



**INVITATION TO BID
FOR
CONSTRUCTION SERVICES
DC# 2025-880**

Solid Waste Admin Building HVAC Replacement

61050 SE 27th St. Bend Oregon 97702

Deschutes County
Bend, Oregon



Issued:

Sept 03, 2025

Bid Due Date:

Sept 25, 2025 2:00 p.m. PDT

DC 2025 - 880

Invitation to Bid

TABLE OF CONTENTS

Section 1	General Information
Section 2	Authority, Requirements, and Scope of Work
Section 3	Award & Contract Requirements
Section 4	Additional Information

Attachments:

Attachment A: Lump Sum Bid Form

Attachment B: First-Tier Subcontractor Disclosure Form

Attachment C: Bid Bond Form

Attachment D: BOLI Acknowledgement Letter

Attachment E: Deschutes County Services Contract & General Conditions to the Contract

Attachment F: Deschutes County Sheriff's Office Personal Inquiry Waiver & Release

Solicitation Documents:

Exhibit 1: M101 HVAC Schedules

Exhibit 2: M201 HVAC Plans

SECTION 1 GENERAL INFORMATION

1.1 INTRODUCTION

In the Solid Waste Administration building: Remove and properly dispose of six (6) split system heat pumps and one (1) P-TAK unit. Replace with five (5) split systems and one (1) mini-split. Extend housekeeping pad to accommodate outdoor units. Add exhaust fans and filter boxes to mechanical rooms louvers.

As a separate line item: Replace Split system that is serving the Transfer Station breakroom.

1.2 SCHEDULE OF EVENTS

The County anticipates the following schedule for the project:

- | | |
|---------------|--|
| Sept 03, 2025 | Invitation to Bid |
| Sept 16, 2025 | Mandatory Pre-bid Walkthrough at 11:00 AM <ul style="list-style-type: none">• Solid Waste Admin Building 61050 SE 27th St. Bend, OR 97702 |
| Sept 18, 2025 | Questions/Requests for Clarification due by 2:00 PM |
| Sept 22, 2025 | Addendum Issued |
| Sept 25, 2025 | Bid Due Date: 2:00 PM
Bids will be publicly opened immediately after closing. |

Invitation to Bid
Solid Waste Admin Building HVAC Replacement

NOTE: All questions must be made in writing via email to Brent Harding, Facilities Department Project Coordinator at brent.harding@deschutescounty.gov by 2:00 PM (PDT), Sept 18, 2025.

1.3 BID DELIVERY

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

Mailing Address:

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

Physical Address:

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

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

Sept 25, 2025 at 2:00 p.m. (PDT)

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

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

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

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

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

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

DOCUMENTS REQUIRED TO BE SUBMITTED WITH CONTRACTOR BID

- ☐ Attachment A: Lump Sum Bid Form
 - ☐ Section #1 Addenda review
 - ☐ Section #5 **Is/Is not** resident bidder checked
- ☐ Attachment B: 1st Tier Subcontractor Disclosure (by 4:00 PM)
- ☐ Attachment C: Bid Bond Form or Check
- ☐ Attachment D: BOLI Acknowledgement letter

End of Section 1

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

2.1 AUTHORITY AND METHOD

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

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

2.2 PROJECT REQUIREMENTS, INFORMATION AND BIDDING

Requirements:

- **Resident Bidder:** Bidder is a resident bidder, as described in ORS 279A.120, of the State of Oregon 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. "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)(b).
- **Background checks:** This is a County facility and Deschutes County Sheriff's Office criminal history checks are required for all contractor employees working on the site. Criminal history checks are provided free of charge and must be completed prior to starting work. Instructions and waiver form are included as an attachment for your reference.

Invitation to Bid
Solid Waste Admin Building HVAC Replacement

- **Project communication:** Contractors are NOT to communicate with building occupants regarding the construction project. All communication must go through Brent Harding or designated Facilities Department staff.
- **Questions:** All questions must be submitted in writing via email to brent.harding@deschutescounty.gov by the date and time listed in Section 1.2 Schedule of Events. If necessary, an addendum will be issued prior to the bid due date.
- **Mandatory pre-bid site visit:** It is mandatory for all bidders to attend the pre-bid site meeting on the date and time listed in Section 1.2 Schedule of Events.
- **Subsequent site visits:** All site visits must be scheduled through Brent Harding. Contractors MUST be accompanied by a Deschutes County staff member to visit the site.
- **BOLI prevailing wage:** This is a BOLI prevailing wage project. April 05, 2025, wage rates and amendments apply. The attached BOLI requirement letter must be signed and returned with the contractor bid.
- **Bonds and Insurance:**

<u>Required:</u>	<u>Not required:</u>
Public Works Bond	Builders Risk Insurance
GL Insurance	
Bid Bond or Cashier's Check for 10% of bid price	
Performance and Payment Bond	

2.3 SCHEDULE

Work is anticipated to be completed by November 14, 2025.

2.4 SCOPE OF WORK:

In accordance with Mechanical drawings as generally summarized below:

NOTE: All required permits to be provided by the mechanical contractor.

Mechanical

- Remove six (6) split system heat pumps and one (1) P-TAK unit.
- Replace with five (5) split system heat pumps and one (1) mini-split system
- Install one (1) exhaust fan in each of the two (2) mechanical spaces
- Install one (1) filter/box in the louvers in each of the two (2) mechanical spaces
- Install additional return register and duct in reception area

As a separate line item to the bid:

- Remove and replace one (1) split system heat pump that serves the Transfer Station breakroom.

Closeout Documentation

- As-built drawings
- Commissioning / Start up Report
- Air Balancing Report
- Operation and Maintenance Manuals (O&M)
- Warranties and Guarantees

End of Section 2

SECTION 3

AWARD and CONTRACT REQUIREMENTS

3.1 AWARD NOTIFICATION PROCESS

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

3.2 CONTRACT REQUIREMENTS

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

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

End of Section 3

SECTION 4

ADDITIONAL INFORMATION

4.1 ASSIGNMENT

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

4.2 CANCELLATION

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

4.3 CLARIFICATION OF RESPONSES

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

4.4 COLLUSION

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

4.5 COST OF PREPARATION OF RESPONSE

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

4.6 DISPUTES

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

4.7 LOBBYING

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

4.8 NON-APPROPRIATION

Notwithstanding any provision of this Invitation to Bid or resultant contract to the contrary, in the event insufficient funds are appropriated for the project or County has no other lawfully available funds, then the County may terminate any resultant agreements and contracts at the end of its then-current fiscal year, with no further liability or penalty. The County shall deliver written notice to the contractor of such termination no later than thirty (30) days from the determination by the County of the event of non-appropriation.

4.9 NON-DISCRIMINATION IN EMPLOYMENT

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

4.10 BIDS ARE PUBLIC RECORDS

All bids submitted in response to this Invitation to Bid shall become the property of Deschutes County and may be utilized in any manner and for any lawful purpose by Deschutes County. ***Be advised that bids and all documents submitted in response to this Invitation to Bid are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your bid which you believe is confidential, proprietary, or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure".

Invitation to Bid
Solid Waste Admin Building HVAC Replacement

Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the bids.

4.11 BID NOT A CONTRACT

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

4.12 VERBAL STATEMENTS NOT BINDING

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

4.13 REJECTION OF BIDS

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

4.14 STATE AND FEDERAL LAW COMPLIANCE

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

End of section 4

Exhibit #1

MECHANICAL SPECIFICATIONS:

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

PROVIDE DEMONSTRATION AND OWNER TRAINING ON NEW CONTROLS OPERATION.

CONTRACTOR SHALL USE THIRD PARTY COMMISSIONING AGENT AND PROVIDE COMMISSIONING REPORT.

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

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

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

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

COORDINATION: COOPERATE WITH GENERAL CONTRACTOR AND ALL OTHER TRADES.

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

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

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

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

O & M MANUALS: CONTRACTOR SHALL PROVIDE O & M MANUALS, HARD AND DIGITAL COPIES, TO OWNER WITHIN 90 DAYS AFTER SYSTEM ACCEPTANCE.

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

DUCTWORK:

A. DUCT CONSTRUCTION: CONSTRUCTION OF DUCTWORK SHALL BE AS FOLLOWS:

- GALVANIZED SHEETMETAL OF THICKNESS RECOMMENDED BY SMACNA.
- FLEXIBLE DUCTS ARE PERMITTED ON THE LAST 5'-0" OF DUCT RUNS.

DUCT INSULATION AND LINGING:

A. INSULATION & LINGING SHALL COMPLY WITH CURRENTLY ADOPTED VERSION OF ASHRAE 90.1.

B. SUPPLY AND RETURN DUCTS:

- PROVIDE BUBBLE WRAP INSULATION AS SPECIFIED IN THE SCHEDULE ON EACH SUPPLY AND RETURN DUCT. INSULATION SHALL BE DEVELOPED OF NOT OVER 25, INSIDE DEVELOPED OF NOT OVER 50. INSULATION SHALL CONFORM TO REQUIREMENTS FOR CLASS 1, UL 181, AND AFPA 80A AND 80B.
- SUPPLY AND RETURN DUCTWORK DIRECTLY IN CONDITIONED SPACE IS NOT REQUIRED TO BE INSULATED.

DAMPERS AND SHEETMETAL SPECIALTIES:

- VOLUME DAMPERS SHALL BE PROVIDED FOR EACH SUPPLY DIFFUSER AND RETURN GRILLE AND SHALL BE SINGLE BLADE DAMPERS, OR ON FACTORY FANETS OF GALVANIZED STEEL TWO BLADES LONGER THAN DUCT AND LONGER THAN 17'-6" REINFORCED OR DAMPED FOR DISCHARGE WITH PROOF ROD EXTENDING THROUGH DUCT. POSTPONING DEVICES SHALL BE LOWER LEVEL AND QUADRANT.
- PROVIDE ACCESS DOORS ON CABLE ADAPTORS FOR ALL BALANCING DAMPERS ABOVE HANG CEILING.

C. METAL GAUGES, JOINTS, BRACINGS, DUCT SUPPORTS AND TURNING VANES SHALL CONFORM TO SMACNA HVAC DUCT CONSTRUCTION STANDARDS AS MINIMUM STANDARD, AND AS SPECIFIED ABOVE/ON DRAWING.

D. DELETED

DUCTWORK - INSTALLATION:

A. ALL DUCTWORK OF SHEETMETAL OR FIBERGLASS SHALL BE IN ACCORDANCE WITH THE APPLICABLE SMACNA MANUAL, UNLESS OTHERWISE SPECIFIED, AND MUST BE SUPPORTED AS RECOMMENDED. DUCTWORK SHALL RUN CONCEALED UNLESS OTHERWISE NOTED.

B. ERECT ALL DUCTWORK TO DIMENSIONS INDICATED, STRAIGHT AND SMOOTH ON THE INSIDE WITH NEATLY FINISHED JOINTS LAPPED IN DIRECTION OF AIR TRAVEL. PROPERLY BRACE AND REINFORCE ALL DUCTS WITH STEEL ANGLES OR OTHER MEMBERS. ALL DUCTWORK SHALL BE OF GALVANIZED STEEL UNLESS OTHERWISE SPECIFIED OR INDICATED. FIBERGLASS CHANGES IN DIRECTION, BOTH HORIZONTAL AND VERTICAL, TO PERMIT LEAKY AIR FLOW.

C. INSTALL DUCTWORK TO CLEAR ALL OBSTRUCTIONS, PRESERVE HEADROOM, AND KEEP OPENINGS CLEAR.

D. INSTALL SUPPLY DUCTS ABOVE RETURN OR EXHAUST DUCTS WHERE POSSIBLE. PROVIDE LONG STRAIGHT DUCT DROPS TO DIFFUSERS FOR PROPER DIFFUSER PERFORMANCE OR PROVIDE REGISTER BOXES WITH TURNING VANES.

E. SHOULD IT BE FOUND IMPRACTICAL TO INSTALL ANY DUCT OF THE EXACT SIZE GIVEN, A DUCT OF A DIFFERENT SHAPE BUT HAVING THE SAME AIR RESISTANCE SHALL BE INSTALLED. THESE ALTERNATE DUCT SIZES TO BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. DUCT SIZES GIVEN ARE INSIDE DIMENSIONS INSIDE THE LINGING.

F. ALL ELBOWS 45° OR GREATER SHALL BE FULL ELBOWS CENTERLINE RADIUS EQUAL TO DUCT WIDTH OR SHALL HAVE TURNING VANES.

G. ENDS OF DUCTS SHALL TURN OVER 3/4" FOR AIRTIGHT CONNECTIONS BETWEEN DUCTS AND GRILLES. THE DUCTS AND GRILLES SHALL HAVE EXTERNAL SETS OF SCREWS. REGISTER FRAMES AND ENDS OF DUCTS SHALL BE PROPERLY PLACED BEFORE FINISHING IS BEGUN.

H. PROVIDE VOLUME EXTRACTORS OR VOLUME DAMPERS CAPABLE OF ADJUSTMENTS AND OF BEING LOCKED INTO POSITION IN TAKE OFF'S. PROVIDE SUTABLE ACCESS THROUGH INSULATION FOR ADJUSTMENT OF EXTRACTORS AND DAMPERS.

I. ALL DUCTS SHALL BE SUPPORTED PER SMACNA HVAC DUCT CONSTRUCTION STANDARDS FOR SHEETMETAL DUCTS AND PER SMACNA FIBERGLASS DUCTWORK AS INDICATED AND PER SMACNA MANUAL.

J. VERTICAL DUCTS SHALL BE SUPPORTED BY EXTENDING BRACING ANGLES TO REST FIRMLY ON FLOORS OR SHALL BE BOLTED TO WALLS, CEILING, OR OTHER CONSTRUCTION.

K. FABRICATE COMPRESSION TYPE SUPPORTS FROM CROSS-BRACED METAL ANGLES NOT SMALLER THAN THAT REQUIRED FOR DUCT BRACING.

DUCT SEALING:

A. DUCTS EXPOSED TO WEATHER SHALL BE COMPLETELY WEATHERPROOF WITH OUTDOOR VAPOR BARRIER MAINTIC OVER TAPE AT ALL JOINTS AND SEAMS.

B. SEAL JOINTS AND SEAMS OF INTERIOR DUCTWORK AIR TIGHT.

C. NO "GREY" DUCT TAPE SHALL BE USED. METAL DUCT SEALING SHALL BE "AEROBLOC", "HARDCAST", OR SMACNA APPROVED POLY-BACKED PRESSURE SENSITIVE TAPE, EXCEPT WHERE OTHERWISE INDICATED OR SPECIFIED.

D. ALL DUCT SEALING SHALL COMPLY WITH THE OREGON ENERGY EFFICIENCY SPECIALTY CODE.

ACCESSIBILITY:

A. VALVES, DAMPER OPERATORS, FILTERS, THERMISTERS, PRESSURE GAUGES, CLEAN-OUT FITTINGS, AND INDICATING EQUIPMENT OR SPECIALTIES REQUIRING REPAIR, ADJUSTING, INSPECTION, REPAIRING, REMOVAL, OR REPLACEMENT SHALL BE CONVENIENTLY AND ACCESSIBLY LOCATED WITH REFERENCE TO FINISHED BUILDING THERMISTERS AND GAUGES INSTALLED TO BE EASILY REACHED FROM FLOOR.

B. NO UNIONS, PLUMBING, VALVES, DAMPERS, CONTROLS, OR EQUIPMENT SHALL BE PLACED IN A LOCATION THAT WILL BE INACCESSIBLE AFTER THE SYSTEM IS COMPLETE. ACCESS PANELS OR DOORS SHALL BE PROVIDED WHERE REQUIRED WHETHER OR NOT SHOWN ON DRAWINGS.

REFRIGERANT PIPING:

A. CONTRACTOR IS RESPONSIBLE FOR REFRIGERANT PIPE SIZING AND ROUTING AND SHALL COMPLY WITH ALL MANUFACTURER'S INSTRUCTIONS. PROVIDE SOFT DRAWING COPPER INSIDE THE BUILDING AND HARD DRAWING COPPER OUTSIDE THE BUILDING. PIPING SHALL BE THERMALLY INSULATED IN ACCORDANCE WITH ASHRAE 90.1 (2022) TABLE 6.3.2 INSULATION OUTSIDE THE BUILDING SHALL BE UP RESISTANT, AND SHALL BE PROTECTED FROM DAMAGE IN ACCORDANCE WITH ASHRAE 90.1 (2022), SECTION 6.4.4.1.1.

CONDENSATE PIPING:

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

GENERAL NOTES:

- THIS PROJECT IS A REMODEL/ADDITION. THE PLANS AND SPECIFICATIONS INDICATE THE GENERAL EXTENT OF THE WORK BASED ON OWNER PROVIDED INFORMATION AND LIMITED FIELD VERIFICATION. CONTRACTOR SHALL VISIT SITE, VERIFY EXISTING CONDITIONS, AND REPORT ANY DISCREPANCIES NOTED TO THE ENGINEER PRIOR TO SUBMITTING A BID. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION AND RECONNECTION OF MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS NECESSARY TO ACCOMPLISH THE WORK WHETHER OR NOT SPECIFIED AND/OR INDICATED.
- MECHANICAL CONTRACTOR SHALL NOTIFY GENERAL CONTRACTOR TO REPAIR WALL, FLOOR, ROOF AND CEILING SURFACES AS REQUIRED DUE TO DEMOLITION OR INSTALLATION WORK.
- ALL CONTROL WIRING SHALL BE IN CONDUIT. CONDUIT AND WIRING SHALL BE PROVIDED AND INSTALLED BY THE MECHANICAL CONTRACTOR. PROVIDE AND INSTALL RIGID CONDUIT IN AREAS EXPOSED TO THE ELEMENTS.
- LABEL ALL EQUIPMENT AND CIRCUITS WITH LAMINATED PLASTIC. MAKE PLATES MATCHING SCHEDULES.
- CONTRACTOR TO PROVIDE TEMPORARY HEATING AND COOLING FOR THE DURATION OF THE PROJECT.
- PERMITS SHALL BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK.

SPLIT SYSTEM HEAT PUMPS																	
NAME	SERVING	COOL MBH IC	HEAT MBH	ELEC. KW BHP	TONS	CFM	ESP	HP	V/FH	UNIT BICA/RDOP	WT LBS	SEER	HSPF2	NAME & MODEL	NOTES		
HP-1 AH-1	ADMIN BLDG SW CORNER	47.3	48.2	12.5	14.4	3				480V 1 Ø 3"	94	100	174	8.0	TRANE STWARD004V4	1. 5. 6	
							1880	0.5"	0.75	208V/1	94	100	174		TRANE STWARD004V4	2. 5. 6	
HP-2 AH-2	ADMIN BLDG SE CORNER	47.4	33.8	44.0	14.4	4				480V 1 Ø 3"	94	100	174	8.1	TRANE STWARD004V4	1. 5. 6	
							1400	0.5"	0.75	208V/1	94	100	174		TRANE STWARD004V4	2. 5. 6	
HP-3 AH-3	ADMIN BLDG RECEPTION	47.4	33.8	44.0	14.4	4				480V 1 Ø 3"	94	100	174	8.1	TRANE STWARD004V4	1. 5. 6	
							1600	0.5"	0.75	208V/1	94	100	174		TRANE STWARD004V4	2. 5. 6	
HP-4 AH-4	ADMIN BLDG CONF. ROOM	12	8.8	18	1					208V/1	15	27	100	21.1	10.1	MITSUBISHI PUA-AE120L	1. 3. 5. 6
							375						28		MITSUBISHI PUA-AL120L	4. 5. 6	
HP-5 AH-5	ADMIN BLDG CONFERENCE	34.4	23.7	31.8	14.4	3				480V 1 Ø 3"	94	100	144		TRANE STWARD004V4	1. 5. 6	
							1200	0.5"	0.5	208V/1	94	100	144		TRANE STWARD004V4	2. 5. 6	
HP-6 AH-6	ADMIN BLDG LUNCH/COFFEE	47.4	33.8	44.0	14.4	4				480V 1 Ø 3"	94	100	174	8.1	TRANE STWARD004V4	1. 5. 6	
							1600	0.5"	0.75	208V/1	94	100	174		TRANE STWARD004V4	2. 5. 6	
HP-7 AH-7	TRANSFER STATION BREAKROOM	47.4	33.8	44.0	14.4	4				480V 1 Ø 3"	94	100	174	15.2	8.1	TRANE STWARD004V4	1. 5. 6
							1600	0.5"	0.75	208V/1	94	100	174		TRANE STWARD004V4	2. 5. 6	

NOTES:

- PROVIDE CONCRETE HOUSEKEEPING PAD ON A MINIMUM OF 4" OF COMPACTED 3/4 MINUS. PROVIDE SLOW LEAK. SIZE AND INSTALL REFRIGERANT LINES PER MANUFACTURER'S RECOMMENDATIONS. FIELD ROUTE AS REQUIRED AND COORDINATE ROUTING WITH OWNER. INSTALL SO THAT ROOF RUNOFF DOES NOT FALL DIRECTLY ON UNIT.
- PROVIDE PROGRAMMABLE THERMOSTAT, CONDENSATE PUMP, DRAIN PAN WITH DRAIN/LOW SWITCH, SINGLE POINT POWER KIT, 2" MINV 11 FILTERS IN STANDARD COMMERCIAL SIZES.
- PROVIDE BASE PAN HEATER, WIND DAPPLS. INDOOR UNIT IS POWERED THROUGH OUTDOOR UNIT.
- PROVIDE PROGRAMMABLE THERMOSTAT, CONDENSATE PUMP.
- PROVIDE DETECH CONTROLS AND RSP CONTROL WIRING AS NEEDED. COORDINATE WITH OWNER.
- CARRIER AND LENOX ARE ACCEPTABLE MANUFACTURERS.

EXHAUST FANS												
MARK	SERVING	CFM	ESP	SONES	MOTOR				FAN RPM	WT LBS	NAME & MODEL	NOTES
					V/FH	BICA	SDP	HP				
SS-18	SOUTH MECH. ATTIC	800	0.5"	6.5	115V/1	8.2	15	1/2	2439	46	GREENHECK SG 7 MSL VSD	1
SS-19	NORTH MECH. ATTIC	800	0.5"	6.5	115V/1	8.2	15	1/2	2439	46	GREENHECK SG 7 MSL VSD	1

NOTES

1 PROVIDE BACKDRIFT DAMPER, ELECTRICALLY COMMUTATED MOTOR, REVERSE ACTION THERMOSTAT

NOTES:

- PROVIDE BACKDRAFT DAMPER, ELECTRICALLY COMMUTATED MOTOR, REVERSE-ACTING THERMOSTAT.

AIR DISTRIBUTION				REMARKS	
NAME	TYPE	NAME & MODEL			
SG-1	RETURN	TITUS SGP	EGGCRATE FACE RETURN WITH OASH MATCH FRAME TO CEILING TYPE. SIZE AS INDICATED		

NOTES:

- MAY PROVIDE EQUIVALENT EQUIPMENT FROM MANUFACTURER. PRICE, SHOWERMAKER, TUTTLE & BAILEY.

VENTILATION REQUIREMENTS											
TAG	SERVING	PEOPLE	CFM/PERSON	AREA	CFM/PSF	/	SI	+	CFM CSA REQUIRED	CFM CSA PROVIDED	
AH-1	OFFICE	2	@ 5	= 894	@ 0.06	/	0.8	=	80	100	
AH-2	OFFICE	6	@ 5	= 846	@ 0.06	/	0.8	=	88	100	
AH-3	OFFICE	6	@ 5	= 1045	@ 0.06	/	0.8	=	103	110	
AH-5	OFFICE	6	@ 5	= 495	@ 0.06	/	0.8	=	87	200	
AH-6	OFFICE	6	@ 5	= 1200	@ 0.06	/	0.8	=	115	400	
AH-7	OFFICE	6	@ 5	= 1210	@ 0.06	/	0.8	=	141	130	

DUCT INSULATION REQUIREMENTS				DUCT LOCATION	
CLIMATE ZONE	DUCT TYPE	EXTERIOR/OUTDOOR UNINSULATED ENVELOPE		UNCONDITIONED SPACE/BURIED	INDIRECTLY CONDITIONED
5	SUPPLY & RETURN, HEATING & COOLING	R-12		R-6	R-1.5, SUPPLY ONLY
5	SUPPLY & RETURN, HEATING ONLY	R-12		R-6	R-1.5, SUPPLY ONLY
5	SUPPLY & RETURN, COOLING ONLY	R-6		R-6	R-1.5, SUPPLY ONLY



COLEBREIT
ENGINEERS
OREGON | CALIFORNIA

DESCHUTES COUNTY SOLID WASTE
HVAC REPLACEMENT

61050 SE 27TH STREET
BEND, OR 97702

PERMIT SET 08/20/2025

JOB NUMBER: 20250177

HVAC SCHEDULES

SHEET NUMBER

M101

10th Floor Plan Details:

- Rooms and Areas:** 110 POWER, 111 MEN, 112 HALL, 113 CONFERENCE, 114 LOCKERS, 115 WOMEN, 116 LUNCH BAR, 117 UTILITY, 118 RECEPTION, 119 WAITING, 120 OFFICE, 121 OFFICE, 122 OFFICE, 123 WORKROOM, 124 OFFICE, 125 OFFICE, 126 OFFICE, 127 OFFICE, 128 OFFICE, 129 OFFICE, 130 OFFICE, 131 OFFICE, 132 OFFICE, 133 OFFICE, 134 OFFICE, 135 OFFICE, 136 OFFICE, 137 OFFICE, 138 OFFICE, 139 OFFICE, 140 OFFICE, 141 OFFICE, 142 OFFICE, 143 OFFICE, 144 OFFICE, 145 OFFICE, 146 OFFICE, 147 OFFICE, 148 OFFICE, 149 OFFICE, 150 OFFICE, 151 OFFICE, 152 OFFICE, 153 OFFICE, 154 OFFICE, 155 OFFICE, 156 OFFICE, 157 OFFICE, 158 OFFICE, 159 OFFICE, 160 OFFICE, 161 OFFICE, 162 OFFICE, 163 OFFICE, 164 OFFICE, 165 OFFICE, 166 OFFICE, 167 OFFICE, 168 OFFICE, 169 OFFICE, 170 OFFICE, 171 OFFICE, 172 OFFICE, 173 OFFICE, 174 OFFICE, 175 OFFICE, 176 OFFICE, 177 OFFICE, 178 OFFICE, 179 OFFICE, 180 OFFICE, 181 OFFICE, 182 OFFICE, 183 OFFICE, 184 OFFICE, 185 OFFICE, 186 OFFICE, 187 OFFICE, 188 OFFICE, 189 OFFICE, 190 OFFICE, 191 OFFICE, 192 OFFICE, 193 OFFICE, 194 OFFICE, 195 OFFICE, 196 OFFICE, 197 OFFICE, 198 OFFICE, 199 OFFICE, 200 OFFICE.
- Airflow Rates (CFM):**
 - 110 POWER: (13000 CFM)
 - 111 MEN: (13100 CFM)
 - 112 HALL: (13100 CFM)
 - 113 CONFERENCE: (13100 CFM)
 - 114 LOCKERS: (13100 CFM)
 - 115 WOMEN: (13100 CFM)
 - 116 LUNCH BAR: (13100 CFM)
 - 117 UTILITY: (13100 CFM)
 - 118 RECEPTION: (13100 CFM)
 - 119 WAITING: (13100 CFM)
 - 120 OFFICE: (13100 CFM)
 - 121 OFFICE: (13100 CFM)
 - 122 OFFICE: (13100 CFM)
 - 123 WORKROOM: (13100 CFM)
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- Legend:**
 - HP-1: [Symbol]
 - HP-2: [Symbol]
 - HP-3: [Symbol]
 - HP-4: [Symbol]
 - HP-5: [Symbol]

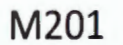
003 COMBA

002 ELECT

001 STORAGE

INSTALL SIGN HIGH ABOVE DOOR

3 HVAC PLAN ADMIN. BLDG. - LOWER LEVEL NORTH
M201 1/8"=1'-0"



Attachment A - Instructions to Bidders

LUMP SUM BID FORM

Project: Solid Waste Admin HVAC Replacement

Date: _____

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

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

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

Bidding and Contract Documents:

Bidder Initials and Date:

Addenda(s) _____ through _____

Invitation to Bid
Attachments to Invitation to Bid
Exhibit 1: M201 HVAC Schedules
Exhibit 2: M201 HVAC Plans
Deschutes County Contract & General Conditions to the Contract

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

3. BASE BID: The undersigned hereby proposes and agrees to perform the foregoing and to complete the work required for constructing the above-described project:

Solid Waste Admin HVAC Replacement
Project Base Bid:

Dollars (\$_____).

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

4. ALTERNATES:

5. The undersigned is or is not a resident bidder (circle one). State of Residency_____.

6. If meeting minimum contract amount requirements, the undersigned agrees to be bound by BOLI wage requirements and ORS 279C.840 and ORS 279C.836.

7. The undersigned certifies that Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

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

Dated this_____ day of _____, 20_____.

Name of Bidder

Address of Bidder

Authorized Officer Signature

Title & Contractors License number

Attachment B
First-Tier Subcontractor Disclosure Form
Solid Waste HVAC Replacement

NAME OF BIDDING CONTRACTOR _____

CCB # _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours (4:00 p.m.) after the advertised bid closing time.

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

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

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

Form submitted by:

Bidder name: _____

Contact name: _____ Phone number: _____

Form Received in the County Facilities Director's Office:

Time: _____ Date: _____ By: _____

Attachment C: Bid Bond Form Solid Waste HVAC Replacement

KNOW ALL MEN BY THESE PRESENTS, That _____

hereinafter called the Principal, and _____

a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____
_____, in the State of _____

and authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the County
of Deschutes, hereinafter called the Obligee, in the penal sum of _____
_____ DOLLARS (\$ _____),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

The condition of this Bond is that, whereas, the Principal is submitting a bid proposal for the Deschutes
Services Building RTU #2 Replacement project hereby made a part hereof;

NOW THEREFORE, if the said bid proposal submitted by the said principal be accepted, and the contract be
awarded to said Principal, and if the said Principal shall execute the proposed contract and shall furnish the
Performance and Payment Bond as required by the bidding and contract documents with the time fixed by
said documents, then this obligation shall be void, otherwise to remain in full force and effect. Signed and
sealed this ____ day of _____, 2025.

SURETY:

CONTRACTOR:

Name

Name

By: _____

By: _____

Title: _____

Title: _____



Attachment D

Please submit this page with proposal.

Deschutes County
Facilities Department
Lee W. Randall, Director

REQUEST FOR PROPOSAL REQUIREMENTS Project: Solid Waste HVAC Replacement

This is a Bureau of Oregon Labor and Industries (BOLI) prevailing wage project, using April 5, 2025 Prevailing Wage Rates and amendments. Workers will be paid the applicable prevailing wage rates. The following items 1-8 will apply to the accepted Contractor. (ORS 279C.830 (1) (c); OAR 839-025-0020 (3) (a).

1. Publications:

- April 5, 2025 Prevailing Wage Rates: <http://www.oregon.gov/boli>
- April 5, 2025 Apprentice Wage Rates: <http://www.oregon.gov/boli>
- Amendments as applicable.
- **BOLI Website** <http://www.oregon.gov/boli>

2. If Contractor or subcontractor fails to pay for labor or services, Deschutes County can pay and withhold these amounts from payments due the contractor (Ref. ORS 279C.515).

3. Daily, weekly, weekend and holiday overtime will be paid as required in ORS 279C.540. (Ref. ORS 279C.520).

4. Employer must give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work (ref. ORS 279C.520).

5. The employer must promptly pay for any medical services they have agreed to pay (Ref. ORS 279C.530; ORS 279C.830; OAR 839-025-0020(2).

6. Every contract awarded by Deschutes County requires the Contractor to file a public works bond with Construction Contractors Board (CCB) prior to starting work on the project, unless exempt. Contractor to require in every subcontract that the subcontractor file a public works bond with CCB prior to starting work on the project, unless exempt.

7. The Contractor and any subcontractors must submit insurance requirements as required by Deschutes County, if proposal is accepted. Contact Jeannette.Schreckenghaust@deschutes.org for specific language and special endorsement guidelines. Insurance documents to be submitted ONLY if Contractor's proposal is accepted.

8. WH-38 BOLI certified payroll reports should be submitted by the 5th business day of the following month to Deschutes County. The reports should be numbered or a statement of no work supplied. All forms, including insurance, should be submitted electronically to Jeannette.Schreckenghaust@deschutes.org or mailed to:

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

Questions regarding certified payroll reports or insurance submittals should be directed to:

Jeannette Schreckenghaust Jeannette.Schreckenghaust@deschutes.org (541)330-4685

Company : _____

Name: (print) _____

Signature: _____ Date _____

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 _____ 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):

☐ Corporation-for profit

☐ Sole Proprietorship

☐ Corporation-non-profit

☐ Partnership

☐ Other, describe _____

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

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

Signature _____

Title _____

Name (please print) _____

Date _____

DESCHUTES COUNTY SIGNATURE

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

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF _____

ANTHONY DeBONE, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

10. Work Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Indemnity and Hold Harmless.

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

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

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

22. Waiver.

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

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

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

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

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

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

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

To Contractor:

*

Fax No.

To County:

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

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

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

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

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

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

30. Representations and Warranties.

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

31. Representation and Covenant.

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

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

1. Contractor shall perform the following work:

- a.
- b.

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

- a.
- b.

3. Consideration.

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

4. The maximum compensation.

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

5. Schedule of Performance or Delivery.

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

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

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

Contractor Name: _____

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

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

Per Occurrence limit

Annual Aggregate limit

☐ \$1,000,000

☐ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

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

☐ Required by County

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

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

Per Single Claimant and Incident

All Claimants Arising from Single Incident

☐ \$1,000,000

☐ \$2,000,000

☐ \$2,000,000

☐ \$3,000,000

☐ \$3,000,000

☐ \$5,000,000

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

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

☐ Required by County

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

Claims Made Policy

☐ Approved by County

☐ Not Approved by County

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

Per Occurrence

☐ Personal Auto

☐ \$1,000,000

☐ \$2,000,000

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

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

☐ Required by County

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

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

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

Risk Management review

Date

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

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

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

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

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

Signature

Title

Date

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

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

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

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

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

Contractor Signature

Date

C. Representation and Warranties.

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

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

Contractor Signature

Date

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

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

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

☐ **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 4/9/2025.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

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

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

Conflicts of Interest

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

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

Contractor Signature

Date