
EV	ELECTRICAL VEHICLE	TTB	TERMINAL BACKBOARD
FA	FIRE ALARM	TYP	TYPICAL
FACP	FIRE ALARM CONTROL PANEL	UL	UNDERWRITER LABORATORIES
G	GROUND	UON	UNLESS OTHERWISE NOTED
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	V	VOLTAGE
GND	GROUND	VFD	VARIABLE FREQUENCY DRIVE
HID	HIGH INTENSITY DISCHARGE	W	WEATHERPROOF
HP	HORSEPOWER	WAP	WIRELESS ACCESS POINT
HZ	HERTZ	W/	WITH
IDF	INTERMEDIATE DISTRIBUTION FRAME	W/O	WITHOUT
IG	ISOLATED GROUND	(X)	REMOVE EXISTING
KV	KILOVOLT	XFMR	TRANSFORMER
KVA	KILOVOLT AMPERE	XP	EXPLOSION PROOF
KW	KILOWATT		

LEGEND NOTES	
A.	ALL SYMBOLS MAY NOT BE USED IN THIS PROJECT
B.	SYMBOLS DO NOT ALWAYS REPRESENT REAL LIFE DIMENSIONS
C.	SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION
D.	MOUNTING HEIGHTS OF DEVICES SHALL BE AS NOTED IN THE LEGEND FOR THE RESPECTIVE SYMBOL, UON ON FLOOR PLANS OR AS REQUIRED PER ADA REQUIREMENTS.

ABBREVIATIONS

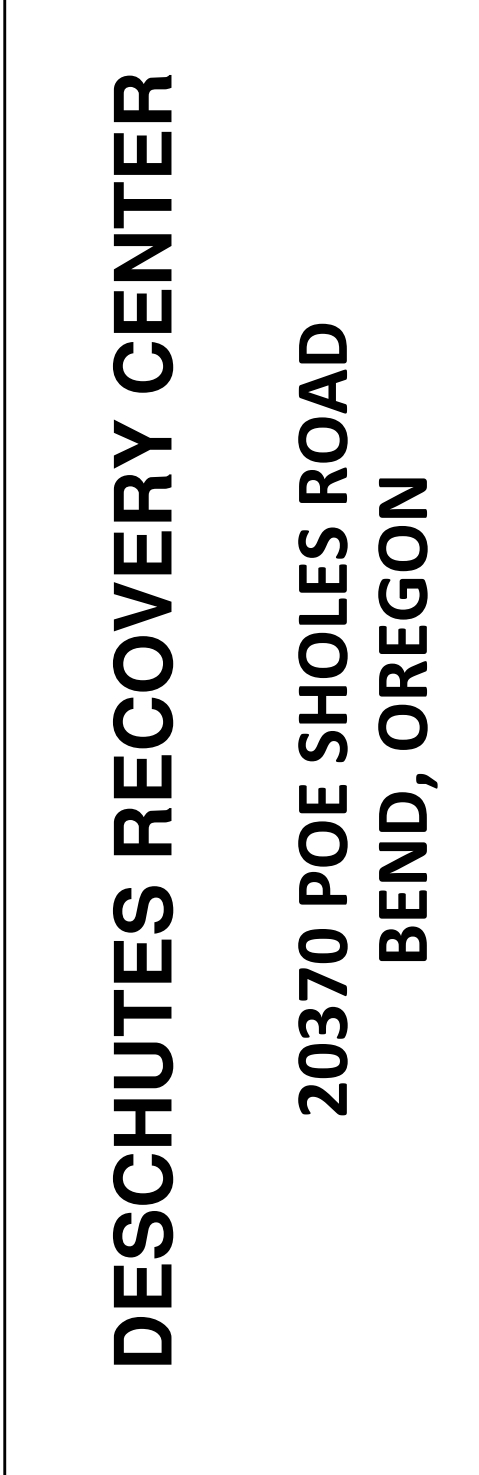
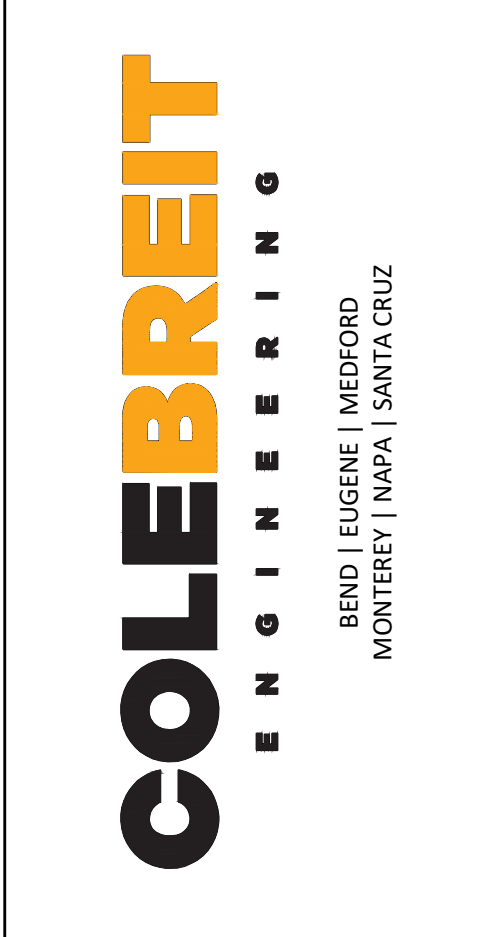
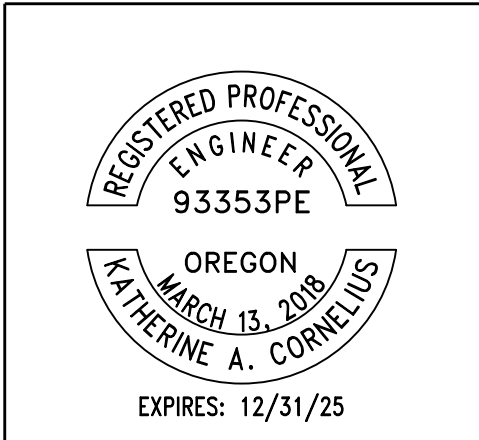
GENERAL ELECTRICAL NOTES:

- SCOPE OF WORK:
- REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT LOCATIONS OF EQUIPMENT AND ADDITIONAL CONTROL REQUIREMENTS. CONNECTION REQUIREMENTS TO ALL EQUIPMENT TO BE VERIFIED WITH APPROVED SUBMITTALS / SHOP DRAWINGS.
- DISCONNECT SWITCHES TO BE SIZED AT MINIMUM TO MATCH THE BREAKER SIZE OF THE RESPECTIVE BRANCH CIRCUIT BEING FED.
- RACEWAY SYSTEMS AND CONDUIT ROUTING SHOWN ON ELECTRICAL DRAWINGS IS DIAGRAMMATIC IN NATURE AND TO SHOW THE DESIGN INTENT OF CONDUIT INFRASTRUCTURE REQUIREMENTS. ACTUAL LOCATION AND ROUTING OF ALL CONDUIT RACEWAYS SHALL BE DETERMINED BY CONTRACTOR TO SUIT FIELD CONDITIONS.
- PROVIDE DEDICATED NEUTRAL FOR EACH NEW CIRCUIT. HOME RUN CONDUCTORS MAY BE COMBINED INTO ONE CONDUIT. NO RACEWAY OR CABLE SHALL CONTAIN MORE THAN NINE (9) CURRENT CARRYING CONDUCTORS.
- BRANCH CIRCUITS TO BE SIZED FOR MAXIMUM 3% VOLTAGE DROP. PROVIDE #10 AWG CONDUCTORS FOR 20 AMPERE, 120V BRANCH CIRCUITS LONGER THAN 75' AND #8 AWG CONDUCTORS FOR 20 AMPERE, 120V BRANCH CIRCUITS LONGER THAN 120'. PROVIDE #10 AWG CONDUCTORS FOR 20 AMPERE, 277V BRANCH CIRCUITS LONGER THAN 200'.

(OR) LIST OF GOVERNING CODES

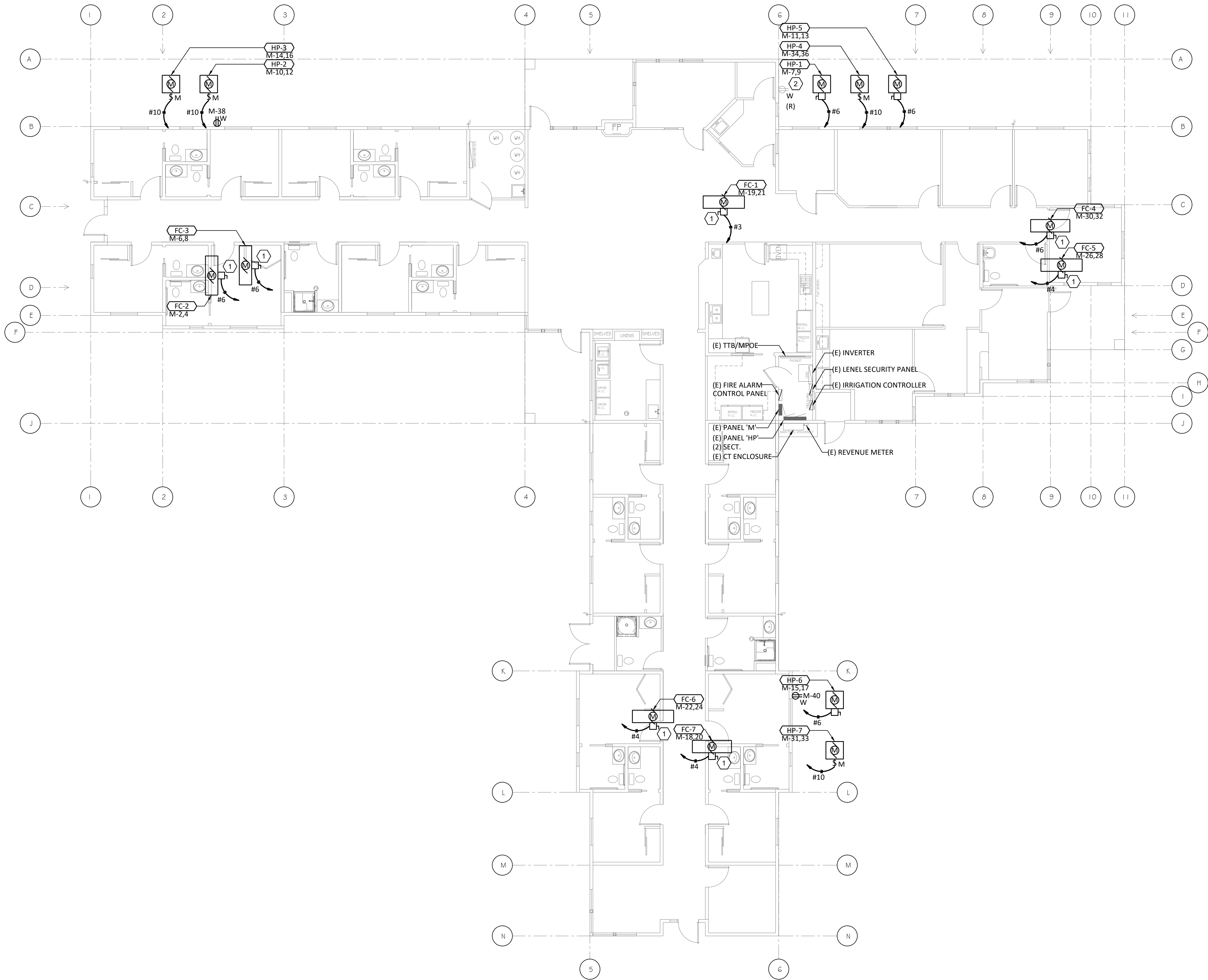
THIS WORK SHALL CONFORM TO ALL CURRENT AND ADOPTED LOCAL CODES
2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE (OEESC)
ASHRAE 90.1-2019
2023 OREGON ELECTRICAL SPECIALTY CODE (OESC) - BASED ON THE 2023 NATIONAL ELECTRIC CODE (NEC)

ELECTRICAL SHEET KEY	
SHEET NUMBER	DESCRIPTION
E001	LEGEND AND NOTES - ELECTRICAL
E101	POWER & SYSTEMS PLAN - DEMO
E201	POWER & SYSTEMS PLAN - ELECTRICAL
E501	PANELBOARD SCHEDULES - ELECTRICAL



	REVISION SCHEDULE
PERMIT SET	06/27/2024
JOB NUMBER:	20240266
SHEET TITLE	
LEGENDS AND NOTES - ELECTRICAL	
SHEET NUMBER	
E001	

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PRINTED: JUN 27, 2024 1:38pm



SHEET KEYNOTES

1. PROVIDE MOTOR RATED DISCONNECT ACCESSORY KIT: CARRIER MODEL NUMBER KFADK0301DSC.
2. RELOCATE EXISTING RECEPTACLE, INTERCEPT AND EXTEND EXISTING BRANCH CIRCUIT WIRING TO NEW DEVICE LOCATION.

1
E201

POWER & SYSTEMS PLAN - ELECTRICAL

1/8"=1'-0"



COLEBREIT
ENGINEERING
BEND | EUGENE | MEDFORD
MONTEREY | NAPA | SANTA CRUZ

DESCHUTES RECOVERY CENTER
20370 POE SHOLES ROAD
BEND, OREGON

REVISION SCHEDULE

PERMIT SET 06/27/2024

JOB NUMBER: 20240266

SHEET TITLE

ELECTRICAL
PLAN

SHEET NUMBER

E201

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PRINTED: JUN 27 2024 1:38pm

(E) PANEL 'HP (SECT 1)'																		
LOCATION: ELEC ROOM 105a SUPPLY FROM: CURRENT TRANSFORMER TERMINAL APARTMENT MOUNTING: SURFACE ENCLOSURE: NEMA 1										VOLTAGE: 208/120V 3PH 4W MAINS RATING: 600 MCB BUSSING RATING: 600 A K.A.I.C. RATING: 22 KAIC FEED-THRU LUGS: YES								
CKT	CIRCUIT DESCRIPTION	LC	NOTE	TRIP (A)	POLE	CONNECTED LOAD (VA)				POLE	TRIP (A)	NOTE	LC	CIRCUIT DESCRIPTION	CKT			
						A		B								C		
1	SITE LIGHTING	L		20	1	813	540			1	20		R	ROOM 114, 114a RECEPT	2			
3	SITE LIGHTING	L		20	1			813	540		1	20		R	ROOM 113, 113a RECEPT	4		
5	EXTERIOR BUILDING LIGHTING - FAÇADE	L		20	1					602	540		1	20		R	ROOM 109, 109a RECEPT	6
7	EXTERIOR BUILDING LIGHTING - PATIO 001/002	L		20	1	344	540						1	20		R	ROOM 110, 110a RECEPT	8
9	BUILDING LIGHTING	L		20	1			224	540				1	20		R	ROOM 117, 117a RECEPT	10
11	BUILDING LIGHTING	L		20	1					168	540		1	20		R	ROOM 116, 116a RECEPT	12
13	BUILDING LIGHTING	L		20	1	930	540						1	20		R	ROOM 106, 106a RECEPT	14
15	BUILDING LIGHTING	L		20	1			717	540				1	20		R	ROOM 107, 107a RECEPT	16
17	BUILDING LIGHTING	L		20	1					1,163	540		1	20		R	ROOM 120 RECEPT	18
19	BUILDING LIGHTING	L		20	1	1,170	540						1	20		R	ROOM 121 RECEPT	20
21	BUILDING LIGHTING	L		20	1			946	540				1	20		R	ROOM 129 RECEPT	22
23	TELEPHONE BOARD	R		20	1					360	540		1	20		R	ROOM 128 RECEPT	24
25	WH-1, CP-1, MECH/JANITORIAL RECEPT	C		20	1	560	540						1	20		R	ROOM 123 RECEPT	26
27	GD-1	M		20	1			1,470	540				1	20		R	ROOM 124 RECEPT	28
29	TELEPHONE BOARD	R		20	1					360	540		1	20		R	ROOM 127 RECEPT	30
31	IRRIGATION CONTROLLER	C		20	1	200	540						1	20		R	ROOM 126 RECEPT	32
33	ALC	C		20	1			200					1	20			SPARE	34
35	FACP	C		20						200			1	20			SPARE	36
37	INVERTER	L		30	2	1,010	38,779						3	400		G	PANEL 'M'	38
39	-	L		-	-			1,010	33,610				-	-		G	-	40
41	LENEL SYSTEM	C		20	1					200	27,463		-	-		G	-	42
TOTAL LOAD (VA):						47,046		41,690		33,216								
TOTAL AMPS:						131		116		92								
LOAD CLASSIFICATION		CONNECTED LOAD (VA)		SUBFED LOAD (VA)		TOTAL LOAD (VA)		DEMAND FACTOR		DEMAND LOAD (VA)		PANEL LOADS						
GENERAL/NON-CONTINUOUS (G)		99,852		0		99,852		100%		99,852		TOTAL CONNECTED LOAD: 121,952 VA						
CONTINUOUS (C)		1,360		0		1,360		125%		1,700		TOTAL DEMAND LOAD: 124,770 VA						
LIGHTING (L)		9,910		0		9,910		125%		12,388		TOTAL CONNECTED CURRENT: 338.8 A						
RECEPTACLE (R) - UP TO 10,000 VA		9,360		0		9,360		100%		9,360		TOTAL DEMAND CURRENT: 346.6 A						
OVER 10,000 VA		0		0		0		50%		0								
KITCHEN (K)		0		0		0		N/A		0								
MOTORS (M)		1,470		0		1,470		100%		1,470								
LARGEST MOTOR (LM)		0		0		0		125%		0								
WATER HEATER (WH)		0		0		0		125%		0								
NOTES:																		
1. NO NEW WORK ON THIS PANEL; SHOWN FOR REFERENCE ONLY.																		
2.																		
3.																		

PANEL 'HP (SECT 2)'																
1																
VOLTAGE: 208/120V 3PH 4W																
MLO																
MAINS RATING: 600 A																
BUSSING RATING: 22 KAIC																
K.A.I.C. RATING: NO																
FEED-THRU LUGS: NO																
CKT	CIRCUIT DESCRIPTION	LC	NOTE	TRIP (A)	POLE	CONNECTED LOAD (VA)				POLE	TRIP (A)	NOTE	LC	CIRCUIT DESCRIPTION	CKT	
						A		B								C
43	BREAKROOM 102	R		20	1	540	540			1	20		R	ROOM 111 RECEPT	44	
45	REFRIGERATOR ROOM 102	R		20	1			1,000	540		1	20	R	ROOM 111a RECEPT	46	
47	ADMIN. 101 COPIER	R		20	1					1,200	900	1	20	R	HALL 112, WP REC RECEPT	48
49	ENTRY 100	R		20	1	540	720					1	20	R	ROOM 115, 115a, 108 RECEPT	50
51	ADMIN 101	R		20	1			900	720			1	20	R	ROOM 118, WP REC, 119 RECEPT	52
53	KITCHEN REFRIGERATOR	R		20	1					1,000	900	1	20	R	ROOM 119, 125, WP REC, 122 RECEPT	54
55	KITCHEN RECEPT	R		20	1	900	720					1	20	R	ROOM 131, 132 RECEPT	56
57	KITCHEN RECEPT	R		20	1			900	180			1	20	R	ROOM WORK OUT EQUIPMENT RECEPT	58
59	EXTERIOR RECEPT BY HP-1	R		20	1					180	180	1	20	R	ROOM WORK OUT EQUIPMENT RECEPT	60
61	SPARE			20	1		900					1	20	R	ROOM NURSE 133 RECEPT	62
63	(F) CEILING FAN			20	1				360			1	20	R	SEC. STORAGE 113a RECEPT	64
65	(F) FREEZER			20	1					900		1	20	R	ROOM 131 WP/GFI RECEPT	66
67	(F) CEILING FAN			20	1		720					1	20	R	ROOM 101, 139, 140 RECEPT	68
69	(F) FREEZER			20	1				720			1	20	R	ROOM 138 RECEPT	70
71	(F) REFRIGERATOR			20	1					900		1	20	R	ROOM 103 RECEPT	72
73	OVEN	K		60	2	4,375	720					1	20	R	ROOM 135 RECEPT	74
75	-	K		-	-			4,375	720			1	20	R	ROOM 136 RECEPT	76
77	OVEN	K		60	2					4,375	720	1	20	R	ROOM 137 RECEPT	78
79	-	K		-	-	4,375	192					3	30	C	PANEL 'S1'	80
81	RANGE TOP	K		60	2			4,375	540			-	-	C	-	82
84	-	K		-	-					4,375	360	-	-	C	-	84
TOTAL LOAD (VA):						15,242		15,330		15,990						
TOTAL AMPS:						42		43		44						
LOAD CLASSIFICATION		CONNECTED LOAD (VA)		SUBFED LOAD (VA)		TOTAL LOAD (VA)		DEMAND FACTOR		DEMAND LOAD (VA)		PANEL LOADS				
GENERAL/NON-CONTINUOUS (G)		0		0		0		100%		0		TOTAL CONNECTED LOAD: 46,562 VA				
CONTINUOUS (C)		1,092		0		1,092		125%		1,365		TOTAL DEMAND LOAD: 33,038 VA				
LIGHTING (L)		0		0		0		125%		0		TOTAL CONNECTED CURRENT: 129.3 A				
RECEPTACLE (R) - UP TO 10,000 VA		10,000		0		10,000		100%		10,000		TOTAL DEMAND CURRENT: 91.8 A				
OVER 10,000 VA		9,220		0		9,220		50%		4,610						
KITCHEN (K)		26,250		0		26,250		65%		17,063						
MOTORS (M)		0		0		0		100%		0						
LARGEST MOTOR (LM)		0		0		0		125%		0						
WATER HEATER (WH)		0		0		0		125%		0						
NOTES:																
1. NO NEW WORK ON THIS PANEL; SHOWN FOR REFERENCE ONLY.																
2.																
3.																

(E) PANEL 'M' (DEMOLITION)																	
LOCATION: ELEC ROOM 105a										VOLTAGE: 208/120V 3PH 4W							
SUPPLY FROM: PANEL 'HP'										MAINS RATING: MLO							
MOUNTING: SURFACE										BUSSING RATING: 400 A							
ENCLOSURE: NEMA 1										K.A.I.C. RATING: 10 KAIC							
										FEED-THRU LUGS: NO							
CKT	CIRCUIT DESCRIPTION	LC	NOTE	TRIP (A)	POLE	CONNECTED LOAD (VA)				POLE	TRIP (A)	NOTE	LC	CIRCUIT DESCRIPTION	CKT		
						A		B								C	
1	(E) SOLAR WATER HEATERS	WH		20	1	1,500	3,200				2	45	2	M	(X) FC-1	2	
3	(E) EWH-1, EWH-2	WH		20	2			500	3,200			-	2	M	-	4	
5	-	WH		-	-					500	2,943	2	45	2	M	(X) FC-2	6
7	(X) HP-1, 8 TON	M	1	50	3	6,540	2,943					-	2	M	-	8	
9	-	M	1	-	-			6,540	1,882			2	30	1	M	(X) FC-3a (2 STAGE UNIT)	10
11	-	M	1	-	-					6,540	1,882	-	1	M	-	12	
13	(X) FC-3b (2 STAGE UNIT)	M	1	45	2	3,151	2,007					2	30	2	M	(X) FC-4	14
15	-	M	1	-	-			3,151	2,007			-	2	M	-	16	
17	(X) FC-11	M	1	30	2					2,132	2,007	2	30	1	M	(X) FC-5	18
19	-	M	1	-	-	2,132	2,007					-	1	M	-	20	
21	(X) FC-12	M	1	45	2			3,151	4,004			2	60	1	M	(X) FC-6	22
23	-	M	1	-	-					3,151	4,004	-	1	M	-	24	
25	(E) P-1, PUMP LIFT STATION	M		20	3	1,872	2,007					2	30	1	M	(X) FC-7	26
27	-	M		-	-			1,872	2,007			-	1	M	-	28	
29	-	M		-	-					1,872	3,200	2	45	2	M	(X) FC-8	30
31	(X) HP-1, 10 TON	M	1	60	3	6,540	3,200					-	2	M	-	32	
33	-	M	1	-	-			6,540	2,007			2	30	1	M	(X) FC-9	34
35	-	M	1	-	-					6,540	2,007	-	1	M	-	36	
37	(E) ERV-1	M		20	3	2,052	3,200					2	45	2	M	(X) FC-10	38
39	-	M		-	-			2,052	3,200			-	2	M	-	40	
41	-	M		-	-					2,052		1	20	1		SPARE	42
TOTAL LOAD (VA):						42,351		42,113		38,830							
TOTAL AMPS:						118		117		108							
LOAD CLASSIFICATION		CONNECTED LOAD (VA)		SUBFED LOAD (VA)		TOTAL LOAD (VA)		DEMAND FACTOR		DEMAND LOAD (VA)		PANEL LOADS					
GENERAL/NON-CONTINUOUS (G)		0		0		0		100%		0		TOTAL CONNECTED LOAD: 123,294 VA					
CONTINUOUS (C)		0		0		0		125%		0		TOTAL DEMAND LOAD: 123,919 VA					
LIGHTING (L)		0		0		0		125%		0		TOTAL CONNECTED CURRENT: 342.5 A					
RECEPTACLE (R) - UP TO 10,000 VA		0		0		0		100%		0		TOTAL DEMAND CURRENT: 344.2 A					
OVER 10,000 VA		0		0		0		50%		0							
KITCHEN (K)		0		0		0		N/A		0							
MOTORS (M)		120,794		0		120,794		100%		120,794							
LARGEST MOTOR (LM)		0		0		0		125%		0							
WATER HEATER (WH)		2,500		0		2,500		125%		3,125							
NOTES:																	
1. REMOVE BREAKER AND ASSOCIATED WIRING																	
2. SALVAGE BREAKER AND DISCONNECT ASSOCIATED WIRING.																	
3.																	

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MECHANICAL SPECIFICATIONS:

SCOPE: PROVIDE COMPLETE HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS, INCLUDING ALL LABOR, EQUIPMENT, MATERIALS, AND SERVICES. MECHANICAL CONTRACTOR MUST VISIT PROJECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS AND ALL CONTRACT DOCUMENTS PRIOR TO SUBMITTING A BID.

PROVIDE DEMONSTRATION AND OWNER TRAINING ON NEW CONTROLS OPERATION.

PROVIDE SUPPORT TO THIRD PARTY COMMISSIONING AGENT.

PROVIDE AS-BUILT DOCUMENTATION, ONE YEAR LABOR WARRANTY, TWO YEAR WARRANTY ON DISTECH CONTROLLERS.

CONTROLS: CONTRACTOR SHALL FURNISH ALL CONTROLS AND STARTERS FOR THIS EQUIPMENT.

- FURNISH DDC CONTROLS AS MANUFACTURED BY DISTECH CONTROLS.
- PROVIDE WEB BASED GRAPHICS AND CUSTOMIZED DEPICTION OF ALL DATA POINTS.
- PROVIDE GLOBAL CONTROLLER WITH CONNECTION TO OWNER FURNISHED ETHERNET FOR REMOTE ACCESS.

PROVIDE ENGINEERING, PROGRAMMING, TRAINING, AND WARRANTY AS SPECIFIED.

COORDINATION: COOPERATE WITH GENERAL CONTRACTOR AND ALL OTHER TRADES.

CODES: THIS WORK SHALL CONFORM TO ALL CURRENT AND ADOPTED LOCAL CODES, OREGON STRUCTURAL SPECIALTY CODE, OREGON MECHANICAL SPECIALTY CODE, OREGON PLUMBING SPECIALTY CODE, OREGON ENERGY CODE, AND OREGON FIRE CODE.

DRAWINGS: DRAWINGS ARE DIAGRAMMATIC. ALL EQUIPMENT LOCATIONS & DUCTWORK ROUTING SHALL BE VERIFIED IN FIELD.

MAINTENANCE: ALL EQUIPMENT SHALL BE ACCESSIBLE FOR MAINTENANCE PER MANUFACTURER REQUIREMENTS.

BALANCING: CONTRACTOR SHALL BALANCE THE SYSTEMS TO WITHIN 5% OF DESIGN QUANTITIES AT THE UNITS, AND 10% AT EACH INLET/OUTLET.

O & M MANUALS: CONTRACTOR SHALL PROVIDE O & M MANUALS TO OWNER WITHIN 90 DAYS AFTER SYSTEM ACCEPTANCE.

RECORD DRAWINGS: CONTRACTOR SHALL PROVIDE RECORD DRAWINGS TO OWNER WITHIN 90 DAYS AFTER SYSTEM ACCEPTANCE.

DUCTWORK:

- DUCT CONSTRUCTION: CONSTRUCTION OF DUCTWORK SHALL BE AS FOLLOWS:
 - GALVANIZED SHEETMETAL OF THICKNESS RECOMMENDED BY SMACNA.
 - FLEXIBLE DUCTS ARE PERMITTED ON THE LAST 5'-0" OF DUCT RUNS.

DUCT INSULATION AND LINING

- INSULATION R-VALUES SHALL COMPLY WITH CURRENTLY ADOPTED VERSION OF ASHRAE 90.1.
- SUPPLY AND RETURN DUCTS:
 - DUCT INSULATION (WRAP OR LINER) SHALL BE R-6 AT INSTALLED THICKNESS WITHIN THE INSULATED BUILDING ENVELOPE, AND R-12 OUTSIDE THE BUILDING INSULATED ENVELOPE. FLAME SPREAD OF NOT OVER 25, SMOKE DEVELOPED OF NOT OVER 50. INSULATION SHALL CONFORM TO REQUIREMENTS FOR CLASS I, UL 181, AND NFPA 90A AND 90B.
- SUPPLY AND RETURN DUCTWORK DIRECTLY IN CONDITIONED SPACE IS NOT REQUIRED TO BE INSULATED.

DAMPERS AND SHEETMETAL SPECIALTIES

- VOLUME DAMPERS SHALL BE PROVIDED FOR EACH SUPPLY DIFFUSER AND RETURN GRILLE AND SHALL BE SINGLE BLADE DAMPERS, JOB OR FACTORY FABRICATED OF GALVANIZED STEEL, TWO GAUGES HEAVIER THAN DUCT AND NO LONGER THAN 12" X 48" REINFORCED OR CRIMPED FOR RIGIDITY WITH PIVOT ROD EXTENDING THROUGH DUCT. POSITIONING DEVICE SHALL BE LOCKING LEVER AND QUADRANT.
- PROVIDE ACCESS DOORS OR CABLE ADJUSTORS FOR ALL BALANCING DAMPERS ABOVE HARD CEILINGS.
- METAL GAUGES, JOINTS, BRACINGS, DUCT SUPPORTS AND TURNING VANES SHALL CONFORM TO SMACNA HVAC DUCT CONSTRUCTION STANDARDS AS MINIMUM STANDARD, AND AS SPECIFIED AND/OR SHOWN.
- PROVIDE CLASS 1 MOTORIZED DAMPERS.

DUCTWORK - INSTALLATION

- ALL DUCTWORK OF SHEETMETAL OR FIBERGLASS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SMACNA MANUAL, UNLESS OTHERWISE SPECIFIED, AIRTIGHT AND SUPPORTED AS RECOMMENDED. DUCTWORK SHALL RUN CONCEALED UNLESS OTHERWISE NOTED.
- ERECT ALL DUCTWORK TO DIMENSIONS INDICATED, STRAIGHT AND SMOOTH ON THE INSIDE WITH NEATLY FINISHED JOINTS LAPPED IN DIRECTION OF AIR TRAVEL. PROPERLY BRACE AND REINFORCE ALL DUCTS WITH STEEL ANGLES OR OTHER MEMBERS. ALL DUCTWORK SHALL BE OF GALVANIZED STEEL UNLESS OTHERWISE SPECIFIED OR INDICATED. FABRICATE CHANGES IN DIRECTION, BOTH HORIZONTAL AND VERTICAL, TO PERMIT EASY AIR FLOW.
- INSTALL DUCTWORK TO CLEAR ALL OBSTRUCTIONS, PRESERVE HEADROOM, AND KEEP OPENINGS CLEAR.
- INSTALL SUPPLY DUCTS ABOVE RETURN OR EXHAUST DUCTS WHERE POSSIBLE; PROVIDE LONG STRAIGHT DUCT DROPS TO DIFFUSERS FOR PROPER DIFFUSER PERFORMANCE OR PROVIDE REGISTER BOXES WITH TURNING VANES.
- SHOULD IT BE FOUND IMPRACTICAL TO INSTALL ANY DUCT OF THE EXACT SIZE GIVEN, A DUCT OF A DIFFERENT SHAPE BUT HAVING THE SAME AIR RESISTANCE SHALL BE INSTALLED. THESE ALTERNATE DUCT SIZES TO BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. DUCT SIZES GIVEN ARE INSIDE DIMENSIONS INSIDE THE LININGS.
- ALL ELBOWS 45° OR GREATER SHALL BE FULL ELBOWS (CENTERLINE RADIUS EQUAL TO DUCT WIDTH) OR SHALL HAVE TURNING VANES.
- ENDS OF DUCTS SHALL TURN OVER 3/4" FOR AIRTIGHT CONNECTIONS BETWEEN DUCTS AND GRILLES. THE DUCTS AND GRILLES SHALL HAVE SEPARATE SETS OF SCREWS. REGISTER FRAMES AND ENDS OF DUCTS SHALL BE PROPERLY PLACED BEFORE FINISHING IS BEGUN.
- PROVIDE VOLUME EXTRACTORS OR VOLUME DAMPERS CAPABLE OF ADJUSTMENTS AND OF BEING LOCKED INTO POSITION IN TAKE-OFFS. PROVIDE SUITABLE ACCESS THROUGH INSULATION FOR ADJUSTMENT OF EXTRACTORS AND DAMPERS.
- ALL DUCTS SHALL BE SUPPORTED PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS FOR SHEETMETAL DUCTS AND PER SMACNA SEISMIC BRACE DUCTWORK AS INDICATED AND PER SMACNA MANUAL.
- VERTICAL DUCTS SHALL BE SUPPORTED BY EXTENDING BRACING ANGLES TO REST FIRMLY O FLOORS OR SHALL BE BOLTED TO WALLS, COLUMNS, OR OTHER CONSTRUCTION.
- FABRICATE COMPRESSION TYPE SUPPORTS FROM CROSS-BRACED METAL ANGLES NOT SMALLER THAN THAT REQUIRED FOR DUCT BRACING.

DUCT SEALING:

- DUCTS EXPOSED TO WEATHER SHALL BE COMPLETELY WEATHERPROOF WITH OUTDOOR VAPOR BARRIER MASTIC OVER TAPE AT ALL JOINTS AND SEAMS.
- SEAL JOINTS AND SEAMS OF INTERIOR DUCTWORK AIR TIGHT.
- NO "GREY" DUCT TAPE SHALL BE USED. METAL DUCT SEALING SHALL BE "AEROBOL", "HARDCAST", OR SMACNA APPROVED FOIL-BACKED PRESSURE SENSITIVE TAPE, EXCEPT WHERE OTHERWISE INDICATED OR SPECIFIED.
- ALL DUCT SEALING SHALL COMPLY WITH THE OREGON ENERGY EFFICIENCY SPECIALTY CODE.

ACCESSIBILITY:

- VALVES, DAMPER OPERATORS, FILTERS, THERMOMETERS, PRESSURE GAUGES, CLEAN-OUT FITTINGS, AND INDICATING EQUIPMENT OR SPECIALTIES REQUIRING READING, ADJUSTING, INSPECTION, REPAIRING, REMOVAL, OR REPLACEMENT SHALL BE CONVENIENTLY AND ACCESSIBLY LOCATED WITH REFERENCE TO FINISHED BUILDING. THERMOMETERS AND GAUGES INSTALLED TO BE EASILY READ FROM FLOOR.
- NO UNIONS, FLANGES, VALVES, DAMPERS, CONTROLS, OR EQUIPMENT SHALL BE PLACED IN A LOCATION THAT WILL BE INACCESSIBLE AFTER THE SYSTEM IS COMPLETE. ACCESS PANELS OR DOORS SHALL BE PROVIDED WHERE REQUIRED WHETHER OR NOT SHOWN ON DRAWINGS.

REFRIGERANT PIPING:

- CONTRACTOR IS RESPONSIBLE FOR REFRIGERANT PIPE SIZING AND ROUTING AND SHALL COMPLY WITH ALL MANUFACTURER'S INSTRUCTIONS.





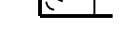

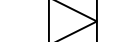


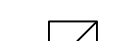



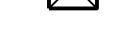


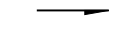
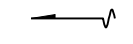
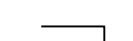



CONDENSATE PIPING:

- CONTRACTOR IS RESPONSIBLE FOR ROUTING AND INSTALLING ALL REQUIRED CONDENSATE PIPES TO THE NEAREST APPROVED RECEPTACLE. PROVIDE CONDENSATE NEUTRALIZER FOR CONDENSATE FROM FUEL-BURNING APPLIANCES.

MECHANICAL LEGEND

HVAC SYMBOLS

SYMBOL IDENTIFICATION

	DUCT; DOUBLE-LINE; SIZES AS SHOWN ON PLANS
	45 DEGREE DUCT ELBOW; DOUBLE-LINE; SIZES AS SHOWN ON PLANS
	90 DEGREE DUCT ELBOW; DOUBLE-LINE; SIZES AS SHOWN ON PLANS
	90 DEGREE DUCT ELBOW WITH TURNING VANES; SIZES AS SHOWN ON PLANS
	DUCT TRANSITION; DOUBLE-LINE
	DUCT TRANSITION SQUARE TO ROUND; DOUBLE-LINE
	EXISTING SUPPLY AIR DIFFUSER
	EXISTING RETURN OR TRANSFER AIR GRILLE
	EXISTING EXHAUST AIR GRILLE
	SUPPLY AIR DUCT IN CROSS-SECTION ROUTED DOWN
	RETURN AIR DUCT IN CROSS-SECTION ROUTED DOWN
	EXHAUST AIR DUCT IN CROSS-SECTION ROUTED DOWN
	VERTICAL MOUNTED SUPPLY AIR DEVICE; SIZES AS SHOWN ON PLANS
	VERTICAL MOUNTED RETURN OR EXHAUST AIR DEVICE; SIZES AS SHOWN ON PLANS
	AIR FROM DEVICE
	AIR TO DEVICE
	BALANCING DAMPER
	MOTORIZED DAMPER
	FIRE DAMPER
	FIRE/SMOKE DAMPER
	THERMOSTAT
	POINT OF CONNECTION

SA	SUPPLY AIR
RA	RETURN AIR
EA	EXHAUST AIR
OSA	OUTSIDE AIR

GENERAL NOTES:

- THIS PROJECT IS A REMODEL/ADDITION. THE PLANS AND SPECIFICATIONS INDICATE THE GENERAL EXTENT OF THE WORK BASED ON OWNER PROVIDED INFORMATION AND LIMITED FIELD VERIFICATION. CONTRACTOR SHALL VISIT SITE, VERIFY EXISTING CONDITIONS, AND REPORT ANY DISCREPANCIES NOTED TO THE ENGINEER PRIOR TO SUBMITTING A BID. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION AND RECONNECTION OF MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS NECESSARY TO ACCOMPLISH THE WORK WHETHER OR NOT SPECIFIED AND/OR INDICATED.
- MECHANICAL CONTRACTOR SHALL NOTIFY GENERAL CONTRACTOR TO REPAIR WALL, FLOOR, ROOF AND CEILING SURFACES AS REQUIRED DUE TO DEMOLITION OR INSTALLATION WORK.
- COMPLETELY CLEAN ALL DUCTWORK BEING REUSED. MECHANICALLY CLEAN AND VACUUM INTERIOR OF DUCTS. ALL METHODS AND MATERIALS PER LATEST INDUSTRY STANDARDS.
- ALL CONTROL WIRING SHALL BE IN CONDUIT. CONDUIT AND WIRING SHALL BE PROVIDED AND INSTALLED BY THE MECHANICAL CONTRACTOR. PROVIDE AND INSTALL RIGID CONDUIT IN AREAS EXPOSED TO THE ELEMENTS.
- LABEL ALL EQUIPMENT AND CIRCUITS WITH LAMINATED PLASTIC NAMEPLATES MATCHING SCHEDULE.
- CONTRACTOR TO PROVIDE TEMPORARY HEATING AND COOLING FOR THE DURATION OF THE PROJECT.
- PERMITS SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK.
- ROOF HATCHES WILL BE INSTALLED ABOVE THE MECHANICAL PLATFORMS BY OWNER PRIOR TO START OF HVAC REPLACEMENT.

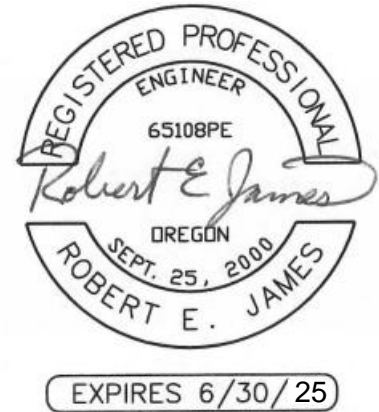
SPLIT SYSTEM HEAT PUMPS																
MARK	SERVING	COOL MBH		HEAT KW	TONS	CFM	ESP	HP	V/PH	UNIT MCA/MOCP	WT LBS	SEER2	HSPF2	MAKE & MODEL	NOTES	
		TC	SC													
HP-1	LIVING, DINING, EXERCISE	47	36	11.3	4	-	-	-	208/1	32.8	50	260	14.3	7.5	CARRIER 25SCA548A003	1, 3, 4, 5
FC-1					-	1500	0.7"	3/4	208/1	73.9	80	182	-	-	CARRIER FJ4DNXC48L15	2, 3, 5
HP-2	NW EXPOSURE	23	18	6.0	2	-	-	-	208/1	14.5	25	190	15.2	7.5	CARRIER 25SCA524A003	1, 3, 5
FC-2					-	800	0.9"	1/3	208/1	40.6	45	131	-	-	CARRIER FJ4DNXB24L08	2, 3, 5
HP-3	SW EXPOSURE	27	22	6.0	2.5	-	-	-	208/1	18.2	30	207	14.3	7.5	CARRIER 25SCA530A003	1, 3, 5
FC-3					-	1000	0.9"	1/2	208/1	40.6	45	148	-	-	CARRIER FJ4DNXB30L08	2, 3, 5
HP-4	NE EXPOSURE	23	18	6.0	2	-	-	-	208/1	14.5	25	190	15.2	7.5	CARRIER 25SCA524A003	1, 3, 5
FC-4					-	800	0.9"	1/3	208/1	40.6	45	131	-	-	CARRIER FJ4DNXB24L08	2, 3, 5
HP-5	SE EXPOSURE	47	36	7.5	4	-	-	-	208/1	32.8	50	260	14.3	7.5	CARRIER 25SCA548A003	1, 3, 5
FC-5					-	1600	1.0"	3/4	208/1	51.6	60	182	-	-	CARRIER FJ4DNXC48L10	2, 3, 5
HP-6	WEST EXPOSURE	47	36	7.5	4	-	-	-	208/1	32.8	50	260	14.3	7.5	CARRIER 25SCA548A003	1, 3, 5
FC-6					-	1600	1.0"	3/4	208/1	51.6	60	182	-	-	CARRIER FJ4DNXC48L10	2, 3, 5
HP-7	EAST EXPOSURE	33	25	7.5	3	-	-	-	208/1	20.3	30	208	14.3	7.5	CARRIER 25SCA536A003	1, 3, 5
FC-7					-	1200	0.9"	1/2	208/1	49.5	60	148	-	-	CARRIER FJ4DNXB36L10	2, 3, 5
NOTES:																
1. SIZE AND INSTALL HARD DRAWN COPPER REFRIGERANT LINES PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE CONCRETE HOUSEKEEPING PAD AND SNOW LEGS TO ELEVATE UNIT 18" ABOVE GRADE. LOCATE SO THAT SNOW AND ICE DO NOT FALL FROM ROOF ON UNIT.																
2. PROVIDE 2" MERV-11 FILTERS, PROGRAMMABLE THERMOSTAT, DRAIN PAN WITH CONDENSATE PUMP AND OVERFLOW SWITCH INTERLOCKED FOR UNIT SHUTDOWN: RECTORSEAL SAFE-T-SWITCH SS2 OR EQUAL. REFER TO PLANS FOR UNIT ORIENTATION: HORIZONTAL LEFT OR HORIZONTAL RIGHT.																
3. MAY PROVIDE EQUIVALENT EQUIPMENT FROM LENNIX OR TRANE.																
4. PROVIDE CO2 SENSOR FOR OSA CONTROL.																
5. PROVIDE DISTECH CONTROLS AND NEW CONTROL WIRING AS NEEDED.																

NOTES:

- SIZE AND INSTALL HARD DRAWN COPPER REFRIGERANT LINES PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE CONCRETE HOUSEKEEPING PAD AND SNOW LEGS TO ELEVATE UNIT 18" ABOVE GRADE. LOCATE SO THAT SNOW AND ICE DO NOT FALL FROM ROOF ON UNIT.
- PROVIDE 2" MERV-11 FILTERS, PROGRAMMABLE THERMOSTAT, DRAIN PAN WITH CONDENSATE PUMP AND OVERFLOW SWITCH INTERLOCKED FOR UNIT SHUTDOWN: RECTORSEAL SAFE-T-SWITCH S52 OR EQUAL. REFER TO PLANS FOR UNIT ORIENTATION: HORIZONTAL LEFT OR HORIZONTAL RIGHT.
- MAY PROVIDE EQUIVALENT EQUIPMENT FROM LENNOX OR TRANE.
- PROVIDE CO2 SENSOR FOR OSA CONTROL.
- PROVIDE DISTECH CONTROLS AND NEW CONTROL WIRING AS NEEDED.

VENTILATION REQUIREMENTS												
TAG	SERVING	PEOPLE	@	CFM/PERSON	+	AREA	@	CFM/SQ.FT.	/	Ez	=	CFM OSA REQUIRED
FC-1	LIVING, DINING, EXER.	16	@	7.5	+	1042	@	0.18	/	0.8	=	384
FC-2	NW EXPOSURE	4	@	5	+	922	@	0.06	/	0.8	=	94
FC-3	SW EXPOSURE	4	@	5	+	648	@	0.06	/	0.8	=	74
FC-4	NE EXPOSURE	9	@	5	+	814	@	0.06	/	0.8	=	117
FC-5	SE EXPOSURE	17	@	5	+	1116	@	0.06	/	0.8	=	190
FC-6	WEST EXPOSURE	7	@	5	+	898	@	0.06	/	0.8	=	111
FC-7	EAST EXPOSURE	5	@	5	+	1349	@	0.06	/	0.8	=	132

AIR DISTRIBUTION			
MARK	TYPE	MAKE & MODEL	REMARKS
RG-1	RETURN	TITUS 350ZRL	LOUVERED RETURN, MATCH FRAME TO CEILING TYPE, SIZE AS INDICATED
SD-1	SUPPLY	TITUS MCD	MODULAR CORE DIFFUSER, MATCH FRAME TO CEILING TYPE, NECK SIZE AS INDICATED
NOTES:			
1. MAY PROVIDE EQUIVALENT EQUIPMENT FROM NAILOR, PRICE, SHOEMAKER.			



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DESCHUTES RECOVERY CENTER
20370 POE SHOLES ROAD
BEND, OREGON

△ REVISION SCHEDULE

PERMIT SET 06/27/2024

JOB NUMBER: 20240266

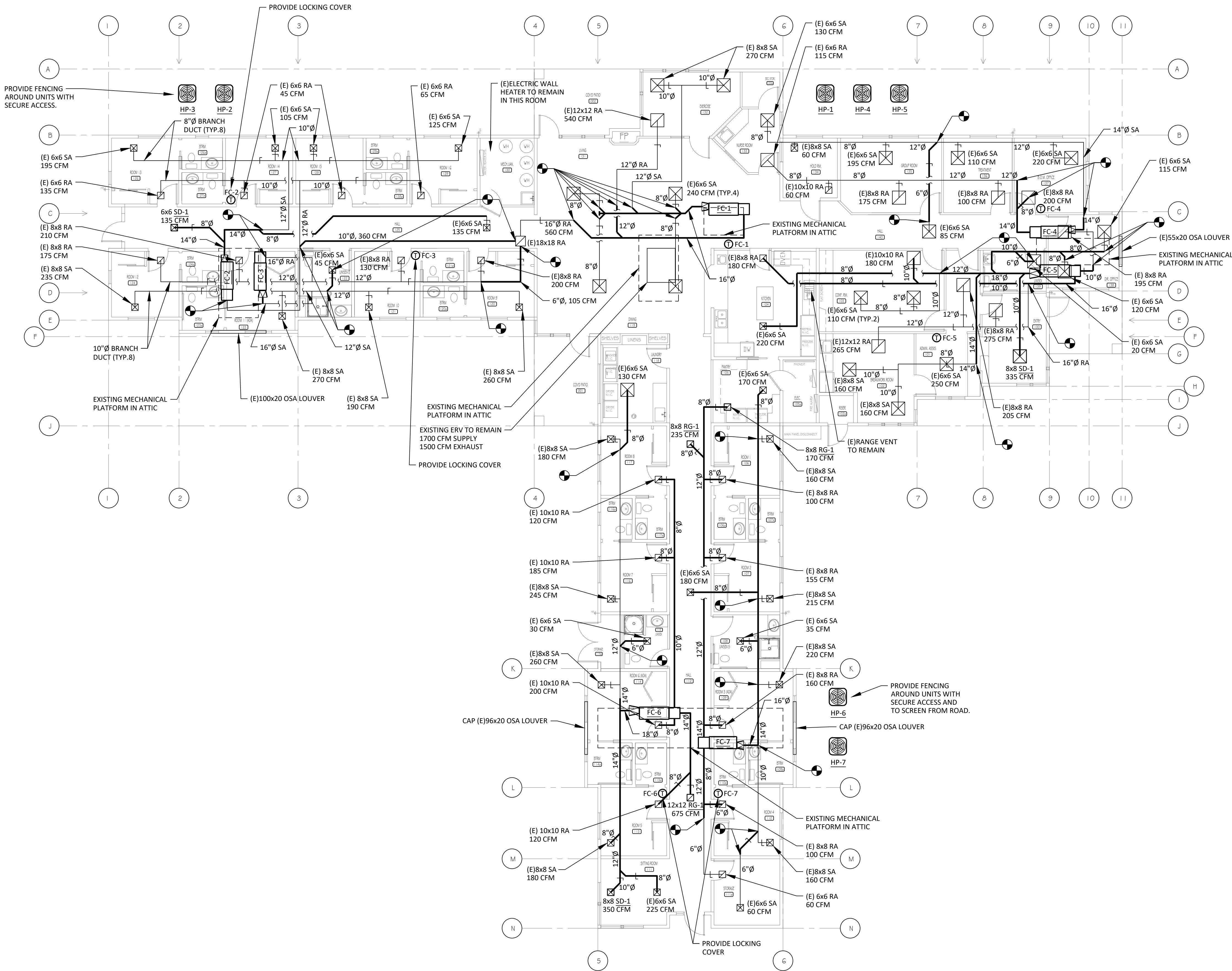
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MECHANICAL
SCHEDULES

SHEET NUMBER

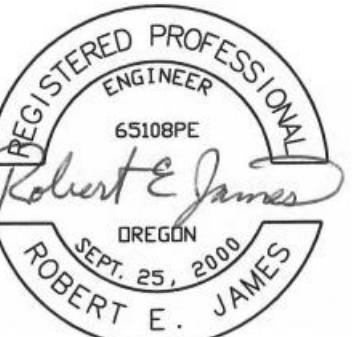
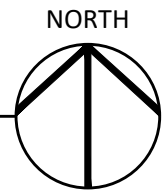
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1
M201

MECHANICAL PLAN - SA & RA
1/8"=1'-0"



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DESCHUTES RECOVERY CENTER
20370 POE SHOLES ROAD
BEND, OREGON

REVISION SCHEDULE

PERMIT SET 06/27/2024

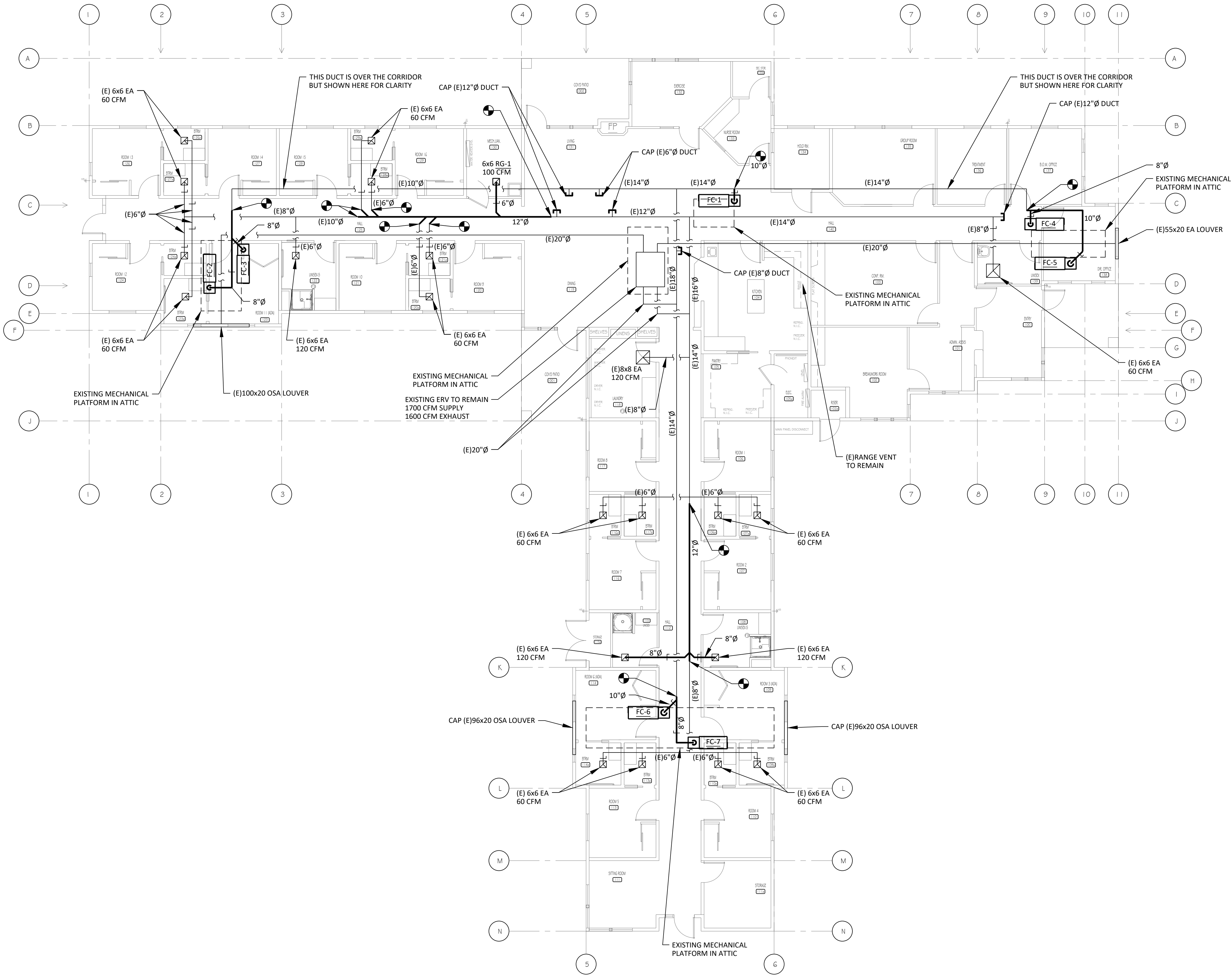
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SHEET TITLE

MECHANICAL
PLAN - SA & RA

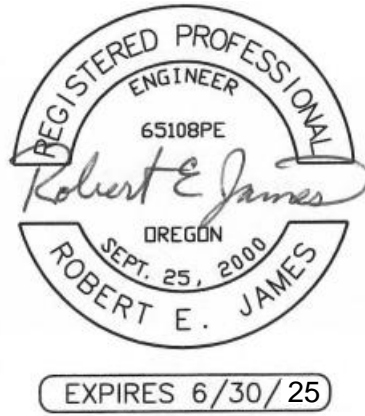
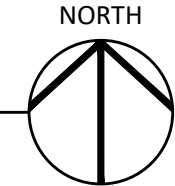
SHEET NUMBER

M201



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M202

MECHANICAL PLAN - OSA & EA
1/8"=1'-0"



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DESCHUTES RECOVERY CENTER
20370 POE SHOLES ROAD
BEND, OREGON

△ REVISION SCHEDULE	
PERMIT SET	06/27/2024
JOB NUMBER:	20240266
SHEET TITLE	
MECHANICAL PLAN - OSA & EA	
SHEET NUMBER	
M202	

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- SHEET KEYNOTES**
- ROUTE CONDENSATE TO LAVATORY TAILPIECE WITH AIR GAP FITTING.
 - PROVIDE NEW 1/2" TRAP PRIMER TO EXISTING MECHANICAL ROOM FLOOR DRAIN. TIE INTO EXISTING CW AT MOP SERVICE BASIN. FIELD VERIFY EXISTING ROUTING AND TIE-IN WITH EXISTING CONDITIONS. PROVIDE PRESSURE DROP ACTIVATED TRAP PRIMER MIFAB MR-500-NPB OR EQUIVALENT.

- GENERAL SHEET NOTES**
- FIELD VERIFY EXACT ROUTING OF CONDENSATE. COORDINATE WITH OTHER DISCIPLINES AND EXISTING CONDITIONS.
 - CONDENSATE PIPING TO BE PVC AND GRAVITY SLOPED AT 1/8" PER FOOT, TYPICAL.
 - COMBINE CONDENSATE FROM FAN COIL AND OVERFLOW PAN AT UNIT INTO A 3/4" LINE.

REGISTERED PROFESSIONAL ENGINEER
65108P.E.
Robert E. James
OREGON
SEPT. 25, 2008
ROBERT E. JAMES

EXPIRES 6/30/25

COLEBREIT

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DESCHUTES RECOVERY CENTER

20370 POE SHOLES ROAD
BEND, OREGON

REVISION SCHEDULE

PERMIT SET	06/27/2024
JOB NUMBER:	20240266
SHEET TITLE	PLUMBING PLAN
SHEET NUMBER	P201

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 20__-**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the _____ Department (County) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on _____, _____, whichever date occurs first. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? ☐ Yes ☐ No

Business Designation (check one):

☐ Sole Proprietorship

☐ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☐ Other, describe _____

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$50,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$50,000 but less than \$250,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF _____

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County
Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.

- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.

- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
https://deschutescounty.municipalcodeonline.com/book?type=ordinances#name=2.37.150_Standard_Contract_Provisions To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to

act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. 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 obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*

Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a.
- b.

2. County Services. County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

3. Consideration.

- a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
☐ **YES** ☐ **NO** [Check one]

4. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$_____.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name: _____

Workers Compensation Insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit

Annual Aggregate limit

☐ \$1,000,000

☐ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed or the facts underlying County's claim could reasonably have been discovered, whichever is later.

☐ Required by County

☐ Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

☐ \$1,000,000

☐ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

☐ Required by County

☐ Not required by County (One box must be checked)

Claims Made Policy

☐ Approved by County

☐ Not Approved by County

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

☐ Personal Auto

☐ \$1,000,000

☐ \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors.

A personal automobile policy of no less than the minimum insurance requirements set by the State of Oregon (ORS 806.070) will be accepted if a contractor is a sole proprietor and does not own vehicles registered to the business.

☐ Required by County ☐ Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- ____ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ____ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- ____ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- ____ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- ____ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature

Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Contractor Signature

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason
(check the appropriate box):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ - ____
Expense Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
 - c. Lodging.
 - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
 - d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date