



Request for Proposals for A/E Services Gray Courthouse Improvements

Issued: March 19, 2025

Pre-Proposal Meeting: No pre-proposal meeting will be held.

Proposal Questions Due: Tuesday, April 1, 2025 @ 5 p.m.

Proposals Due: **Tuesday, April 15, 2025 @ 2 p.m.**
Proposals received after the deadline will not be considered.

Potential Interviews: Thursday, May 1, 2025

Submit Proposal Questions to Construction Manager: Eric Nielsen, Capital Improvement Manager
Deschutes County Facilities Department
eric.nielsen@deschutes.org
(541)-330-8252
Proposers shall not contact County Personnel except as allowed in RFP.

Submit Proposal to:	<u>Mailing:</u> Deschutes County Facilities ATTN: Eric Nielsen P.O. Box 6005 Bend OR, 97708-6005	<u>Physical Drop-Off Address:</u> Deschutes County Facilities ATTN: Eric Nielsen 14 NW Kearney Avenue Bend, OR, 97703 (Open Monday – Friday 8-12, 1-4)
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All times listed above are Pacific Standard Time.

PUBLISHED:
DAILY JOURNAL OF COMMERCE: March 19 and 21, 2025

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2. Introduction

2.1 Announcement of Request for Proposals

Deschutes County will receive sealed proposals for Architectural Services as described within this Request for Proposals. The purpose of this RFP is to select one A/E team for design and construction of improvements at the Gray Courthouse building located at 1164 NW Bond Street in Bend, Oregon. See section 3 for Description of Services. The estimated project cost range is \$2.75m - \$3m. The Owner intends to provide construction management services throughout the design and construction of the project.

2.2 Authority and Method

Deschutes County is issuing this RFP in accordance with DCC 2.37 and pursuant to ORS 279C.110 and applicable provisions of OAR 137-048-0220(2), Formal Selection Procedure for A/E Services. All Proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid proposal by any Proposer shall constitute admission of such knowledge on the part of such Proposer.

2.3 RFP Availability

This RFP is available electronically through Deschutes.org/rfps. Future notices regarding this solicitation, including solicitation addendum/a, will be posted to Deschutes.org/rfps.

3. Description of Services

3.1 Proposed Project Schedule

Design	May 2025 – September 2025
Building Permit	October 2025 – March 2026
Bidding	March 2026
Construction	May 2026 – October 2027

3.2 Purpose and Program Elements

The purpose of this RFP is to select one A/E Team for design and construction improvements at the Gray Courthouse building (the “Project”) with the following program elements:

- 1) Accessibility and drainage improvements to the parking lot identified in the site plan, attached as **Exhibit 1**.
- 2) Tenant improvement based on the Level 1 and Level 2 “Preferred Design Option” floor plans attached as **Exhibit 2**, flooring replacement throughout the building, LED upgrade to interior and exterior lighting, and rooftop mechanical unit replacement at the basement mechanical room. Complete programming documents will be provided to the successful proposer.
- 3) Recommended seismic upgrades in the Structural Evaluation Report, attached as **Exhibit 3**. The complete report with analysis will be provided to the successful proposer.
- 4) Building envelope condition assessment, recommendations, and design documents for repairs.
- 5) Roofing removal and replacement. Architect to include roofing replacement documents provided by County into construction, bidding and permitting documents.
- 6) Construction cost estimates during the design phase.

Deschutes County intends to execute a contract for services outlined in this solicitation and reserves the right to contract for continued and/or additional services with the same successful Proposer depending on performance and at the County’s sole discretion. This may lead to the A/E team producing drawings and specifications for construction, then performing construction administration services for additional tenant improvement scope in the Gray Courthouse and in additional space occupied by the DA’s Office affected by the Project in nearby buildings, improvements to or replacement of the elevated walkway connecting to the Main Courthouse building, security and access control, and site improvements.

The Successful Proposer will be responsible for working closely with the County’s Executives and the Construction Manager to accomplish the Project objectives throughout design and construction administration. The Successful Proposer will be expected to prepare and attend public presentations and to provide Project update information throughout design and construction for the benefit of the public.

Deschutes County will show preference to Proposers that demonstrate successful experience in the design of public facilities, tenant improvements to occupied buildings, seismic upgrades, building envelope condition assessments and repairs, and work with government agencies. Design Teams may be comprised of local, regional, and/or national firms, but should be prepared to conduct on-site design meetings with stakeholders and provide excellent on-site construction administration services.

3.3 Scope of Services - Mandatory

The County is requesting architectural services for the design and construction of the Project. Those services include programming confirmation, schematic design, design development, construction documents, bidding and permitting, construction cost estimating, construction administration, and project closeout.

4. RFP Procedures

4.1 Questions and Clarifications

Proposers may request additional information or clarifications by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested information or clarification. Questions shall be presented via email to the Construction Manager listed on the **Cover Page** and must be received by date and time stated on the Cover Page.

Responses to questions and suggestions will be compiled and collectively addressed in addendum format on **Deschutes.org/rfps**. Proposers must provide written acknowledgement of Addenda on **ATTACHMENT A**. The apparent silence of the RFP documents regarding any detail, or the apparent omission from the RFP of a detailed description concerning any point, means that only the best commercial or professional practice, material, or workmanship is to be used.

4.2 Addendum

Deschutes County reserves the right to make changes to the RFP. Changes will be made only by written addendum. Statements made by Deschutes County's representatives are not binding unless issued by written addendum. Deschutes County may issue an addendum to modify or add to the terms of the RFP, or to change the time or date for submission of proposals. Any such addendum will be posted to and may be downloaded from **Deschutes.org/rfps** where the RFP is posted. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; Deschutes County is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addendum issued must be included in the proposals received and will become part of any resulting contract.

4.3 RFP Protest and Request for Change

In accordance with OAR 137-048-0240(1), proposers may submit a written protest of anything contained in this RFP and may request a change to any provision, specification, or contract term contained in this RFP. Should vendors feel that any specification limits competition, they are encouraged to follow through with their protest as outlined. Any protest must indicate in detail the reason(s) for the protest and/or suggested change in wording or specifications that would remedy the cause for protest. All protests must be received by the Construction Manager at the address listed in this RFP by 2:00 p.m., no later than seven (7) calendar days prior to the due date for proposals. Any protest or request for change that is submitted after this deadline will not be considered.

Those protests/requests for change deemed to have merit will be given consideration and, where applicable, a change in specifications or a delay in the opening may be granted only by the release of a written addendum by Deschutes County. Those complaints not deemed worthy of changing said specifications or delaying said opening will be given consideration, and the individual or company will be notified as to the reason.

5. Preparation and Submission of Proposals

5.1 Proposal Preparation

All costs incurred in preparing and submitting a Proposal or in negotiating and signing a Contract shall be the sole responsibility of the Proposer. Any due diligence conducted by a Proposer is at the Proposer's expense.

5.2 Proposal Confidentiality

Deschutes County considers Proposals submitted in response to this RFP to be submitted in confidence only until the County's evaluation is complete and Deschutes County has acted on the notice of Intent to Award.

Be advised that proposals and all documents submitted in response to this Request for Proposals are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal 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 proposals.

5.3 Proposal Submission

Proposals must be received by the time and date stated for receipt on the **Cover Sheet**. To be considered, proposals must be submitted in the form and manner stated in this RFP. By submitting a proposal, a proposer acknowledges that the proposer has read and understands the terms and conditions applicable to this RFP and accepts and agrees to be bound by the terms and conditions of the contract, including the obligation to perform the scope of work and meet the program timeline.

5.4 Correction, Withdrawal, and Late Submissions

A proposer may withdraw its proposal at any time prior to the deadline set for receipt of proposals, by email to the person identified for receipt of proposals and may submit a new proposal in the manner stated in the RFP. Deschutes County will not consider proposals received after the time and date indicated for receipt of proposals. A proposer may not modify its proposal after it has been deposited with Deschutes County, other than to address minor informalities, unless the proposal is withdrawn and resubmitted as described above.

5.5 Proposal Ownership

All documents, reports, submittals, working papers or other material submitted to Deschutes County from Proposers shall become the sole and exclusive property of Deschutes County, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the Proposers. Proposers shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to Deschutes County as a result of this solicitation.

5.6 Rejection of Proposals

Deschutes County reserves all rights regarding this solicitation including, but not limited to, the right to:

- (a) Award a contract in part.
- (b) Reject any or all proposals in whole or in part.
- (c) Waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of the County will be served.

Deschutes County may reject any proposal not in compliance with the proposal procedures set forth in this RFP or Oregon law and may reject for good cause any and all proposals upon Deschutes County's finding that it is in the public interest to do so.

5.7 Cancellation

Deschutes County reserves the right to cancel this solicitation any time before execution of a resulting Contract by both parties as permitted by the Model Rules or County policy if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of this solicitation.

6. Opening of Proposals

6.1 Proposals Held Until Time for Opening

A public proposal opening will not be held. Deschutes County will not examine any proposal prior to the time stated for opening. The Construction Manager may, as time allows, verify that a response document(s) attached to a submission was received intact, and may, but is not required to, notify a proposer that a submission was received in an incomplete or defective form.

6.2 Proposal Period of Irrevocability

Proposals shall be offers that are irrevocable for a period of ninety (90) calendar days after the date Proposals are due.

6.3 Late Submissions

Any proposal or modification received after the designated deadline will not be opened or considered.

6.4 Inspection of Proposals Submitted

In accordance with ORS 279C.107, the proposals submitted will be open to public inspection immediately after the issuance of notice of intent to award, except for any information covered by an exemption to disclosure under Oregon Public Records Law.

7. Required Elements of Proposals

7.1 Proposal Format

The proposal submitted must comply with the following:

- 1) Provide one (1) original copy of their proposal and all attachments, to be labeled “original” and contain all required signatures.
- 2) Provide three (3) additional copies of the proposal
- 3) Email one (1) electronic proposal to eric.nielsen@deschutes.org
- 4) Responses to be in the order and numbering requested
- 5) Contain primary text and headings in not less than 11 point type (with smaller text acceptable in notes, graphs, requested tables, and images) and
- 6) Be limited to **15 single-sided pages**, nominal 8.5” x 11” size. Pages used for a cover letter (which may not exceed two pages, section dividers, resumes, exceptions, and Attachments A – D are not included within the page limit.

7.2 Responsiveness

A responsive proposal is one that conforms in all-material aspects of the RFP and Deschutes County may disqualify nonresponsive proposers from further evaluation. Proposals will be reviewed by the Construction Manager for responsiveness to the minimum requirements established by the RFP, which include at a minimum, but are not limited to:

- ☐ Responses to each of the required items stated under “Required Responses” in the following section
- ☐ Attachment A – Proposer Certification and Representations form
- ☐ Attachment B – Business Entity Certification Statement
- ☐ Attachment C – Affidavit of Non-Collusion
- ☐ Attachment D – Financial Resources
- ☐ A statement of exceptions taken to the requirements of this RFP, if any.
- ☐ Compliance with the procedures and requirements set out in the RFP, Oregon Administrative Rules Chapter 137, Divisions 46 through 49, and Oregon Public Contracting Law.

7.3 Required Responses

- 1) **Cover Letter.** The cover letter should indicate the proposer's understanding of the services to be performed and be signed by a person authorized to bind the proposer to a contract with Deschutes County.
- 2) **Organization and Project Team.** Include a brief summary of the proposer's organization, describing its ability, knowledge, and experience performing architectural and engineering services for public agency capital projects as a team. Include information regarding the firm's principals, size, and business location(s); experience levels as they relate to the work of this RFP; number of years in business; and what makes the firm stand out among its competitors.
- 3) **Staffing.** Identify the proposed project team and their roles in carrying out the proposed scope of services. For each key person provide relevant experience, available capacity, and the proportion of time they would spend on the project.
- 4) **Experience.** Provide at least three and not more than four specific examples of providing similar, relevant services for local agency capital projects in the last 5 years that best demonstrate the proposer's ability to accomplish this project. Each project example should list the key personnel involved, their roles in the project, and demonstrate the proposer's ability to meet deadlines, submit accurate construction cost estimates, produce high-quality work within the project budget, manage cost controls, and perform contract administration. With each project provide a client reference with contact information who is familiar with the project.
- 5) **Local Knowledge.** Proximity of the project team to the site and knowledge of the locality, authority having jurisdiction, and the design and construction limitations of the site and Central Oregon area.
- 6) **Approach.** Describe the proposer's experience providing similar services for local agency capital projects delivered under the design-bid-build method and describe any specific strategies the firm has employed to increase the opportunity for success. Detail the proposer's general approach to project management for this Project and the tools to be used through each project phase, including providing complete and accurate documents for permitting and bidding. Describe the proposer's approach to communications and document management, including communications between the design team, owner, contractors, and other agencies.

7.4 Mistakes in Proposals

Mistakes discovered after opening where the intended correct statement is clearly evident or properly substantiated may be corrected. Where the intended correct statement is not clearly evident or cannot be substantiated by accompanying documents, and where the statement is material to determining compliance with the minimum requirements of the RFP, the proposal may be rejected. County reserves the right to waive technical defects, discrepancies and minor irregularities, and to not award a contract when it finds such action to be in the public interest.

8. Selection Procedure and Award

8.1 Proposal Scoring

Proposals will be scored according to the following criteria:

	Evaluation Criteria	Points
1.	Cover Letter	Pass/Fail
2.	Organization and Project Team	15
3.	Staffing	25
4.	Experience	25
5.	Local Knowledge	15
6.	Approach	20
	Total Possible Points	100

8.2 Interviews

If Deschutes County is unable to determine the best proposal based upon the proposal scoring, Deschutes County may invite up to three proposers to present their proposals, in person, to the County. If interviews are held, the interview date, time, location, and scoring criteria will be emailed to those invited to interview. Deschutes County will score such interviews based upon consistency with statements made in the proposal, the responsiveness of and coordination between members of the project team, and the quality of responses given to questions asked in the interview. Interviews will be conducted separately, and the evaluation committee will rank the interviewed proposers. Only the interview and resulting ranking will be considered in the final selection of the Architect.

8.3 Price Proposal and Fee Schedule

Proposers invited to interview shall prepare a "Price Proposal and Fee Schedule" based on the requirements below. This document shall be submitted in a separate, sealed envelope at the time of the interview. Failure to provide the completed schedule will result in the Proposer being found non-responsive.

Once a top ranked Proposer has been identified, the submitted sealed "Price Proposal and Fee Schedule" shall be opened and serve as a basis for final negotiations. Once the County successfully negotiates and awards a Contract, the sealed "Price Proposals and Fee Schedule" envelopes for the other unsuccessful interview Proposers shall be returned unopened. If the County is unsuccessful in negotiating a Contract with the top-ranked Proposer, the County will follow the same process to the next ranked Proposer.

Requirements:

- 1) Provide a schedule of hourly rates for the work of each individual or each labor classification.
- 2) Provide a reasonable estimate of hours required.
- 3) Provide a schedule of reimbursable expense rates.
- 4) Provide a reasonable estimate of reimbursable expenses.

Notes:

- This information is to be provided only by Proposers invited to interview.
- This information is intended to comply with the requirements of Oregon Revised Statute 279C.110.
- Proposer may withdraw from consideration if Proposer does not wish to provide a price proposal.
- Must be in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal.

8.4 Clarification of Responses

The County reserves the right to request additional clarification from a Proposer on any portion of a Proposal. Proposer may not submit new information or documentation, nor may a Proposer use a clarification to rehabilitate a non-responsive Proposal. Proposer's point of contact must be available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within two (2) business days after receiving the County's request. All requests for clarification and responses shall be provided to each evaluator. A Proposer's failure to provide clarification may result in a lower score for the proposal.

8.5 Notice of Intent to Award

Deschutes County will provide written notice of its intent to award to a given proposer at least seven (7) days before the award, unless Deschutes County determines that a shorter notice period is more practicable.

8.6 Protest of Notice of Intent to Award

In the event of an award to a single proposer, the County shall provide to all proposers a copy of the selection notice that the County sent to the highest ranked proposer. A proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked proposer may submit a written protest of the selection to the County no later than seven (7) days after the date of the selection notice. Any protest must be in accordance with OAR 137-048-0240(2)(a).

Address protests to:
PROTEST OF AWARD OR DISQUALIFICATION TO DOCUMENT NO. 2025-171
ATTN: David Doyle
Deschutes County Legal Counsel
Deschutes Services Building
1300 NW Wall Street, 2nd Floor
Bend, OR 97703

Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications is not grounds for protest.

9. Contracting Information

9.1 Contract Form

The contract resulting from this RFP will be prepared based upon Deschutes County's standard contract form, unless otherwise specified. A copy of the contract for is included in this RFP as **Attachment E**.

9.2 Contract Negotiation

The County will initiate contract negotiations with the Responsive and Responsible Proposer with the highest scoring Proposal and interview, if held. The County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a Contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with the next highest scoring Responsive and Responsible Proposer. This process may continue until a contract agreement is reached.

9.3 Contract Award

Through this RFP process, the County is seeking to award one contract. Award, as determined by the County, to the Responsible Proposer whose Proposal the County determines is most advantageous to the County based on the evaluation process and evaluation factors described in this RFP. After the seven (7) calendar-day Notice of Intent to Award Contract protest period has expired and the County has resolved any or all protests, the County will proceed with the final award.

9.4 Contract Term

The contract term shall be the duration of the project subject to applicable ORS, OAR, and other rules.

9.5 Compensation and Method of Payment

The County shall pay for services based on a Lump Sum agreement. Payments for services and reimbursable expenses shall be made monthly, following County's review and approval of detailed invoices submitted by the A/E Service Provider and acceptance of the services or approval of reimbursable expenses by County.

9.6 Insurance Requirements

The successful Proposer awarded a Contract will be required to provide insurance as detailed in Exhibit 2 of **Attachment E – Deschutes County Services Contract**. Prior to the commencement of work, the selected proposer must provide, at its own expense, all required insurance stated therein from companies authorized to do business in the State of Oregon, and obtain County's approval of the limits, form, and amount.

9.7 Proposer Comments on Contract Form and Insurance Requirements

Any proposer may take exception to conditions in County's contract form or insurance requirements by including such exceptions and any proposed changes with the proposal submitted. County will consider any such proposed modification, reduction, or exclusions in determining proposal responsiveness or in scoring the proposal.

9.8 Sub-Consultants

Deschutes County reserves the right to request alternate Sub-consultants.

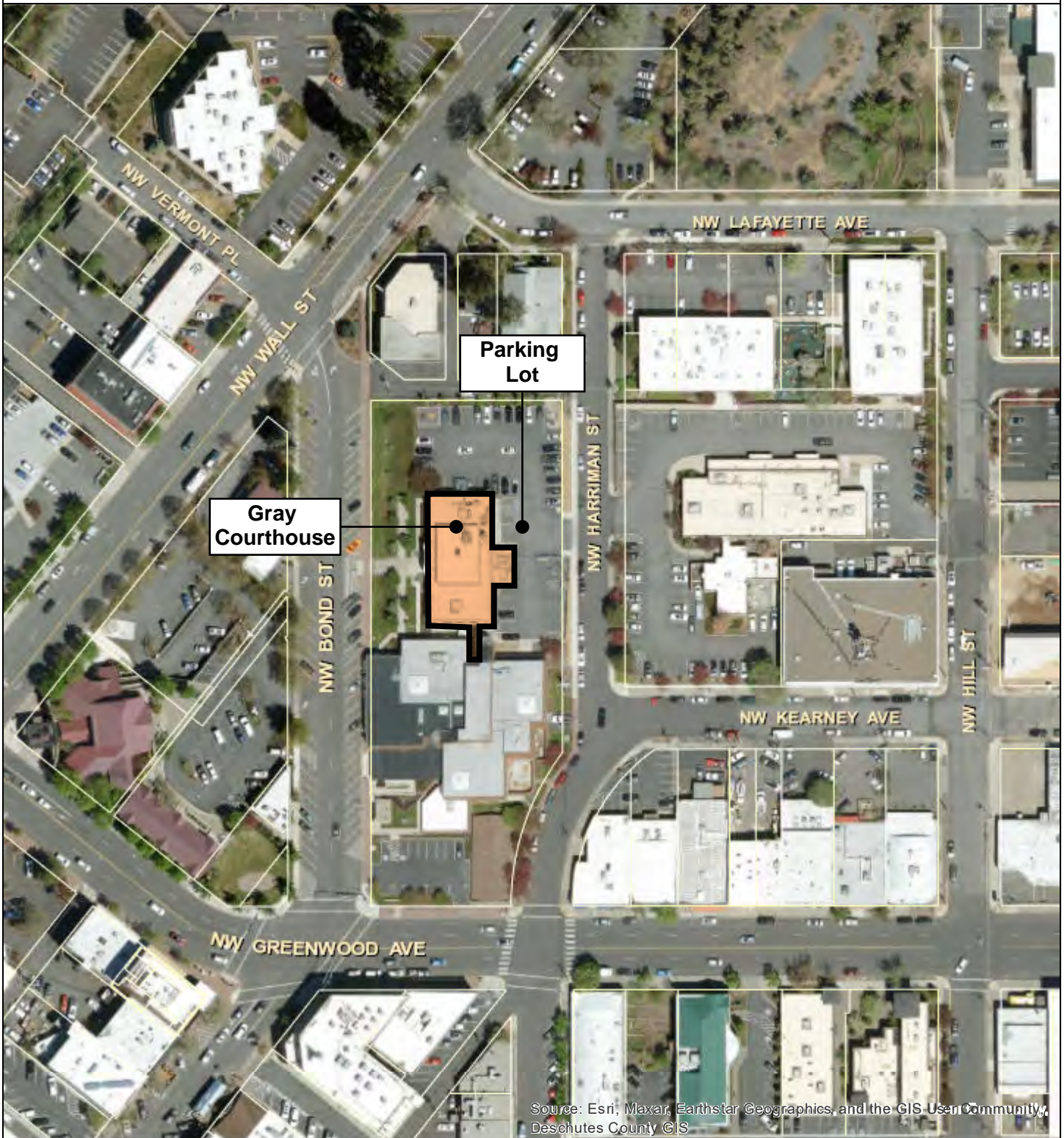
9.9 Incorporation

All representations made by a Proposer in response to this RFP, whether verbal or written, will be incorporated into any agreement between Deschutes County and the successful Proposer.

Deschutes County Gray Courthouse Improvements

Site Plan

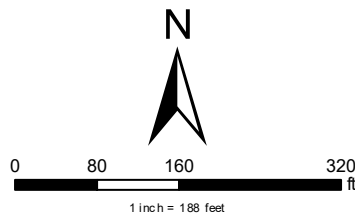
Document 2025-173
Exhibit 1



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Deschutes County GIS

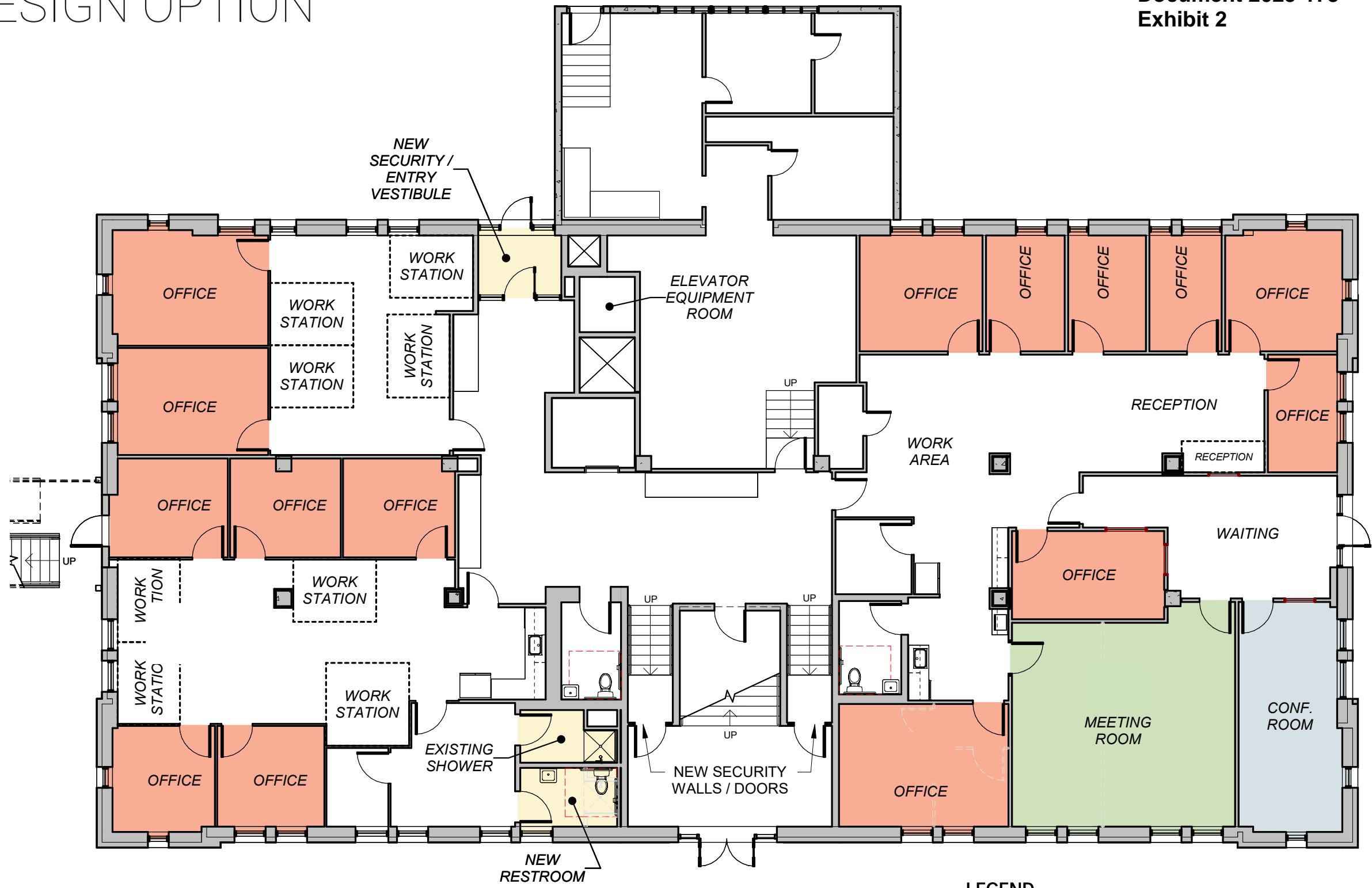


Date: 3/7/2025



PREFERRED DESIGN OPTION

Level 1



LEGEND

- CASEWORK
- OFFICE SPACE
- MEETING SPACE
- SUPPORT SPACE
- WAITING



Scale: 3/32" = 1'-0"



NOT FOR CONSTRUCTION

PREFERRED DESIGN OPTION

Level 2



LEGEND

- WORKSTATIONS
- OFFICE SPACE
- MEETING SPACE
- SUPPORT SPACE

Scale: 3/32" = 1'-0"

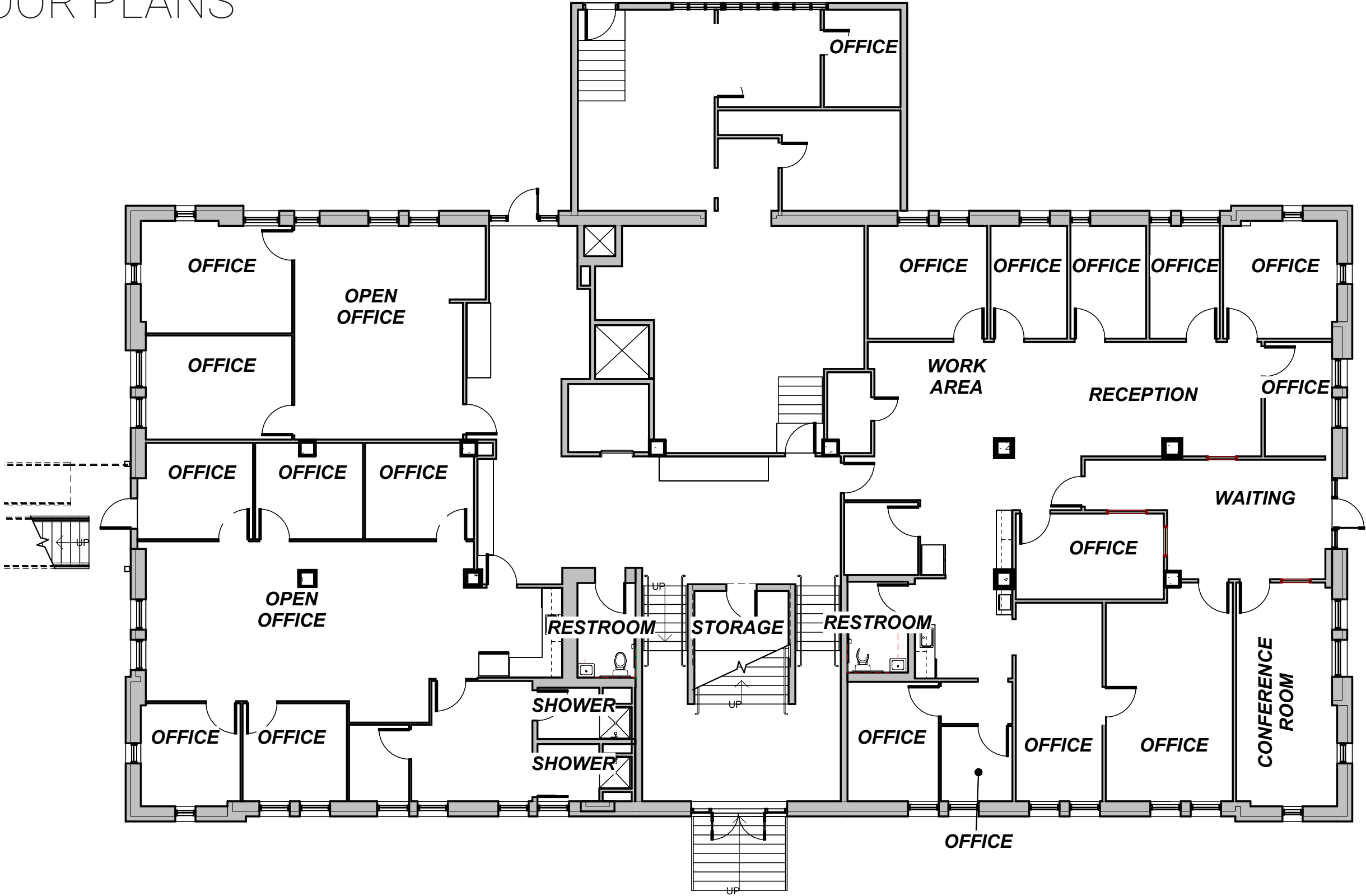


NOT FOR CONSTRUCTION



EXISTING FLOOR PLANS

Level 1

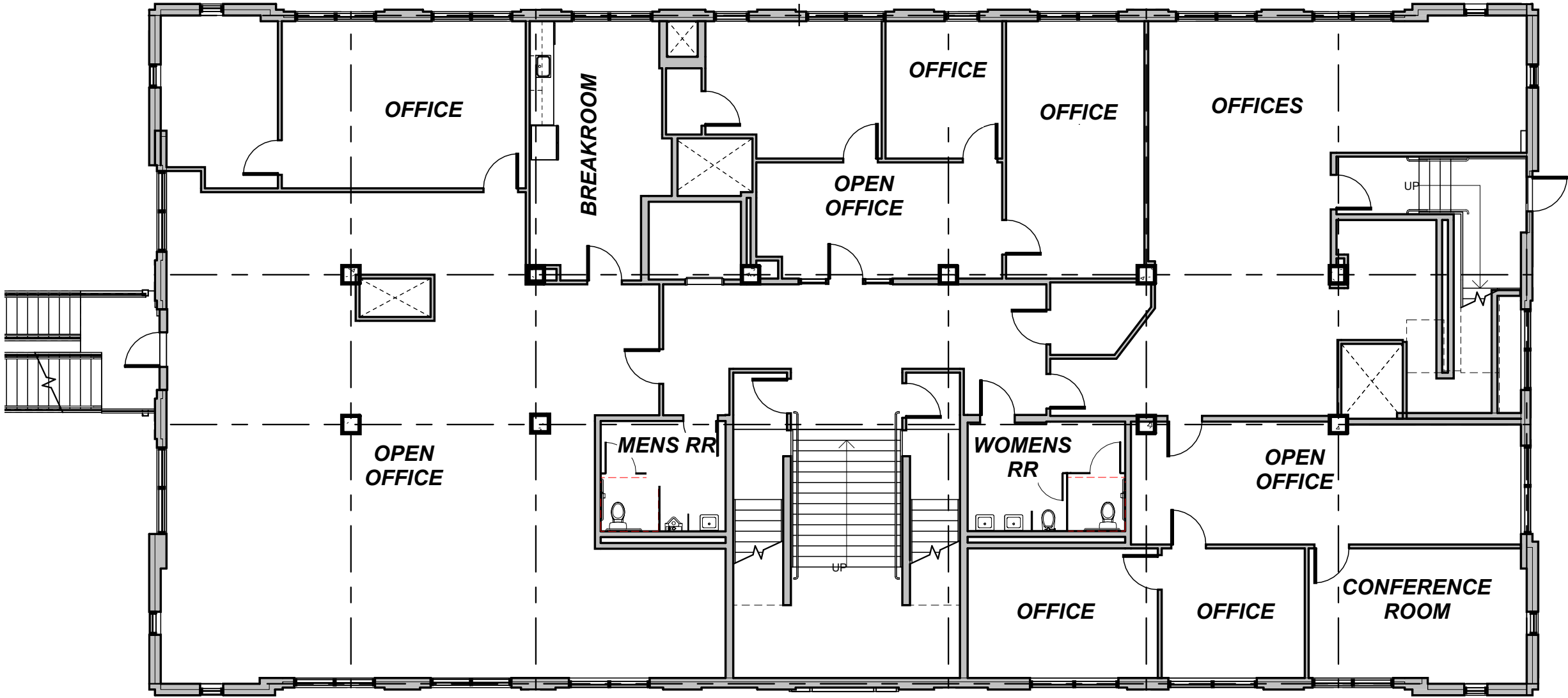


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EXISTING FLOOR PLANS

Level 2

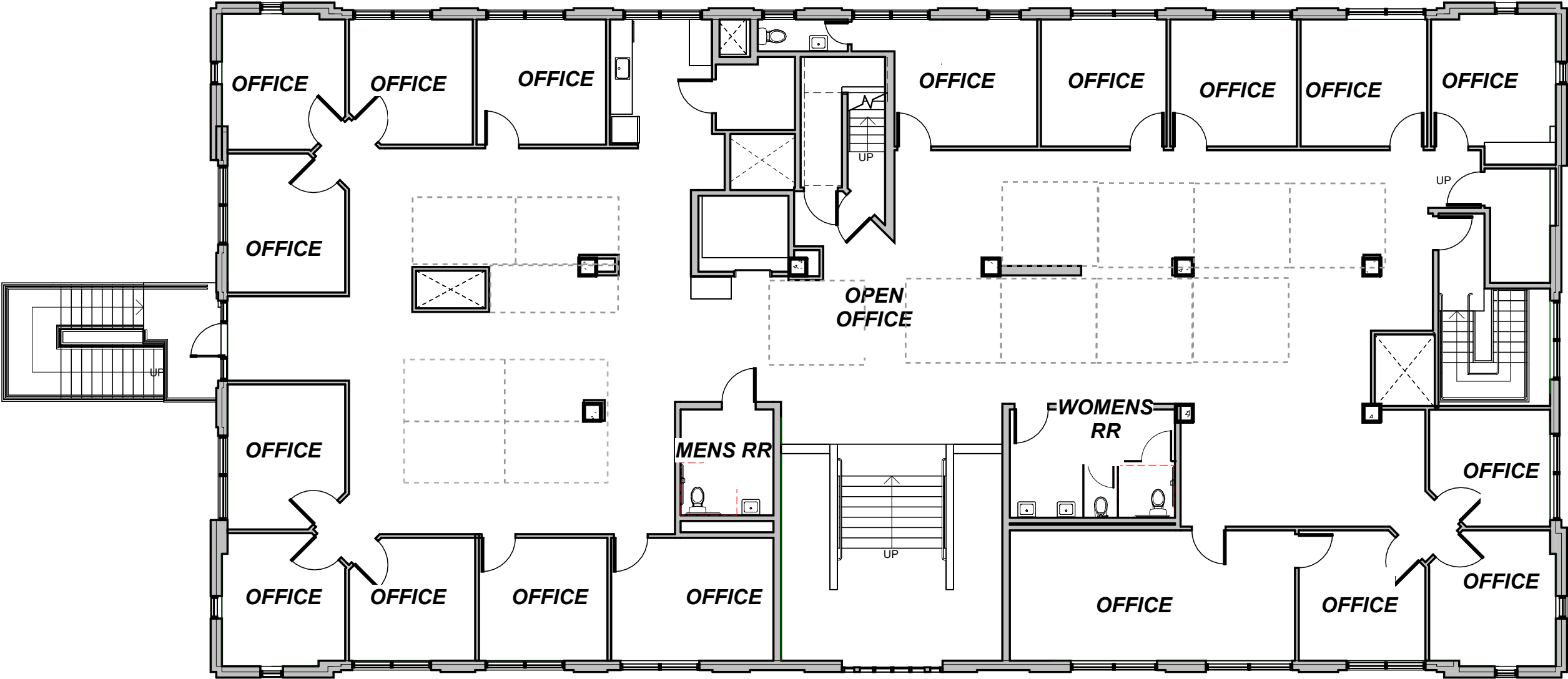


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EXISTING FLOOR PLANS

Level 3

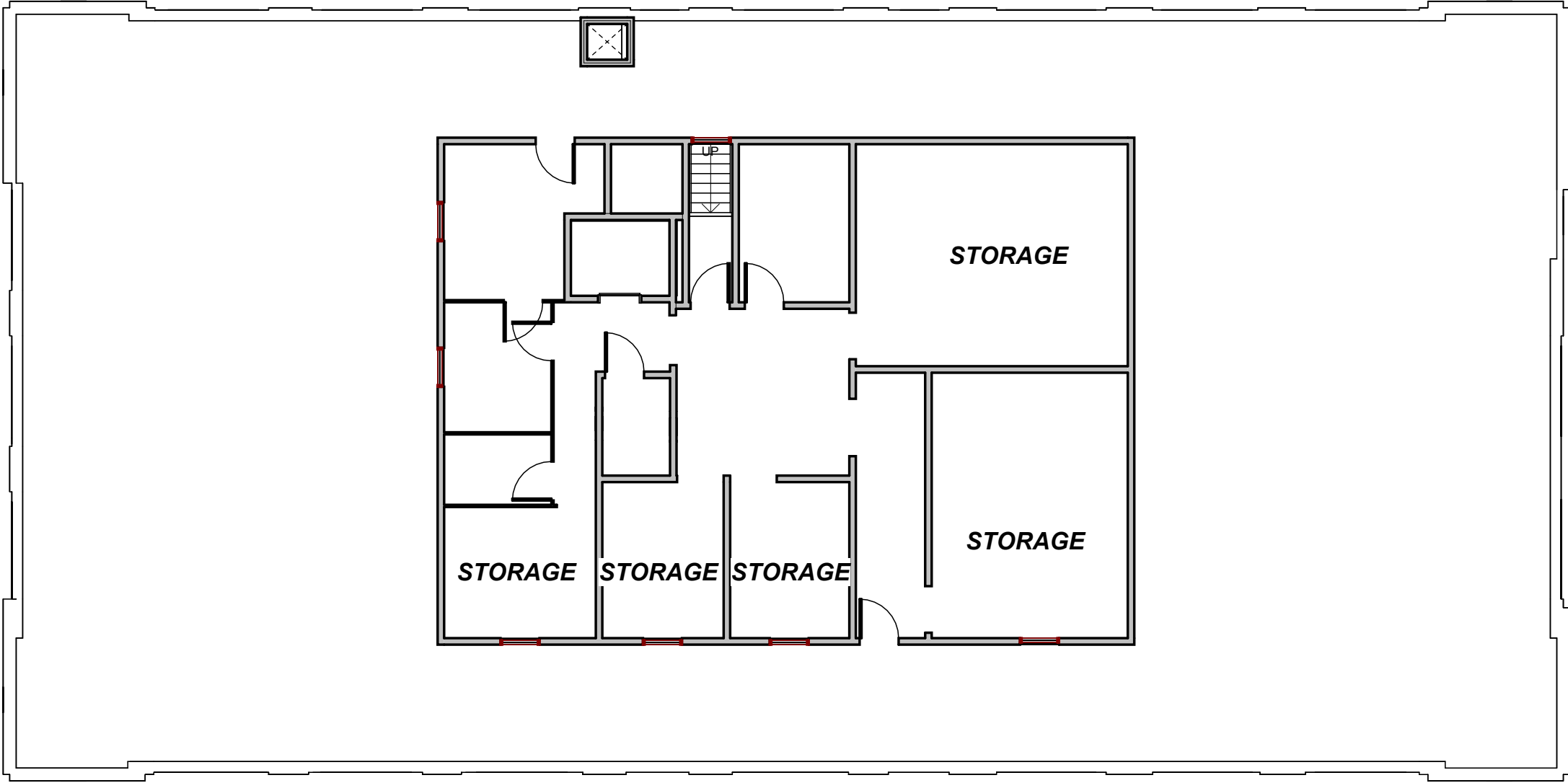


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EXISTING FLOOR PLANS

Level 4



Scale: 3/32" = 1'-0"



STRUCTURAL EVALUATION REPORT

- Abbreviated Report -

Deschutes County Courthouse,
Bend, OR

AV PROJECT NO. 21699



Image Courtesy of Google Earth

PREPARED FOR

Deschutes County

20 DECEMBER 2024

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APPENDICES

Appendix A: Structural Plan Views and Details

Appendix B: Seismic Life Safety Code Report per ASCE 41-13 (Tier 1 Analysis)

Appendix C: Schematic Design Structural Calculations

Not included in this abbreviated report.
Will be provided to successful proposer.

1. INTRODUCTION

This report summarizes the structural assessment performed on the existing Deschutes County "Gray Courthouse," located at 1164 NW Bond Street in Bend, Oregon and constructed circa 1940, along with an outline of the recommended structural improvements. The following report builds on the initial Seismic Life Safety report provided by Ashley & Vance Engineering in 2019 which included a Tier 1 analysis and associated Tier 1 Checklists, both included for reference here as Appendix B.

Deschutes County requested that Ashley & Vance Engineering provide a schematic design report for a seismic upgrade of the existing Deschutes County "Gray Courthouse" building. This report will determine the adequacy of the existing building and identify any deficiencies within the existing design to a BSE-1E Life Safety Performance Level. This report has not been prompted by any required upgrade and the report itself, as well as any suggested upgrades herein, are purely voluntary. The results of this report can help Deschutes County identify which potential upgrades would be cost effective should they decide to move forward with any future tenant improvements.

The existing three-story courthouse building includes a penthouse and a partially subterranean lower level. The structure is composed of concrete slabs and beams at each level that are supported on concrete columns. The lateral system for the building is concrete shear walls that are mostly located at the building perimeter with some interior walls. The schematic design analysis of the existing courthouse building was performed based on plans provided to our office along with material testing results. The analysis was performed using the 2017 ASCE 41 document for Seismic Evaluation and Retrofit of Existing Buildings.

The following drawings were reviewed by Ashley & Vance Engineering:

- Original Construction Specifications
 - Dated: April 24, 1940
 - Architect: Truman E. Phillips, Architect
- 2005 Remodel
 - Dated February 03, 2005 with delta 5 revisions dated April 13, 2005
 - Architect: Steele Associates Architects
 - Structural Engineer: Froelich Consulting Engineers, Inc.
- Concrete Testing Dated April 10, 2024
 - Testing Agency: Wallace Group
- Concrete Testing Dated September 19, 2024
 - Testing Agency: Wallace Group

CRITERIA	
Coordinates	44.0608, -121.3103
Elevation	3642 ft
Risk Category	II

ASHLEY & VANCE ENGINEERING, INC.

SUMMARY

Soil Type	D (Assumed)
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Table 2: Soils Design Criteria**BASIC PARAMETERS - 2022 OSSC (ASCE 7-16)**

Name	Value	Description
Ss	0.379	MCER ground motion (period=0.2s)
S1	0.197	MCER ground motion (period=1.0s)
Sms	0.567	Site-modified spectral acceleration value
Sm1	0.435	Site-modified spectral acceleration value
SDS	0.378	Numeric seismic design value at 0.2s SA
SD1	0.290	Numeric seismic design value at 1.0s SA

Table 3: Seismic Design Criteria - ASCE 7-16

Reference: ATC Hazards by Location

BASIC PARAMETERS - ASCE 41-17 (BSE-1E)

Name	Value	Description
Ss	0.103	MCER ground motion (period=0.2s)
S1	0.047	MCER ground motion (period=1.0s)
SXS	0.165	Site modified spectral response at 0.2s SA
SX1	0.113	Site modified spectral response at 1.0s SA

Table 4: Seismic Design Criteria - ASCE 41-17 (BSE-1E)

Reference: ATC Hazards by Location

3. FINDINGS & RECOMMENDATIONS

The lateral analysis of the existing concrete building was performed using ASCE 41-17 with a seismic hazard level of BSE-1E for a Life Safety performance level. This level of analysis meets the Basic Performance Objective for Existing Buildings (BPOE) according to ASCE 41-17, Table 2-1. The BSE-1E hazard level represents a seismic event that has a 20% probability of exceedance in 50 years. As a comparison, the base code design level is a 10% probability of exceedance in 50 years. This results in a reduced design seismic ground motion based on the criteria for analysis of existing buildings.

To better understand the existing conditions, core drilling at various locations throughout the building was permitted. Specifically, cores were located at basement level walls, mid-level walls, and at the stairwell leading up to the penthouse suite for a total of six sample cylinders. The distribution of the various samples helped to identify whether different pours during construction would have generated different strengths. This allowed us to use a knowledge factor of 1.0, as opposed to 0.75 per ASCE 41 section 7.5.2.2 which, in turn increased the existing member capacity for concrete in our analysis. The average cylinder strength was 2,971 psi.

In addition to determining the strength of the concrete, scanning was performed at the walls, columns, and floors in various locations at each level to better understand the reinforcement spacing in each element. With the equipment used, we were unable to accurately determine the size of the rebar at the exterior walls. In some cases, where interior "non-structural" walls were removed by saw cut, the ends of the bars were visible, and #4 bars were confirmed at those locations. At the time of this report, Deschutes County representatives chose not to locate and remove rebar from the existing structure for testing the strength of the reinforcing steel as it was considered too invasive. With the observed existing bar layouts, the building walls were analyzed for the BPOE level, as outlined below. The scans also revealed that the column reinforcement tie spacing does not conform with the standards of ASCE 41. Additionally, there are no confined boundary elements at the ends of concrete walls. These limitations are accounted for in the analysis of these members.

We performed a rigid diaphragm analysis to understand the load distribution to the existing concrete walls at each level. Then, the walls were each analyzed for their tributary loads. Per the scans, flexural capacity of the walls was determined using #4 bars spaced at 24" on center vertically with two #4 bars at the ends of each wall. The results indicate that there are two walls that are exceeding their assumed capacities while all other walls were found to be in conformance with the ASCE 41 code requirements. If the existing wall reinforcement is greater than #4 bars, the capacity of these walls will exceed the design load demands for the design loads. Based on this information and the number of existing walls, both at the perimeter and interior, the seismic risk is perceived to be low. **While beneficial, supplementing additional reinforcement in nonconforming walls is not required.**

In addition, the existing concrete columns were analyzed for incidental seismic loading. The analysis found that the column loads did not exceed the existing capacities based on the hazard level. As previously noted, the spacing of the existing column ties does not conform to the standards within ASCE 41. Though the analysis did not find that strengthening would be required, **Ashley & Vance Engineering recommends adding a Fiber Reinforced Polymer (FRP) wrap as a voluntary measure to provide a conforming confinement on the existing columns.**

APPENDIX A:
STRUCTURAL PLAN VIEWS & DETAILS

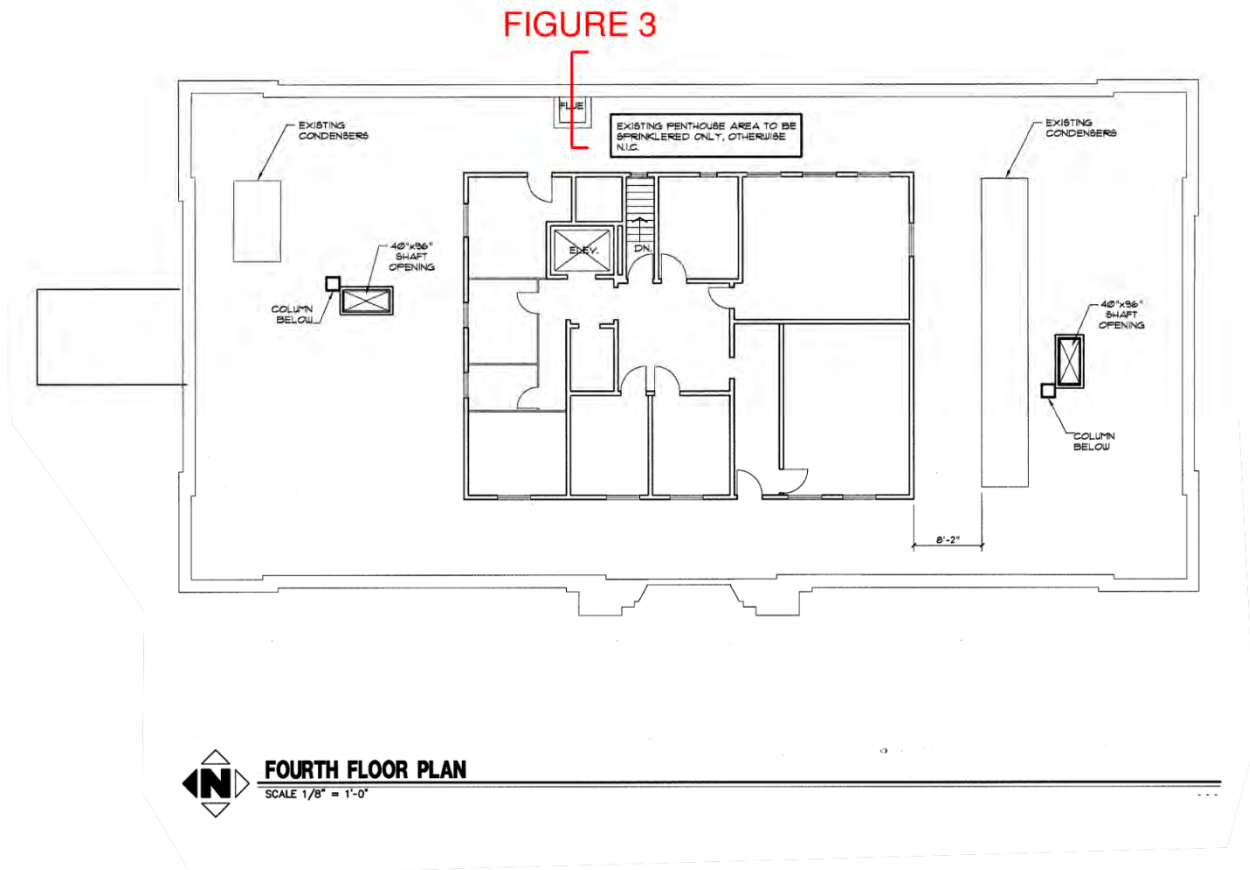


Figure 2: Existing Fourth Floor and Roof Framing Plan

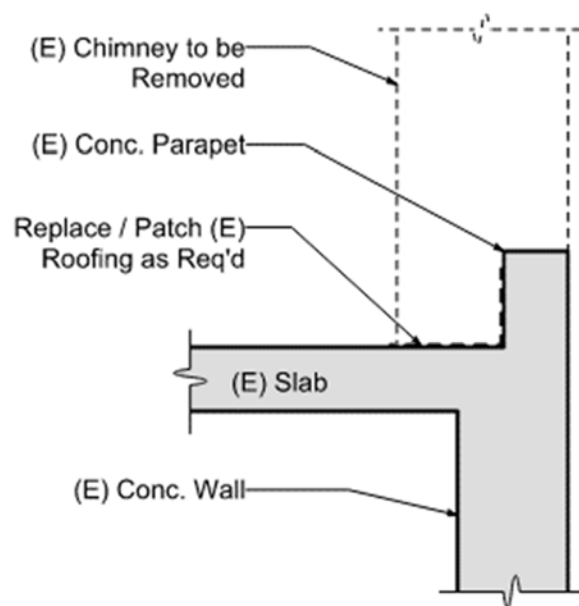


Figure 3: Chimney Removal Detail at Roof

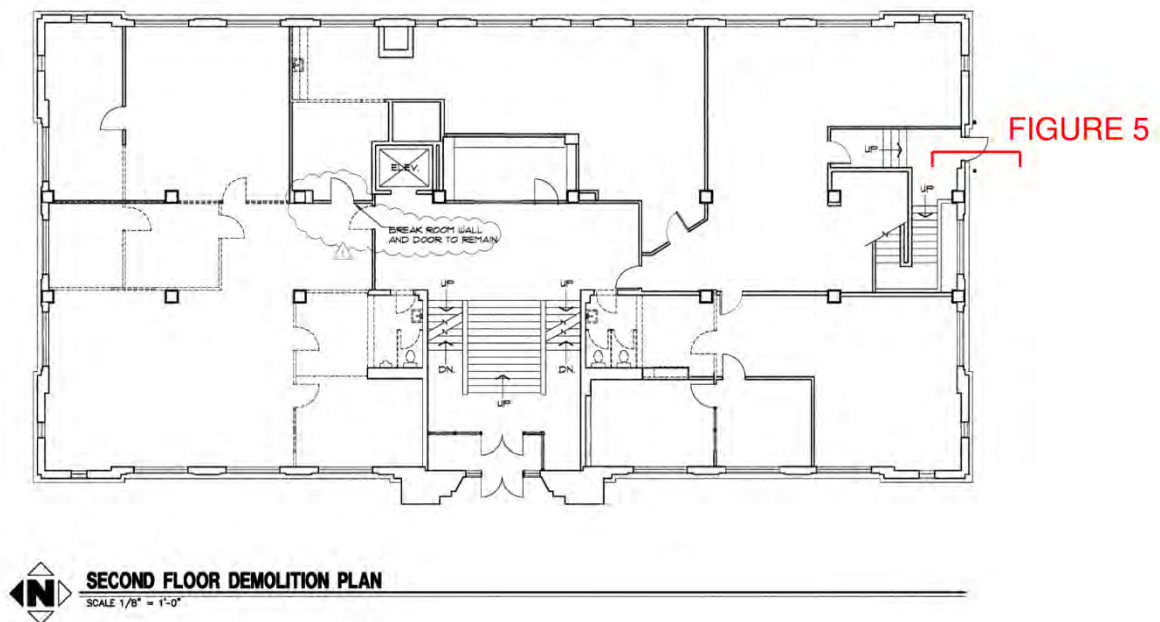
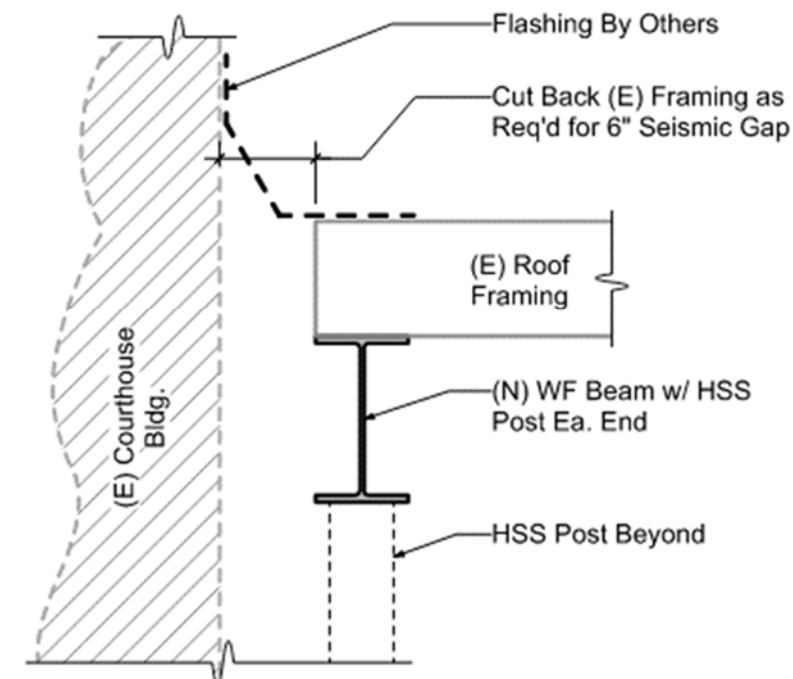
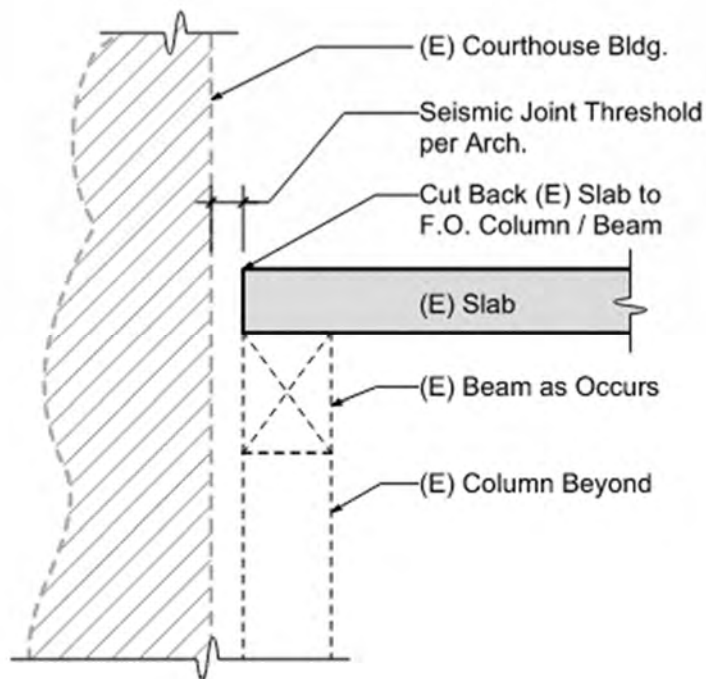


Figure 4: Existing Second Floor Plan



Condition at Roof



Condition at Floor

Figure 5: Seismic Gap Retrofit Detail at Elevated Pedestrian Skywalk

ATTACHMENT A
PROPOSER CERTIFICATIONS AND REPRESENTATIONS

FAILURE OF PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER.

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers, and agrees that this offer shall be irrevocable for at least NINETY (90) calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER FIRM NAME: _____

ADDRESS: _____

Telephone No.: _____

ASSURANCES

Proposer attests that:

- 1) The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process.
- 2) The information provided herein is true and accurate.
- 3) Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110.
- 4) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b).
- 5) Any false statement may disqualify this offer from further consideration or because of contract termination.
- 6) Proposer will notify Deschutes County within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
- 2) Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3) Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph two of this certification.

- 4) Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract.
- 5) Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract.
- 6) Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

CERTIFICATION REGARDING CONFLICT OF INTEREST

"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants, or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Deschutes County; or the Contractor's or Consultant's objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believe that neither it nor any of its principal participants and agents:

- 1) Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
- 2) Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest? I understand that based on the information provided by Proposer, Deschutes County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all the statements may not necessarily preclude Proposer from award of a contract under this procurement.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledge receipt of, consideration of, and agrees to be bound by addenda numbered _____ through _____ inclusive, and any additional addenda issued until the Notice to Proceed has been issued.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Printed Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

ATTACHMENT B
BUSINESS ENTITY CERTIFICATION STATEMENT

Contractor must complete section A or B.

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

Printed Name and 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 is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. 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**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

☐ B. I purchase commercial advertising, or I have business cards for my business, or I am a member of a trade association.

☐ C. My business telephone listing is separate from my personal residence telephone listing.

☐ D. I perform labor or services only under written contracts.

☐ E. Each year I perform labor or services for at least two different persons or entities.

☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Printed Name and Title

Date

ATTACHMENT C
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____(title) of _____(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- 1) The price(s) and amount, if any, of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer, except as disclosed on the attached appendix.
- 2) That neither the price(s) nor the amount, if any, of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- 4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- 5) _____(name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____(name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Deschutes County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Deschutes County of the true facts relating to the submission of proposals for this contract.

Authorized Signature

Printed Name

Position

Date

Name of Company

ATTACHMENT D
FINANCIAL RESOURCES

1. Has your firm ever been at any time in the last seven years the debtor in a bankruptcy case?

___ Yes ___ No If "yes" explain.

2. Does your firm have any outstanding judgments pending against it?

___ Yes ___ No If "yes" explain.

3. In the past seven years, has your firm been a party to litigation, arbitration, or mediation where the amount in dispute exceeded \$25,000?

___ Yes ___ No If "yes" explain.

4. In the past seven years, has your firm been a party to litigation, arbitration, or mediation on a matter related to payment to subcontractors or work performance on a contract? Check "yes" even if the matter proceeded to arbitration or mediation without court litigation.

___ Yes ___ No If "yes" explain.

5. Have you or any of your affiliates discontinued business operation with outstanding debts?

___ Yes ___ No If "yes" explain.

Authorized Signature

Printed Name

Position

Date

REVIEWED

LEGAL COUNSEL

Document 2025-173
Attachment E

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 Facilities 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__

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:

*

To County:

Deschutes County Facilities
Lee Randall, Director
PO Box 6005
Bend, Oregon 97708

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 based on progress against the approved Schedule of Values of the Project.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
☒ **YES** ☐ **NO**

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):

☐ NOT APPLICABLE

- Contractor is providing Workers' Compensation certificate.

☐ 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 fare 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.

DRAFT

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