



REQUEST FOR BIDS DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE 2020 KNOTT LANDFILL LFG EXTRACTION WELL PROJECT

A. COUNTY RESERVATIONS & REQUIREMENTS

Deschutes County Department of Solid Waste (DCSW) is soliciting bids to furnish all labor, materials, tools and equipment for the drilling and installation of six landfill gas (LFG) extraction wells at Knott Landfill, 61050 SE 27th Street, Bend, Oregon. Questions regarding this solicitation can be directed to:

Chad Centola, Operations Manager
Deschutes County Department of Solid Waste
61050 SE 27th Street
Bend, Oregon 97701

Phone: (541) 322-7172

Fax: (541) 317-3959

Email: chadc@deschutes.org

IMPORTANT: Prospective bidders MUST complete and submit the Contact Information Form provided on the Deschutes County Bids and RFPs website to provide contact information and to receive follow-up documents (addenda, clarifications, etc). Failure to submit contact information to the Department of Solid Waste will result in proposer disqualification. Only those submitting the Contact Information Form will receive follow-up documents (addenda, clarifications, etc.)

B. COUNTY RESERVATIONS

Deschutes County reserves the right to reject any proposal not in compliance with all prescribed proposal procedures and requirements and to accept any proposal that appears to serve the best interest of the County. Deschutes County reserves the right to waive irregularities or discrepancies in proposals if the County determines that the waiver is in the public's best interest. Deschutes County reserves the right to reject any and all proposals if it is in the public's best interest to do so.

Proposers are solely responsible for the cost of preparing their proposal. Deschutes County is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, quotation, proposal or award. This is not a contract offer and with this solicitation, the Proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

This solicitation is governed by the Deschutes County Contracting Code, which is codified at DCC Chapter 2.37. Except as otherwise provided in Chapter 2.37, the Model Rules of Public Contract Procedure, OAR 137, divisions 46, 47, 48 and 49 have been adopted by reference.

All proposals submitted become public record and will be available for inspection upon request. Proposers should identify specifically any information they deem to be proprietary, and include in the transmittal letter a request that such information not be released. Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist public disclosure of properly identified portions of the proposals.

Errors and omissions in the Request for Bids shall be called to the attention of DCSW prior to the proposal due date so that appropriate addenda may be issued, if warranted. Failure to do so on the part of the successful Proposer (hereinafter referred to as the Contractor) does not relieve him of responsibility for a correct and completely finished the project scope. Only a written interpretation or correction by addendum shall be binding.

C. AGREEMENT

The Contractor shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the Contractor. A copy of the County's Services Contract is included is included with this Request for Bids.

Unconditional refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

The Contract will be awarded for a one year term with options at the County's discretion to renew the contract for two additional one year annual renewals for a total of up to three years. The Contractor may request pricing adjustments for increased or decreased operating costs by submitting a written request, which shall include all appropriate cost and pricing documentation, to DCSW on an annual basis for each additional year the contract is in effect. The written request shall be submitted no later than one (1) month prior to the contract anniversary date. Deschutes County reserves the right in its sole discretion, to determine whether the documentation is sufficient, whether to require additional information, whether to require independent verification and whether to accept or reject any requested adjustment(s) to unit pricing.

D. INSURANCE REQUIREMENTS

In conjunction with all services performed under this project, the Contractor shall furnish proof of the types and amounts of insurance indicated in Exhibit 2 of County's Services Contract. The County reserves the right to require completed, certified copies of all required insurance policies, at any time.

E. PREVAILING WAGE RATES

If the Bidder's proposal exceeds \$50,000, the project will be subject to the "Prevailing Wage Rates for Public Works Contracts in Oregon" as published by the Oregon Bureau of Labor and Industries (dated July 1, 2020) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. The following internet link may be used to obtain the access to State and Federal Prevailing Wage Rates:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

F. CONDITIONS OF WORK

Proposers are required, prior to submission of proposal, to carefully examine the requirements of this Request for Bids and the conditions for the contemplated work.

Each Proposer must inform himself of the conditions relating to the execution of the work, and make him/herself thoroughly familiar with all contract documents. Failure to do so will not relieve the Proposer of his obligations to enter into a contract and complete the contemplated work in strict accordance with the contract documents.

Each Proposer must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, worker health and safety, protection of public health, access to the work and similar requirements.

G. EXPERIENCE AND QUALIFICATIONS

Proposers shall have a minimum of 5 years of experience in the construction and maintenance of LFG collection systems. An experience and qualifications statement shall be submitted with the proposal, which shall include, but not be limited to:

- A description of the Proposer's ability to provide the services described in this Request for Bids
- A description of the Proposer's capabilities, experience, and resources to provide the specified services.
- Three (3) client references for projects that are of a nature similar to the scope of this Request for Bids, performed within the last five years. Provide names, addresses, and phone numbers of the identified contact persons for each reference. Deschutes County employees or its agents should not be used as references.

The Contractor shall provide a competent driller with experience in well drilling and installation operations in a landfill environment.

H. SCOPE OF WORK

1. General Statement and Extent of Work. The project site is at Knott Landfill located at 61050 SE 27th Street, Bend, Oregon. The work to be performed under this project consists of furnishing all labor, materials, tools, and equipment necessary for the drilling and installation of six LFG extraction wells. For bidding purposes, it is assumed the wells will be drilled and

constructed in accordance with the details and dimensions in Drawing 1. Two of the wells shall be completed to a 35 foot depth, two to a 40 foot depth and two to 60 foot depth.

The Contractor shall provide all necessary labor, materials, tools, equipment, and incidentals necessary to for the drilling and installation of LFG extraction wells as specified in this Request for Bids and the attached drawing. The work shall be performed in a professional and workmanlike manner, consistent with industry standards and practices, complete and usable as required by this Request for Bids and the attached drawing.

Extraction well piping, bentonite seals, backfill, and gravel pack shall be set at depths shown on the drawings or as designated in the field by DCSW. Variations in materials, specifications and requirements shall be approved by DCSW prior to installation.

2. Time of Completion. Performance of the work to be done under the Contract shall be commenced within fourteen (14) calendar days after receipt of written notice to proceed by the Contractor, unless later commencement of the work is authorized by the Owner. The Contractor shall complete all work items contained within the Contract Documents January 31, 2021.

3. Hours of Work. Unless approved otherwise by DCSW, all work shall take place Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m.

4. Safety Provisions

a. General. Contractor shall comply with all health and safety rules, regulations, and ordinances promulgated by the local, state, and federal governments, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to, any and all protective devices, guards, restraints, locks, latches, switches, and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall cause inspections and reports by the appropriate safety authorities to be conducted to insure compliance with the intent of the regulations.

Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of DCSW and the Contractor) and property on the project site during the contract period. Contractor shall provide at all times proper facilities for safe access to the work by authorized government officials. This requirement applies continuously and is not limited to normal working hours.

DCSW review of the Contractor's performance does not include a review or approval of the adequacy of the Contractor's safety supervisor, safety plans or programs, or any safety measures taken in, on, or near the construction site.

Accidents causing death, injuries, or damage must be reported to DCSW immediately in person or by telephone or messenger. In addition, Contractor shall promptly report in writing to DCSW all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within twenty-four (24) hours after occurrence, to DCSW, giving full details of the claim.

b. Landfill Safety Consideration. The Contractor is advised that the work for this project will be performed within the property boundary of an active solid waste landfill with buried wastes. These buried wastes decompose in the landfill, generating landfill gas typically composed of carbon dioxide (CO₂), methane (CH₄), hydrogen sulfide (H₂S), and other gases, dependent on the composition of the buried wastes. These gases may migrate laterally away from the landfill or vent through the landfill surface or drilling boreholes.

Some of the hazards associated with landfill areas include, but are not limited to:

- Fires which may start spontaneously from exposed or decomposing waste.
- Fires or explosions which may occur from the presence of methane gas.
- Oxygen deficiency which may be caused by landfill gasses in trenches, borings, manholes, catch basins, and other structures.
- Acute toxic effects which may be caused by landfill gasses such as H₂S.
- Possible caving of trenches and excavations when working over or in landfill waste.
- Exposure to hazardous wastes which may be present in landfill waste.
- Exposure to biological pathogens or other vectors which may be present in landfill waste.

Contractor shall provide for the protection of employees and others from fire, explosion, exposure and asphyxiation caused by any gases encountered during construction and from landfill gas and leachate emitted from, and present within, the solid waste landfill. Contractor shall inform employees and subcontractors and their employees of the potential danger of working on and near landfills.

5. Restoration of Improvements

a. Roads. The Contractor shall restore all roads in which the surface is removed, broken or damaged, or in which the ground has caved or settled, due to the performance of work covered by this Contract, to the original grade and cross section unless otherwise indicated.

b. Landfill Environmental Systems. The Contractor shall repair/restore all landfill environmental system components (groundwater monitoring, stormwater management landfill gas management, leachate management, and landfill liner systems) which are damaged by Contractor activities. In the event of damage to landfill environmental systems, repair work shall be of the utmost priority for immediate restoration.

The Contractor shall employ qualified professional engineering services for any Oregon Department of Environmental Quality required documentation, including, but not limited to repair workplans, quality assurance/quality control plans, and final repair certification reports.

The Contractor shall employ qualified professional services for repairs to damage caused by Contractor activities. Any landfill liner system repair work shall be performed by a qualified landfill liner installer who has installed a minimum of 15,000,000 square feet of certified solid waste landfill liner installation within the past five (5) years.

6. Mobilization

a. Description. This work shall consist of preconstruction costs of preparatory work and operations performed by the Contractor, including, but not limited to, those necessary for the movement of his personnel, equipment, supplies and incidentals to the project site and for the establishment of facilities necessary for work on this project; for the preparation of the health and safety plan; and for operations which he must perform or costs he must incur before beginning work on the project site. This cost also includes demobilization upon completion of the project. Mobilization costs for all subcontracted work shall be considered to be included in the costs for Mobilization.

b. Measurement and Payment.

1. Measurement

Mobilization shall be measured by lump sum, and shall not exceed ten (10%) percent of the overall contract cost.

2. Payment

Mobilization shall be paid for at the applicable contract lump sum price, payment for which shall constitute full compensation for project mobilization, including move in of personnel and equipment; set up of all temporary facilities and utilities; preparation of site health and safety plan; preparation of the Contractor staging area; preconstruction expenses; costs of the preparatory work and operations; and demobilization performed by the Contractor in association with this project.

The lump sum amount bid for mobilization may be invoiced for payment when on site construction operations commence.

7. LFG Extraction Well Specifications

a. Submittals. The Contractor will supply all submittal information (shop drawings, product specification/data sheets, etc.) for:

- Casing (solid and slotted)
- Centralizers (if used)
- Bentonite material

b. Materials. All materials shall be shipped, stored and handled in accordance with the recommendation of the manufacturer and protected from damage and degradation.

Prior to well installation, all solid and perforated casing, fittings, gravel, and bentonite shall be inspected by DCSW for conformance with the standards and specifications. Any materials not meeting the requirements of the applicable specifications shall be rejected and replaced by the Contractor at no additional cost to DCSW.

The Contractor, at all times, shall keep the worksite free from accumulation of waste materials or rubbish caused by his operations. Upon completion of the work, all Contractor waste and rubbish shall be removed from the site, as well as tools, construction equipment, machinery and surplus materials.

1. Solid Well Casing and Perforated Well Screen:

Solid Casing: All solid well casing material shall be new and clean upon delivery to the site. Well casing shall be constructed of 6-inch diameter, flush threaded, Schedule 80 PVC solid pipe conforming to ASTM 1785, Type I, Grade 1. Estimated lengths of well casing are shown on the drawings. Well casing shall be of sufficient lengths such that when joined to the well screen, the top of the solid casing shall be three (3) feet above the ground surface.

Perforated Well Screen: All perforated well screens shall be new and clean upon delivery to the site. Perforated well screen shall be 6-inch diameter, flush threaded, Schedule 80 PVC perforated pipe conforming to ASTM 1785, Type I, Grade 1. Well screen length and perforation details are to be as shown on the drawings or as otherwise approved by the Owner.

2. Gravel Filter Pack

The filter pack used for backfilling annular space around the perforated well screen shall be rounded 1"-1½" clean gravel with minimum fines content. The filter pack gravel shall be clean, washed, graded, free from dirt, vegetation, or other objectionable matter.

3. Bentonite

Bentonite well seal material shall be coarse pure Wyoming bentonite chips, with a bulk density of 64 lbs. per cubic foot and a maximum permeability of 1×10^{-9} cm/sec. The coarse bentonite shall be as manufactured by Wyo-Ben Incorporated "Enviro Plug Coarse" or approved equal.

4. Soil Backfill

Clean soil backfill shall be supplied by DCSW from existing on-site source.

c. Construction

1. Borehole Drilling

The locations of the LFG extraction wells will be staked in the field by DCSW.

LFG extraction well boreholes shall be drilled a minimum 24-inch diameter using a drill rig equipped with a 24-inch bucket auger. The drill rig shall have the capability of advancing the bucket auger to a depth of 60 feet.

Drill cuttings from the borehole shall be disposed of daily by the Contractor at the landfill active working face.

Any open borehole that must be left unattended shall be secured with a cover plate and be fully barricaded.

The Contractor shall furnish the Owner with a daily drilling report. The records shall be kept up-to-date with the progress of drilling. A copy of the records shall be kept at the drill site for inspection. The daily drilling report shall be signed by the Contractor at the completion of each day's drilling.

2. Well Casing Placement

Solid and slotted casings shall be installed straight and plumb in the center of the borehole at the depths shown on the drawings. The casing shall be suspended off the bottom of the borehole as shown on the drawing. During installation, a cap shall be placed over the top of each casing to prevent introduction of dirt and debris. If the pipe is installed out of plumb, the Contractor shall correct the alignment at his own expense.

3. Gravel Filter Pack Placement

The annular space surrounding the slotted well screen shall be filled with gravel filter pack as specified and as shown on the drawing. Caution shall be used to avoid misaligning or off-centering the well casing. The Contractor may use centralizers if required to keep the well casing centered. The gravel filter pack shall extend above the top of the screen as specified in the drawing.

4. Soil Backfill Placement

Clean soil backfill shall be placed in the borehole as shown on the drawing.

5. Bentonite Seal Placement

Coarse bentonite chips shall be placed from the bottom to the top of the sealed intervals as shown on the drawing. Placement shall be done in accordance with the manufacturer's specifications and in such a manner as will ensure the entire filling of the annular space. Each lift of bentonite shall be hydrated prior to placement of overlying material. Water shall be added at a minimum of 5 gallons per 50 lbs or less of bentonite. The bentonite lift shall be allowed to hydrate a minimum of 15 minutes prior to placement of overlying material.

6. Borehole Abandonment

If, during the drilling of a well, an obstruction is reached such that the extraction well cannot be completed as called for in the drawings, the Contractor shall consult with DCSW

as to whether the borehole has advanced to a sufficient depth. If, in the opinion of DCSW, the borehole has reached sufficient depth, the Contractor shall complete the extraction well, and will be compensated based on the drilling depth actually reached.

If, in the opinion of the DCSW, the borehole has not reached a sufficient depth to function as an effective LFG extraction well, the Contractor shall abandon the borehole as specified previously in this section.

In the event that a borehole must be abandoned as determined by DCSW, the Contractor shall fill the hole from the bottom to within 3 feet from the surface using clean backfill soil, and from 3 feet to the surface with a coarse bentonite or as approved by DCSW. In the event that a well borehole is abandoned, the Contractor will be compensated on a time and materials basis for borehole abandonment, provided that the abandonment is not due to Contractor negligence, carelessness, or defective equipment.

d. Measurement and Payment

1. Measurement

LFG extraction well drilling and installation shall be measured by the lineal foot depth of each LFG extraction well completed. Measurement shall be from ground surface to the bottom of the borehole using method and equipment approved by DCSW.

2. Payment

LFG extraction well drilling and installation will be paid for at the applicable contract unit price, payment for which shall be full compensation each LFG extraction well, complete and in place, including, but not limited to borehole drilling, disposal of cuttings, furnishing and installation of well casing, furnishing and installation of gravel pack and bentonite, installation of soil backfill, and all incidental work and material necessary for a complete installation.

H. PROPOSAL SUBMITTAL REQUIREMENTS

Proposers shall submit the attached Bid Proposal Form and include an experience and qualifications statement detailing experience, capabilities and resources for LFG extraction well construction and maintenance, as specified in Section G.

Proposals must be received by 3:00 p.m. on Thursday, November 19, 2020 at the Deschutes County Solid Waste Department, 61050 S.E. 27th Street, Bend, Oregon 97702. Proposals should be addressed to Chad Centola, Operations Manager. Proposals may be submitted in person, by mail, e-mail, or by facsimile and must be received by the Solid Waste Department by the due date and time specified above.



**BID PROPOSAL
 DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE
 2020 LANDFILL LFG EXTRACTION WELL PROJECT**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; and it is made without collusion with any official of Deschutes County, Oregon, hereinafter called County; and that the Proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the proposal documents; that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved; and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this Proposal.

The Bidder agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this Proposal. Bidder hereby states that bidder will comply with ORS 279C.840, if prevailing wage rates apply. The Bidder further agrees that all of the applicable provisions of Oregon law relating to labor and health and safety are, by this reference incorporated in and made a part of this proposal.

Bidder certifies that it has a drug testing program in place for its employees, or warrants that a drug testing program will be in place prior to execution of this contract, that the drug testing program is in writing, that new employees must pass a drug screening, that existing employees may be tested for reasonable cause or when an employee is injured or involved in an accident resulting in property damage. Bidder agrees that each subcontractor providing labor under this Contract shall maintain a qualifying drug testing program for the duration of the Contract.

Bidder agrees that if this Proposal is accepted, he will supply all labor, materials tools and equipment required to complete the work as specified in the Request for Proposals for the 2020 Knott Landfill LFG Extraction Well Project, dated October, 2020, complete and in place in accordance with the following bid schedule

BID PROPOSAL SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u> (Quantity x Unit Price)
1	Mobilization	Lump Sum	\$ _____/LS	\$ _____
2	Landfill gas extraction well, complete and in place	270 lineal feet depth (lfd ¹)	\$ _____/lfd	\$ _____
TOTAL BID PRICE			\$ _____	

¹LFD measured from ground surface to bottom of borehole.

It is understood that the right is reserved by Deschutes County to reject any or all proposals or bids. In the event that the Contract is not awarded within thirty (30) days after the receipt of bids, the Bidder will be released from his bid unless an extension of time is mutually agreed upon.

The name of the Contractor who is submitting this Proposal is:

Firm Name

Address City State Zip

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

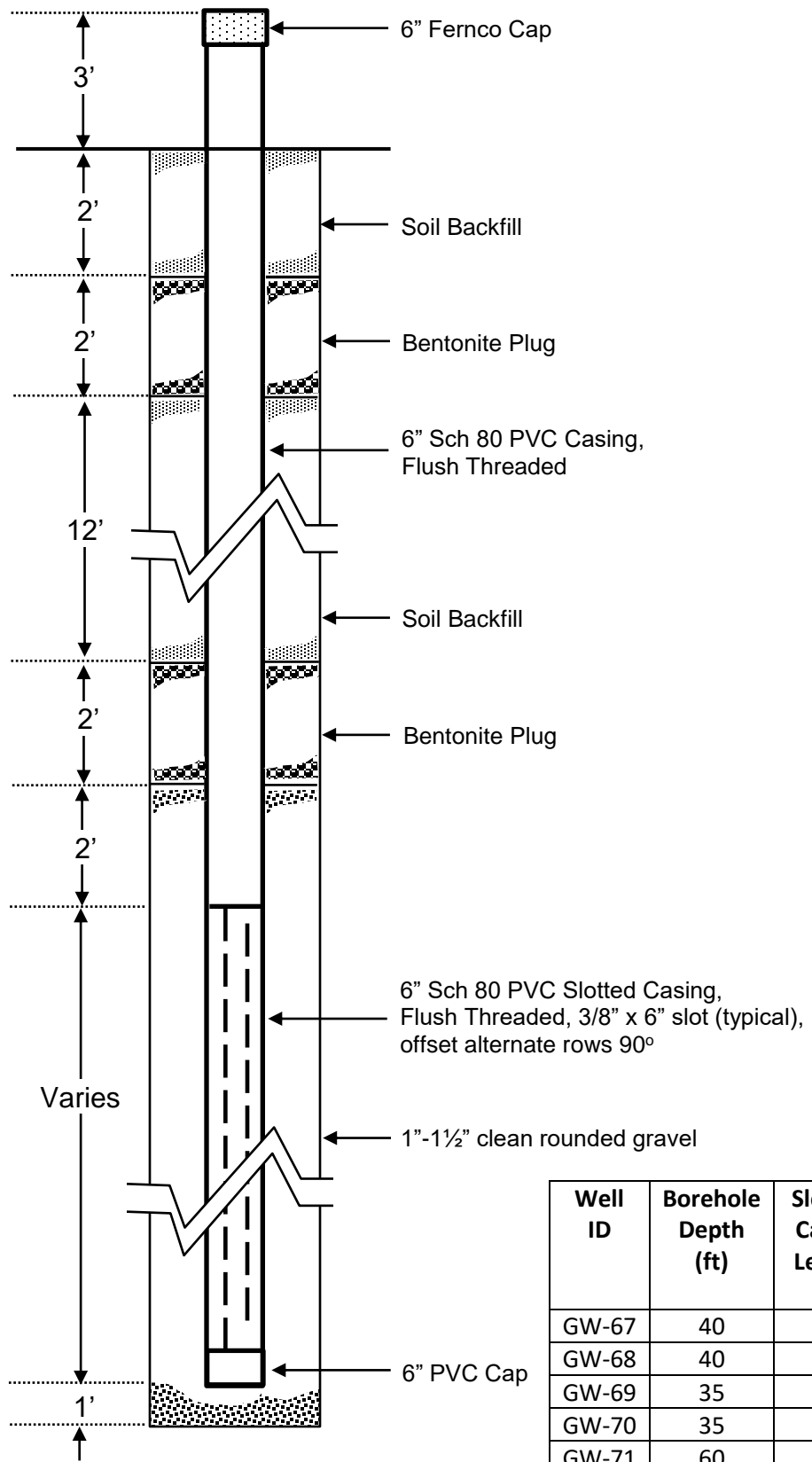
IN WITNESS HERETO, the undersigned has set his/her hand this ___ day of _____, 2020.

Signature

Title

Printed Name

Proposals must be received by 3:00 p.m. on Thursday, November 19, 2020 at the Deschutes County Solid Waste Department, 61050 S.E. 27th Street, Bend, Oregon 97702. Proposals should be addressed to Chad Centola, Operations Manager. Proposals may be submitted in person, by mail, e-mail, or by facsimile and must be received by the Solid Waste Department by the due date and time specified above.



Well ID	Borehole Depth (ft)	Slotted Casing Length (ft)
GW-67	40	20
GW-68	40	20
GW-69	35	15
GW-70	35	15
GW-71	60	40
GW-72	60	40

Drawing 1. LFG Extraction Well (Not to Scale)

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2020-**

This Contract is between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through the Solid Waste 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 last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

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

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

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

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

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

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

Signature Title

Name (please print) Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 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 \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2020

Dated this _____ of _____, 2020

DESCHUTES COUNTY DIRECTOR OF SOLID WASTE

COUNTY ADMINISTRATOR

Timm Schimke

Tom Anderson

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. 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.
 - e. 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) 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.
 - 3) 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.
 - 4) 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 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 in writing 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 written 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. Specifically:
 - 1) with respect to services compensable on an hourly basis and authorized expenses actually incurred, County shall pay the amount due plus any interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; 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) County's payment to Contractor under this subparagraph 7(c) is subject to the limitations set forth in paragraph 8 of this Contract, below.

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, or consequential 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. As applicable, 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. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations..
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations.
- 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. To the extent any provision of the Business Associate Agreement is inconsistent with a provision of this paragraph 15, the Business Associate Agreement shall govern.

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 directly access 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 reasonable 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. .
- 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://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. 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, taxes, 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 current and former officers, departments, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claim that any work, work product or other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or that 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 Count 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 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, unless doing so would materially frustrate the parties' intent in entering into this Contract

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:

Tom Anderson
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 in the state of Oregon;
 - 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.
 - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided, whether express or implied at law.

31. Amendment.

- a. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.
- b. With the exception of subparagraph 31(a), above, this Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 31 shall be void and of no effect.

32. 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. 2020-
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

a. Furnish services for the Deschutes County 2020 Knott Landfill LFG Extraction Well Project in accordance with the following documents attached hereto and made part of this Contract by this reference:

1) Deschutes County Request for Proposals for the 2020 Knott Landfill LFG Extraction Well Project dated October, 2020

2) (Contractor) proposal for the 2020 Knott Landfill LFG Extraction Well Project dated _____.

3) (Contractor) Bid Proposal for the 2020 Knott Landfill LFG Extraction Well Project dated _____.

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

a. Clean soil backfill material

3. Consideration.

a. County shall pay Contractor on a unit price basis, as presented in the (Contractor) Bid Proposal dated _____.

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: Submittal of monthly progress invoices based on work completed in accordance with the unit pricing presented in the (Contractor) Bid Proposal for the 2020 Knott Landfill LFG Extraction Well Project Study project dated _____.

b. County will only pay for completed work that conforms to this schedule.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2020-
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: TBD

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
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$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:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$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. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

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)

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

Per Occurrence

- \$500,000
- \$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. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that 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

Sarah Key

09/17/2020

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2020-
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. 2020-
Workers' Compensation Exemption Certificate

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

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

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

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

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

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2020-_____
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that travel expenses shall be allowed only when the travel is essential to the normal discharge of 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 11/8/06.
 - 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 of 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, 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 rate 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. 2020-
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 31, 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