

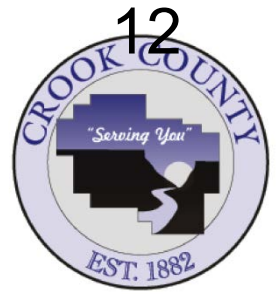
Crook County Counsel's Office

Mailing: 300 NE Third St., Prineville, OR 97754

• Phone: 541-416-3919

Physical: 301 NE 3rd St., Ste 200, Prineville, OR 97754

• Fax: 541-447-6705



MEMO

TO: Crook County Court

FROM: Eric Blaine, County Counsel

DATE: July 25, 2022

RE: Recommendation for award of Library HVAC renovation contract
Our File No.: Library # 49

The County published a Request For Proposals to renovation work at the Library, to improve the current HVAC system. The County received five bids. As further explained below, all five bids contained substantial defects and are therefore noncompliant with the requirements of the RFP.

The recommendation of staff is that the County award the contract to Cascade Heating as the lowest non-responsive bid.

I would also recommend that the County authorize signing the contract outside of a Court meeting – the terms of the contract were published as part of the RFP, and therefore the public has already had the opportunity to review it.

The remainder of this memo is as follows:

- A. Overview of bid prices.
- B. Discussion of bid defects.
- C. Conclusion.

Please let me know if you have any questions.

A. Overview of bid prices.

The County received a total of five bids. Due to a clerical error, only four were opened at the public bid opening. The fifth bid, that of Quality Heating, was received on time, but by inadvertence was not included with the other four when they were opened.

It is my legal advice that this procedural error does not invalidate the bid submitted by Quality Heating. The Facilities Department sent out a message to all five bidding firm to advise them of the error. As of the time of writing this memo, none have raised an objection to the County's review of that bid.

The five bids were:

1. Cascade Heating & Specialties: \$115,346.00.
2. Quality Heating: \$133,290.00.
3. Stephens Heating & Cooling: \$139,165.00.
4. Apollo Mechanical Contractors, Inc.: \$176,077.00.
5. Apex Mechanical, LLC: \$317,000.00.

As discussed above, all five of these bids were received on time. However, all five of these bids contained errors significant enough to render the bids non-compliant with the requirements of the RFP.

B. Discussion of bid defects.

The following errors were observed in the bids submitted by these five firms:

1. Cascade Heating: Cascade Heating failed to include a statement describing the good faith efforts to hire local workers, and submitted a substitute scope of work / conflicting contract terms in place of those contained in the RFP. If Cascade Heating had concerns that the County was asking for the wrong scope of work, and something else might have been a better fit, they could have approached the County about an addendum to the RFP, or proposed one response based on the RFP's scope of work plus submitted an alternative option for the County to consider.
2. Quality Heating: Quality Heating submitted a bid bond that was otherwise adequate, but the bonded company was listed as Juniper Enterprises, not Quality Heating. Quality Heating failed to include the statement of good faith efforts to hire local workers, and failed to indicate whether it is a resident Oregon bidder.
3. Stephens Heating & Cooling: This firm submitted a substitute scope of work / conflicting contract terms in place of those contained in the RFP. Stephens also failed to seal their bid, as required by the RFP. The obligation to submit sealed proposals is contained in ORS 279C.365, and exists to protect the County from allegations of bid-shopping, and protect competing firms from having their bids unfairly undercut. If the bids are sealed, then the County will be insulated from the allegation that one of them improperly informed a competing company of what the bid is. Dealing with bid protests, even when the allegations are untrue, are an unnecessary drain on public resources.
4. Apollo Mechanical Contractors: Apollo failed to submit the required statement describing good faith efforts to hire local workers, and proposed a substitute scope of work in place of what was contained in the RFP.
5. Apex Mechanical: Apex failed to submit the required statement describing good faith efforts to hire local workers, and did not include the required 1st tier subcontractor disclosure form. The disclosure form is required by the RFP and ORS 279C.370, and could either be submitted with the original bid, or, pursuant to statute and the RFP, submitted 2 hours after the deadline for the original bid.

Finally, there are a few instances where the bidders made some small errors which are, in fairness merely minor informalities such as would not qualify the bid as being non-compliant. For instance, one bidder signed in a space marked for sole proprietorships, rather than (as would be appropriate in that instance) for corporations or LLCs. These types of errors do not jeopardize the substance of the bids, and I have not listed them all here.

C. Conclusion.

Given that all five of the bids received are non-compliant, staff recommends awarding the contract to Cascade Heating as the lowest non-responsive bid.

Alternatively, the County Court could consider rejecting all of the bids, and republishing a new RFP. Or, after reviewing the bids that have been received, Crook County could consider which bid is most compliant – of these, it is my recommendation that Quality Heating is the most compliant, and that its deficiencies are closer to the legal standard for minor informalities.

One issue in particular that merits discussion is how often firms tried to submit alternative scopes of work in place of what is described in the RFP itself. Several of the companies attempted this. If the County decides to award the contract to one of these firms, the County should make it clear that it is not accepting the substitute scope of work, and that it will expect the firm to sign the contract based on what was described in the RFP. If the firm does not, the County will need to consider whether to thereafter make a claim upon the company's bid bond.

I would therefore recommend the following motion: "I move to award the contract for the Library HVAC renovation work to Cascade Heating as the lowest non-responsive bid, and to authorize the County to sign the contract outside of meeting."

Please place this memo and the attached document(s) on the Wednesday, August 3, 2022 County Court Agenda as a DISCUSSION ITEM, for approval

PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library HVAC Equipment and Installation Project

Bidder's person to contact for additional information on this bid:

Name: John Muonio Company: Apex Mechanical LLC.

Address: 1507 SE Eaton Blvd. Battle Ground, WA 98604 Telephone: 360-852-1282

CCB#: 217047 Fax: 360-667-5065

DUNS#: 080246369 CAGE Code: 7N3T7
(Optional) (Optional)

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:

\$ 317,000.00

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. First-Tier Subcontractors Disclosure Form
- D. Sample Contract with Exhibits
- E. Payment Bond
- F. Performance Bond
- G. Statutory Public Works Bond

I. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs the installation of specified HVAC equipment. A more detailed scope of work can be found in the Sample Contract, attached herein as Exhibit D.

II. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Wednesday, June 29, 2022, at 9:00 a.m.
- Bid closing date and time: Tuesday, July 19, 2022, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration Office.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, July 19, 2022, at 2:05 p.m. local time. The apparent low bidder will be announced at that time.

- The names of first-tier subcontractors, if any, must be provided by 4:00 PM of Tuesday, July 19, 2022, local time as determined by the official clock located in the Crook County Administration Office.
- Contract award: Final award will be announced during a County Court Meeting on Wednesday, August 3, 2022, at 9:00 a.m.
- Required final completion date: Friday, October 31, 2022.

III. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3998. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

IV. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Director, 541-416-3998; or amy.albert@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

V. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 7, 2022. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

VI. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Library HVAC Project, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. Tuesday, July 19, 2022. Bids will be opened at the Administration Office at 2:05 p.m. on July 19, 2022.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. **Electronic submissions will not be accepted.** Any proposals received after 2:00 p.m. on July 19, 2022, will not be considered. Postmarks will not be used as a basis for determining timely delivery. **Faxed or emailed submittals will not be accepted.**

VII. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

VIII. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

IX. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is incorporated into the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

X. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit C and shall be submitted within two (2) hours of bid closing.

XI. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the

construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

XII. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

XIII. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;

- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

XIV. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

XV. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

XVI. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County

prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

XVII. BIDDER'S DECLARATION AND UNDERSTANDING

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, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, 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.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

XVIII. BIDDER'S INFORMATION

The name of the Bidder submitting this Proposal is: John Muonio Owner - Member,
doing business at Apex Mechanical LLC.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the

partnership, or of all persons interested in this Proposal as principals are as follows:

John Muonio Owner - Member

Seth Wilson Owner - Member

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2022.

Signature: _____

Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 19th day of July, 2022.

Name of Entity: Apex Mechanical LLC

By: _____

Signature

John Muonio

Print Name

Its: Owner - Member

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 217047

Expiration Date: 9/12/2023

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder [] is [X] is not a resident bidder.

If a resident bidder, enter your Oregon business address: _____

If a non-resident bidder, enter your state of residency: Washington

Non-Collusion Certification

By signing this proposal, bidder certifies that:

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

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

By submitting a bid, the bidder certifies that it has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

☒ [X] Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

☐ [] Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

☒ [X] Does comply with ORS 279C.505(2).

☐ [] Does not comply with ORS 279C.505(2).

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County

certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

☒ Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

☐ Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project: (or attach a separate written statement)

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature:  Date: 7/19/2022

By: John Muonio Title: Owner - Member

Firm: Apex Mechanical LLC. Phone: 360-852-1282

ADDENDUM No. 1
to
Crook County Library HVAC Equipment and Installation
Request for Proposals

Date: July 8, 2022
Number of Previous Addenda: Zero
Due Date for Proposals: Tuesday, July 19, 2022

TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal Documents for the Library HVAC Equipment and Installation Project in Crook County, Oregon dated June 29, 2022, as fully and completely as if the same were fully set forth herein.

1. Article V, "Addenda," of the Request For Proposals, is modified to read as follows, with additions underlined and deletions in *[italics]*.

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 19, 2022 *[July 7, 2022]*. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

2. Attachment A, "Scope of Work," is modified to read as follows:

"1. CU's: Replace the following CU's with similar sized Trane 14 SEER or equivalent CU's. (1) 1.5 ton, (1) 4 ton, and (7) 5 ton. Reuse existing curbs."

All bidders will acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum with the bid package.

Proposals submitted without acknowledgement or without this Addendum will be considered nonresponsive.

**Crook County Library HVAC Equipment and Installation Project
Contract No.: N/A**

KNOW ALL MEN BY THESE PRESENTS, that Fidelity and Deposit Company of Maryland

a surety company duly organized under the laws of the State of Illinois having
its principal place of business at 800 Fifth Avenue, Suite 3800, Seattle, 98104
in the State of Washington, and authorized to do
business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten
percent (10%) of the total amount of the proposal for the work hereinafter described, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Apex Mechanical, LLC is
herewith submitting its proposal for the following work:

**The Scope of Services as described in the Crook County Request For Proposals, Library
HVAC Equipment and Installation Project, dated June 28, 2022.**

All work is to be completed by **October 31, 2022**.

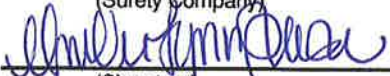
NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County
Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into
and executes the said contract and furnishes bond and insurance as required by the County within
the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and
effect. These obligations shall not be impaired or affected by any extension of time within which
the County may accept the bid or the required submittals, and Surety waives notice of any such
extensions.

Signed and sealed this 19th day of July, 2022.

SURETY

Fidelity and Deposit Company of Maryland

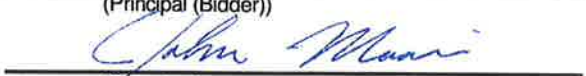
(Surety Company)


(Signature)

PRINCIPAL

Apex Mechanical, LLC

(Principal (Bidder))


(Signature)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Linda Diane SHADDON, Dana Marie BRINKLEY, Tamara A. RINGEISEN, Kari Michelle MOTLEY, Misti Marie Brill, Donald Percell SHANKLIN, JR, Sara Sophie SELLIN, Michael S. MANSFIELD, Amber Lynn REESE of Portland, Oregon, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of February, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of July, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



BIDDER'S PROPOSAL

CROOK COUNTY LIBRARY HVAC EQUIPMENT INSTALLATION

**Crook County, Oregon
Summer 2022**

PROJECT INFORMATION

Project Name: Crook County Library HVAC Equipment Installation
Date of Issue: Wednesday, June 29, 2022
Project County: Crook County, Oregon
Department: Crook County Facilities
Project Manager: Joe Viola, Facilities Director
 541-416-3998

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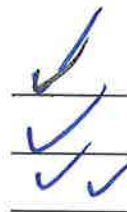
- Proposal
- Bidder's Certificate
- Bid Bond
- Non-Collusion Affidavit
- First-Tier Subcontractors Disclosure Form
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- Sample Contract and Exhibits
- Payment Bond
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INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

Submit with Bid:

1. Proposal (Bid) Fully Executed
2. Bidder's Certificate
3. Bid Bond or Other Security

**Submit within 2 Hours after Bid Submittal**

1. First-Tier Subcontractors Disclosure



PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library HVAC Equipment and Installation Project

Bidder's person to contact for additional information on this bid:

Name: BRIAN SCHAIN Company: Apollo Mechanical Constructors

Address: 7555 SW Tech Center, Dr. Tigard, OR 97223 Telephone: 503 358-7367

CCB#: 56241 Fax: _____

DUNS#: _____ CAGE Code: _____
(Optional) (Optional)

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:
\$ 176,077.00

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. First-Tier Subcontractors Disclosure Form
- D. Sample Contract with Exhibits
- E. Payment Bond
- F. Performance Bond
- G. Statutory Public Works Bond

I. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs the installation of specified HVAC equipment. A more detailed scope of work can be found in the Sample Contract, attached herein as Exhibit D.

II. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Wednesday, June 29, 2022, at 9:00 a.m.
- Bid closing date and time: Tuesday, July 19, 2022, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration Office.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, July 19, 2022, at 2:05 p.m. local time. The apparent low bidder will be announced at that time.

- The names of first-tier subcontractors, if any, must be provided by 4:00 PM of Tuesday, July 19, 2022, local time as determined by the official clock located in the Crook County Administration Office.
- Contract award: Final award will be announced during a County Court Meeting on Wednesday, August 3, 2022, at 9:00 a.m.
- Required final completion date: Friday, October 31, 2022.

III. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3998. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

IV. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Director, 541-416-3998; or amy.albert@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

V. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 7, 2022. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

VI. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Library HVAC Project, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. Tuesday, July 19, 2022. Bids will be opened at the Administration Office at 2:05 p.m. on July 19, 2022.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. **Electronic submissions will not be accepted.** Any proposals received after 2:00 p.m. on July 19, 2022, will not be considered. Postmarks will not be used as a basis for determining timely delivery. **Faxed or emailed submittals will not be accepted.**

VII. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

VIII. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

IX. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is incorporated into the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

X. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit C and shall be submitted within two (2) hours of bid closing.

XI. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the

construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

XII. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

XIII. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;

- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

XIV. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

XV. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

XVI. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County

prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

XVII. BIDDER'S DECLARATION AND UNDERSTANDING

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, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, 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.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

XVIII. BIDDER'S INFORMATION

The name of the Bidder submitting this Proposal is: Apollo Mechanical Contractors,
doing business at 1201 W. Columbia Drive, Kennewick, WA 99336.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the

partnership, or of all persons interested in this Proposal as principals are as follows:

Bruce Ratenford Angie Haisch
Robert Lindbloom Ryan Ratenford
Donald Jarrett _____

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this _____ day of _____, 2022.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18th day of July, 2022.

Name of Entity: Apollo Mechanical Contractors

By: [Signature]
Signature

Angie Haisch
Print Name

Its: Secretary, CFO



— MECHANICAL CONTRACTORS —
Facility Services

July 18, 2022

Crook County

Reference: Crook County Library HVAC Equipment Installation

To: Joe Viola,

The following proposal is for the above referenced project and is based RFP Documents and Add-1 dated 7/8/22. Please review scope of work below.

➤ **Scope of Work**

1. CU's: Replace the following CUs with similar sized Trane 14 SEER CU's. (1) 1.5-T, (1) 4-T & (7) 5-T. Reuse ex. curbs.
2. AHU's: Replace the following AHUs with similar sized Trane condensing furnaces: (7) 80 MBH Furnaces, (1) 100 MBH Furnace & (1) 40 MBH Furnace. Replacement furnaces to have DD 9 speed ECM fan motors with single stage gas valve, tubular SS primary and secondary HTX.
3. Replacement of existing evap coils with new R410A evaporator coils of similar performance as existing.
4. Furnish and install all necessary duct transitions and reuse existing plenums & filter racks.
5. No work proposed for existing OSA dampers, economizers and smoke detectors.
6. Reuse existing refrigerant line-sets. We will use flush kits to prep for use with R410A. If any of the ex. line-sets need replacing or are undersized for the replacement equipment, we will notify you and adjust our price as needed.
7. Reconnect new furnaces to existing PVC flue & condensate piping.
8. Provide new gas shut off valves and flex connectors at each furnace.
9. Excludes any upsizing of any breakers or wiring modification.
10. Replace existing thermostats with new and reconnect to existing control wiring.
11. Reuse existing economizer controls and dampers. No other work or repairs proposed.
12. Leak test and pull vacuum to 500 microns for 24 hours to ensure dry and tight circuit.
13. Mechanical permit and record drawings at completion of project.
14. Start-up, test and confirm manufacturers recommended R-410A refrigerant charge.
15. Labor is based on normal ST labor rates M-F.

➤ **Exclusions/Clarifications**

1. Overtime or after-hours work.
2. Assumes we can take down multiple units at a time during normal ST hours M-F.
3. Repairs/replacement of equipment other than what is mentioned above.
4. Duct smoke detectors.
5. Expedited shipping charges.
6. Power wiring if needed to replace conduit, wire, disconnects or circuit breakers.



— MECHANICAL CONTRACTORS —
Facility Services

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Total..... \$ 176,077.00

If you have any questions, please feel free to call me on my cell at (503) 358-7367.

Sincerely,

Brian Schain
Service Manager

ADDENDUM No. 1
to
Crook County Library HVAC Equipment and Installation
Request for Proposals

Date: July 8, 2022

Number of Previous Addenda: Zero

Due Date for Proposals: Tuesday, July 19, 2022

TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal Documents for the Library HVAC Equipment and Installation Project in Crook County, Oregon dated June 29, 2022, as fully and completely as if the same were fully set forth herein.

1. Article V, "Addenda," of the Request For Proposals, is modified to read as follows, with additions **underlined** and deletions in *[italics]*.

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on **July 19, 2022** *[July 7, 2022]*. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

2. Attachment A, "Scope of Work," is modified to read as follows:

"1. CU's: Replace the following CU's with similar sized Trane 14 SEER or equivalent CU's. (1) 1.5 ton, (1) 4 ton, and (7) 5 ton. Reuse existing curbs."

All bidders will acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum with the bid package.

Proposals submitted without acknowledgement or without this Addendum will be considered nonresponsive.

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 56241 Expiration Date: 5/5/2024

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder ☒ is ☐ is not a resident bidder.

If a resident bidder, enter your Oregon business address: _____

7555 S.W. Tech Center Drive Tigard Oregon

If a non-resident bidder, enter your state of residency: _____

Non-Collusion Certification

By signing this proposal, bidder certifies that:

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

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

By submitting a bid, the bidder certifies that it has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

☒ Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

☐ Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

☒ Does comply with ORS 279C.505(2).

☐ Does not comply with ORS 279C.505(2).

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County

certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

☒ Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

☐ Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project: (or attach a separate written statement)

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature: Dale W. Hollander

Date: July 18, 2022

By: Dale Hollander

Title: Vice President

Firm: Apollo Mechanical

Phone: 509-727-5316

Proposal Bond

Crook County Library HVAC Equipment and Installation Project
Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS, that Western Surety Company

a surety company duly organized under the laws of the State of SD having
 its principal place of business at 151 N. Franklin Street, Chicago, IL 60606

IL, and authorized to do
 business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten
 percent (10%) of the total amount of the proposal for the work hereinafter described, for the
 payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
 administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Apollo Sheet Metal, Inc. dba
 Apollo Mechanical Contractors is
 herewith submitting its proposal for the following work:

The Scope of Services as described in the Crook County Request For Proposals, Library
 HVAC Equipment and Installation Project, dated June 28, 2022.

All work is to be completed by **October 31, 2022.**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County
 Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into
 and executes the said contract and furnishes bond and insurance as required by the County within
 the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and
 effect. These obligations shall not be impaired or affected by any extension of time within which
 the County may accept the bid or the required submittals, and Surety waives notice of any such
 extensions.

Signed and sealed this 12th day of July, 2022.

SURETY

Western Surety Company

(Surety Company)

Kenneth J. Frick
 (Signature)

Kenneth J. Frick, OR Lic.#683264
 Attorney-in-Fact

PRINCIPAL

Apollo Sheet Metal, Inc. dba
 Apollo Mechanical Contractors

(Principal (Bidder))

[Signature]
 (Signature)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.



WESTERN SURETY COMPANY

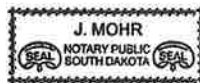
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME Crook County Library HVAC Equipment + Installation

BID # _____

BID CLOSING: Date: 7/14/22 Time: 2:00 PM

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

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) <u>EC Electric</u>	<u>\$ 15,882</u>	<u>Electrical</u>
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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):

Apollo Mechanical Contractors

Contact name:

BREAN SCHAEINPhone no.: (503) 358-7267

ORS 279C.570 First-tier subcontractor disclosures. (1) No working hours after the date and time of the deadline when this sub does to a contracting agency for a public improvement contract.

(2) A bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that

(a) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and

(b) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$500,000 regardless of the percentage of the total project bid.

(c) For each contract to which the subcontractor applies, the contracting agency shall complete a disclosure for submission of bids that has a date on a Tuesday, Wednesday or Thursday and is filed between 2 p.m. and 5 p.m., except that the percentage does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(d) This subcontractor applies only to public improvement contracts ("projects") with a value, as defined by the contracting agency, of more than \$100,000.

(e) The disclosure of first-tier subcontractors under subsection (1) of this section must include the names of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed to substantially the following format:

(f) A contracting agency shall accept the subcontractor disclosure. This contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(g) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(h) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.569.

(i) A subcontractor may file a complaint under ORS 279C.550 based on the disclosure requirements of subsection (1) of this section.

W-4-173 (05-10-10)

PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library HVAC Equipment and Installation Project

Bidder's person to contact for additional information on this bid:

Name: Eric Tabert Company: Cascade Heating & Specialties

Address: 1507 NE 1st street Bend, OR 97701 Telephone: 541-382-8483

CCB#: 1022 Fax: 541-382-8314

DUNS#: _____ CAGE Code: _____
(Optional) (Optional)

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:

\$ 115,346

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. First-Tier Subcontractors Disclosure Form
- D. Sample Contract with Exhibits
- E. Payment Bond
- F. Performance Bond
- G. Statutory Public Works Bond

I. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs the installation of specified HVAC equipment. A more detailed scope of work can be found in the Sample Contract, attached herein as Exhibit D.

II. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Wednesday, June 29, 2022, at 9:00 a.m.
- Bid closing date and time: Tuesday, July 19, 2022, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration Office.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, July 19, 2022, at 2:05 p.m. local time. The apparent low bidder will be announced at that time.

- The names of first-tier subcontractors, if any, must be provided by 4:00 PM of Tuesday, July 19, 2022, local time as determined by the official clock located in the Crook County Administration Office.
- Contract award: Final award will be announced during a County Court Meeting on Wednesday, August 3, 2022, at 9:00 a.m.
- Required final completion date: Friday, October 31, 2022.

III. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3998. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

IV. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Director, 541-416-3998; or amy.albert@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

V. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 7, 2022. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

VI. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Library HVAC Project, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. Tuesday, July 19, 2022. Bids will be opened at the Administration Office at 2:05 p.m. on July 19, 2022.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. **Electronic submissions will not be accepted.** Any proposals received after 2:00 p.m. on July 19, 2022, will not be considered. Postmarks will not be used as a basis for determining timely delivery. **Faxed or emailed submittals will not be accepted.**

VII. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

VIII. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

IX. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is incorporated into the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

X. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit C and shall be submitted within two (2) hours of bid closing.

XI. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the

construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

XII. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

XIII. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;

- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

XIV. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

XV. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

XVI. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County

prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

XVII. BIDDER'S DECLARATION AND UNDERSTANDING

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, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, 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.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

XVIII. BIDDER'S INFORMATION

The name of the Bidder submitting this Proposal is: Eric Tabert - Project Manager,
doing business at Cascade Heating & Specialties.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the

partnership, or of all persons interested in this Proposal as principals are as follows:

Trevor Wigle - Principal

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this _____ day of _____, 2022.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 18 day of July, 2022.

Name of Entity: Cascade Heating and Specialties, Inc.

By: 
 Signature

Trevor Wigle
 Print Name

Its: President

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 1022 Expiration Date: 1/17/23

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder [x] is [] is not a resident bidder.

If a resident bidder, enter your Oregon business address: 1507 NE 1st street Bend, OR 97701

If a non-resident bidder, enter your state of residency: _____.

Non-Collusion Certification

By signing this proposal, bidder certifies that:

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

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

By submitting a bid, the bidder certifies that it has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

☒ Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

☐ Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

☒ Does comply with ORS 279C.505(2).

☐ Does not comply with ORS 279C.505(2).

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County

certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

☒ Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

☐ Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project: (or attach a separate written statement)

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature:  Date: 7/19/22

By: Eric Tabert Title: Commercial Project Manager

Firm: Cascade Heating & Specialties Phone: 541-410-9422

Proposal Bond

Crook County Library HVAC Equipment and Installation Project Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS, that Markel Insurance Company
4521 Highwoods Parkway Glen Allen, Virginia 23068
 a surety company duly organized under the laws of the State of Illinois having
 its principal place of business at 4949 Meadows Rd., Suite 625, Lake Oswego, OR 97035
 in the State of Oregon, and authorized to do
 business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten
 percent (10%) of the total amount of the proposal for the work hereinafter described, for the
 payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
 administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Cascade Heating and Specialties Inc. is
 herewith submitting its proposal for the following work:

**The Scope of Services as described in the Crook County Request For Proposals, Library
 HVAC Equipment and Installation Project, dated June 28, 2022.**

All work is to be completed by **October 31, 2022.**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County
 Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into
 and executes the said contract and furnishes bond and insurance as required by the County within
 the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and
 effect. These obligations shall not be impaired or affected by any extension of time within which
 the County may accept the bid or the required submittals, and Surety waives notice of any such
 extensions.

Signed and sealed this 19th day of July, 2022.

SURETY

Markel Insurance Company
 (Surety Company)


 (Signature)
 Amanda J. Lee, Attorney-In-Fact

PRINCIPAL

Cascade Heating and Specialties Inc.
 (Principal (Bidder))


 (Signature)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gail A. Price, Gloria Bruning, Vicki Nicholson, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski,
Sterling Drew Roddan, Justin Cumnock, Amanda J. Lee, Scott Willis, Christopher A. Reburn, Leticia Romano

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

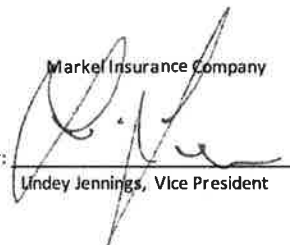
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of October, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



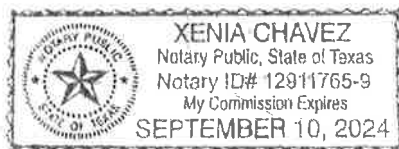
Markel Insurance Company

By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of October, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Chavez, Notary Public
My Commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 19th day of July, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 3710009
For verification of the authority of this Power you may call (713)812-0600 on any business day between 8:30 AM and 5:00 PM CST.



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: Crook County Library HVAC Equipment Installation

BID #:

BID CLOSING: Date: 7/19/22 Time: 1400

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

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) Tomco	\$ 11735	Electrical
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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): Eric Tabert

Contact name: Eric Tabert

Phone no.: (541) 410-9422

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the opening when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (a) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (b) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid, between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (c) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (d) This subsection applies only to public improvement contracts ("projects") with a value, as determined by the contracting agency, of more than \$100,000.
- (e) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.355 (2).
- (f) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following (below) form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.386.
- (6) A subcontractor may file a complaint under ORS 279C.580 based on the disclosure requirements of subsection (1) of this section.

VH-179 (08-0-10)

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, * hereafter referred to as **CONTRACTOR**, and **CROOK COUNTY**, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and bid specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is * AND * /100 DOLLARS (\$*), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications all of which are incorporated herein by reference. All of said plans and specifications, the required bonds, Workers Compensation coverage and insurance coverage documents, and this contract and its attachments (**Attachments A through F**), constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **October 31, 2022**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on *. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of */100 DOLLARS (\$), except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK**

COUNTY budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. The **CONTRACTOR** shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the **CONTRACTOR**, the **COUNTY**, or to others on account of the negligence or misconduct of the **CONTRACTOR** or any Subcontractor under the Contract. The **CONTRACTOR** shall indemnify and save harmless the **COUNTY**, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the **CONTRACTOR** or any Subcontractor under the Contract or any way arising out of the Contract, to the extent caused by the negligence or misconduct of the **CONTRACTOR**, or any Subcontractor under the Contract. **CONTRACTOR** shall not be required to indemnify under this paragraph to the extent damages are caused in whole or in part from the negligence of the **COUNTY**, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate **CONTRACTOR'S** obligations in this paragraph.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by

posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

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

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

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

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs

suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

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

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

- (a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging

small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

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

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

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

43. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

44. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal

or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

45. **CONTRACTOR** shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold **CROOK COUNTY** harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

- (a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by **CONTRACTOR** or subcontractor.
- (b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

46. This Construction Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

CROOK COUNTY

Business

Name: _____

By: Sample - Do Not Sign

Signature

Print Name

Its: _____

Date _____

Contractor's CCB # _____

Telephone Number

Address

City

State

Zip

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

ATTACHMENT A SCOPE OF WORK

CROOK COUNTY FACILITIES

BUILDING: CROOK COUNTY LIBRARY

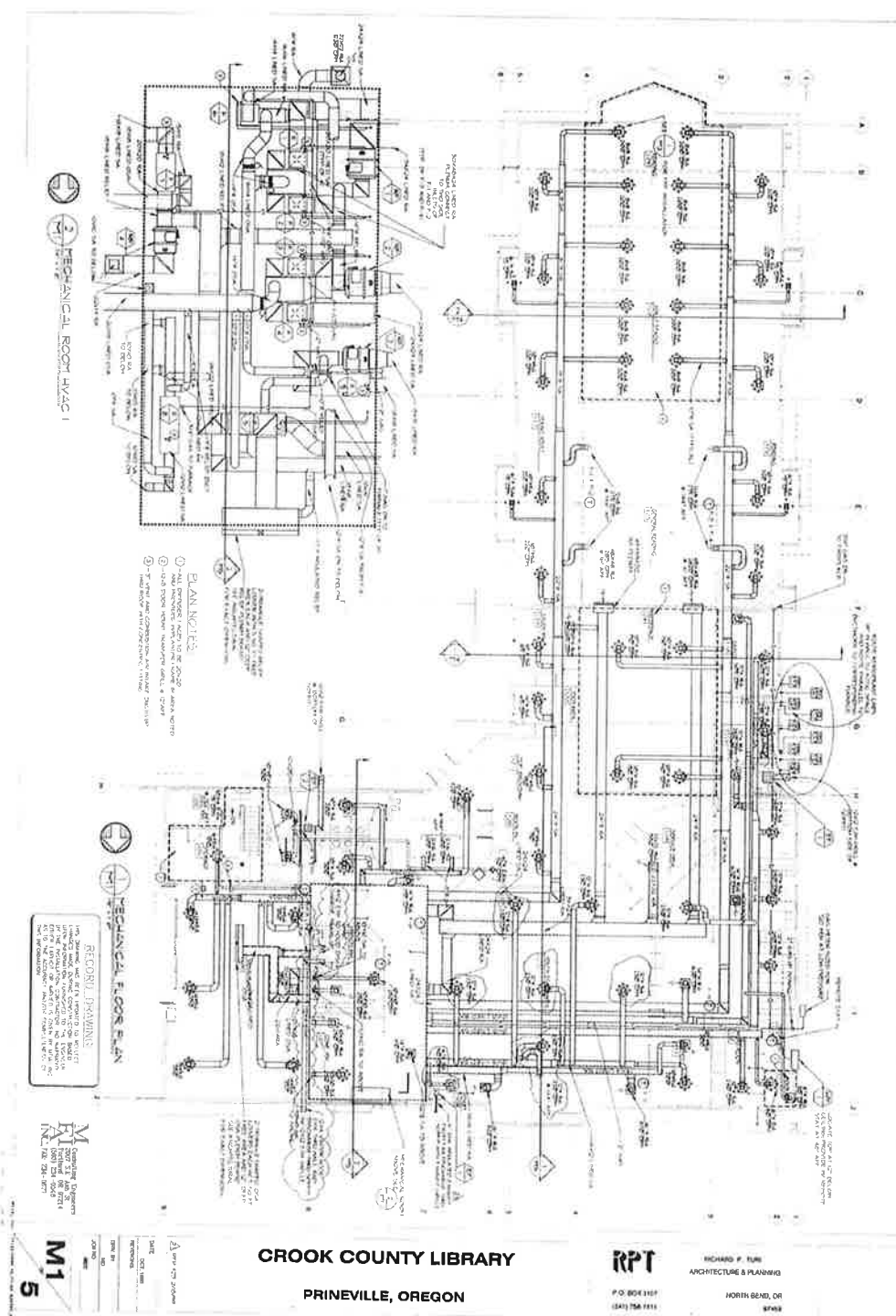
SCOPE OF WORK: HVAC EQUIPMENT AND INSTALLATION

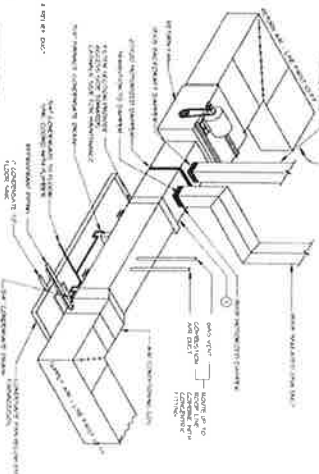
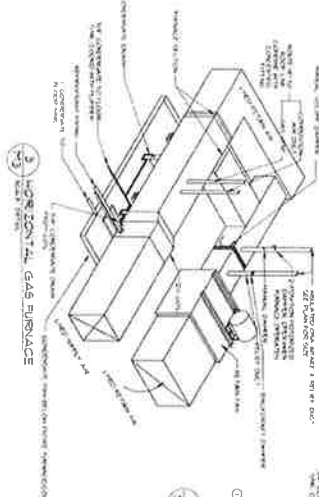
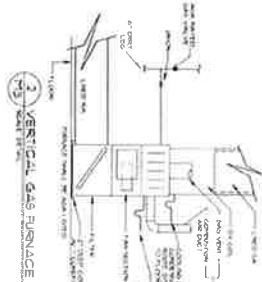
LOCATION: 175 NW MEADOW LAKES DR

PRINEVILLE, OR 97754

• **WORK TO INCLUDE:**

1. CU's: Replace the following CU's with similar sized Trane 14 SEER or equivalent CU's. (1) 1.5-T, (1) 3-T, (5) 3.5-T, (1) 4-T & (1) 5-T. Reuse ex. curbs.
 2. AHU's: Replace the following AHUs with similar sized Trane condensing or equivalent furnaces: (7) 80 MBH Furnaces, (1) 100 MBH Furnace & (1) 40 MBH Furnace. Replacement furnaces to have DD 9 speed ECM fan motors with single stage gas valve, tubular SS primary and secondary HTX.
 3. Replacement of existing evap coils with new R410A evaporator coils of similar performance as existing.
 4. Furnish and install all necessary duct transitions and reuse existing plenums & filter racks.
 5. No work proposed for existing OSA dampers, economizers, and smoke detectors.
 6. Reuse existing refrigerant line-sets. Use flush kits to prep for use with R410A. If any of the ex. line-sets need replacing or are undersized for the replacement equipment, please notify Crook County Facilities and adjust price as needed.
 7. Reconnect new furnaces to existing PVC flue & condensate piping.
 8. Provide new gas shut off valves and flex connectors at each furnace.
 9. Excludes any upsizing of any breakers or wiring modification.
 10. Replace existing thermostats with new and reconnect to existing control wiring.
 11. Reuse existing economizer controls and dampers. No other work or repairs proposed.
 12. Leak test and pull vacuum to 500 microns for 24 hours to ensure dry and tight circuit.
 13. Mechanical permit.
 14. Start-up, test and confirm manufacturers recommended R-410A refrigerant charge.
 15. Labor is based on normal ST labor rates M-F.
- Provide a complete and comprehensive set of shop drawings, sample, submittals, schedules, color charts, literature as applicable; precisely identifying each item of equipment of material to be used on the subject project. Note: No substitution of originally specified products will be considered without receiving literature on both the specified product and the proposed substitution identifying the equality or superiority of the product and deductive cost amounts and or availability of material schedule comparisons for each item proposed.
 - Provide all required tools, equipment, lifting devices, scaffolding, rough hardware, and incidentals necessary in the completion of your work.
 - Subcontractor shall keep work area clean and free from collection of debris caused by his work operation as required to provide a safe working environment for his employees, as well as other subcontractor's employees, on a daily basis or as deemed necessary by contractor's superintendent and or safety engineer. This clean up shall include on and offsite streets as required, including that of governing agencies during your work operation. All remaining unused materials shall be removed from site at completion of you





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STANDARD TESTS									
TEST	UNIT	TEST	UNIT	TEST	UNIT	TEST	UNIT	TEST	UNIT
1. Tensile strength	psi	2. Elongation	%	3. Modulus of elasticity	psi	4. Poisson's ratio		5. Impact strength	ft-lb
6. Hardness	Rockwell C	7. Compressive strength	psi	8. Torsion strength	psi	9. Fatigue strength	psi	10. Creep resistance	hr
11. Thermal stability	°C	12. Oxidation resistance	hr	13. Corrosion resistance	hr	14. Radiation resistance	Mrad	15. Biocompatibility	yr
16. Electrical conductivity	ohm-cm	17. Thermal conductivity	W/m-K	18. Coefficient of thermal expansion	ppm/°C	19. Glass transition temperature	°C	20. Melting point	°C
21. Density	g/cm³	22. Surface energy	J/m²	23. Adhesion strength	psi	24. Cohesion strength	psi	25. Friction coefficient	
26. Wear resistance	mm³	27. Abrasion resistance	mm³	28. Scratch resistance	mm	29. Impact resistance	J/m²	30. Tear strength	psi
31. Compression set	%	32. Tensile set	%	33. Aging resistance	yr	34. UV resistance	hr	35. Salt crystallization resistance	hr
36. Acid resistance	hr	37. Alkali resistance	hr	38. Solvent resistance	hr	39. Microbial resistance	yr	40. Flame retardancy	hr
41. Smoke density	kg/m³	42. Heat release rate	W/m²	43. Char yield	%	44. Weight loss	%	45. Volume loss	%
46. Gas production	g/m²	47. pH		48. Viscosity	Pa-s	49. Surface roughness	µm	50. Surface finish	µm
51. Surface texture	µm	52. Surface area	m²/g	53. Surface porosity	%	54. Surface permeability	cm³/g	55. Surface conductivity	ohm-cm
56. Surface resistance	ohm-cm	57. Surface capacitance	µF	58. Surface inductance	µH	59. Surface impedance	ohm	60. Surface admittance	ohm
61. Surface reactance	ohm	62. Surface susceptance	ohm	63. Surface conductance	ohm	64. Surface resistance	ohm	65. Surface reactance	ohm
66. Surface susceptance	ohm	67. Surface conductance	ohm	68. Surface resistance	ohm	69. Surface reactance	ohm	70. Surface susceptance	ohm
71. Surface conductance	ohm	72. Surface resistance	ohm	73. Surface reactance	ohm	74. Surface susceptance	ohm	75. Surface conductance	ohm
76. Surface resistance	ohm	77. Surface reactance	ohm	78. Surface susceptance	ohm	79. Surface conductance	ohm	80. Surface resistance	ohm
81. Surface reactance	ohm	82. Surface susceptance	ohm	83. Surface conductance	ohm	84. Surface resistance	ohm	85. Surface reactance	ohm
86. Surface susceptance	ohm	87. Surface conductance	ohm	88. Surface resistance	ohm	89. Surface reactance	ohm	90. Surface susceptance	ohm
91. Surface conductance	ohm	92. Surface resistance	ohm	93. Surface reactance	ohm	94. Surface susceptance	ohm	95. Surface conductance	ohm
96. Surface resistance	ohm	97. Surface reactance	ohm	98. Surface susceptance	ohm	99. Surface conductance	ohm	100. Surface resistance	ohm

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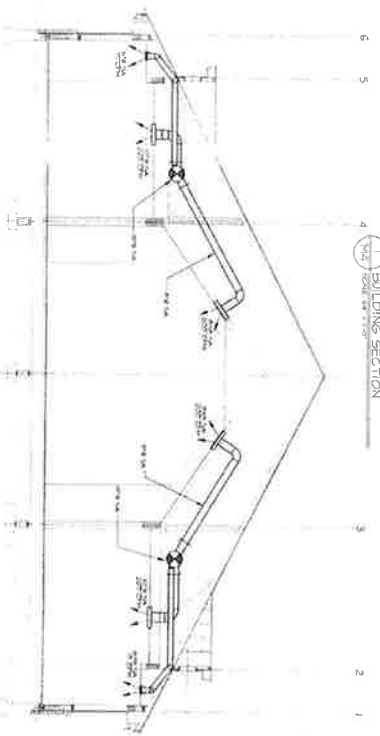
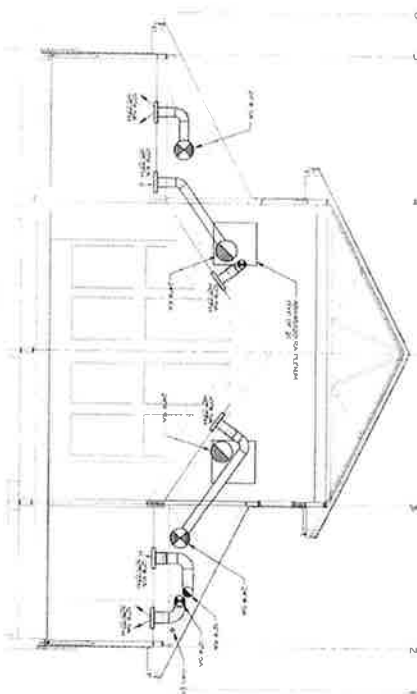
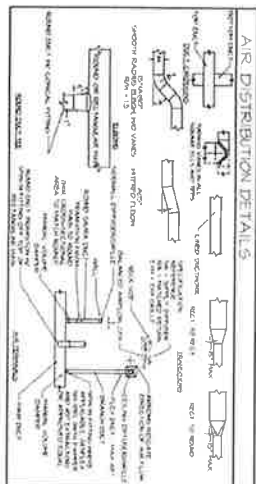
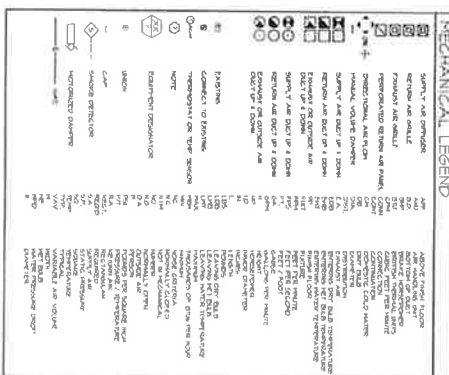
RECORD DRAINING
 may, playing and often leading to injury; playing under adverse conditions could affect an individual's fitness to be recruited by the recruitment commission. No absolute fitness level can be set in cases of injury, as to the accuracy and/or content of the TMS information.

MAI
INC. FAX 214-246-0877

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT
P.O. BOX 1125
(541) 755-3311

RICHARD P. TURK
ARCHITECTURE & PLANNING
NORTH BEND, OR
95705

[illegible]

**M
H
A
INC**
Consulting Engineers
2007 S.E. Ash St.
Portland, OR 97214
(503) 224-0548
FAX 224-0577

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT
 ROYAL P. TUNNEY
 ARCHITECTURE & PLANNING
 P.O. BOX 1107
 (301) 756-1111
 NORTH BEND, IA
 52159

ATTACHMENT B

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. ☐ "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

2. ☐ "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. ☐ Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: _____

Signature

Print Name

Its: _____

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

ATTACHMENT C

Insurance Coverage Required

CONTRACTOR shall not commence any work until CONTRACTOR obtains, at CONTRACTOR's own expense, all required insurance as specified below. Approval of CROOK COUNTY is required as to limits, form, and amount. CONTRACTOR is required to obtain or maintain the following for the full period of the contract:

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

COVERAGE S	LIMITS
<u> </u> Explosion & Collapse	\$1 million per occurrence
<u> </u> Underground Hazard	<u>X</u> Limits of the Oregon Tort Claims Act
<u> </u> Products/Completed Operations	(ORS 30.260-30.300) presently at \$1,412,000 per
<u>X</u> Contractual Liability	occurrence <u>X</u> Other - Tort limits adjusted per ORS
<u> </u> Broad Form Property Damage	30.372(4) beginning in 2015
<u> </u> Owners & Contractors Protective	

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

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

LIMITS

 \$1 million per occurrence
 Other - Tort limits adjusted per ORS 30.372(4) beginning in 2015
 Not less than the limits of the Oregon Tort Claims Act
 (ORS 30.260-30.300) presently at \$1,538,300 per occurrence

PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

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

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

 EMPLOYERS LIABILITY insurance with limits of \$500,000.

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

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

In the event of cancellation or change of the information above, CONTRACTOR certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date: _____

By:

Signature

Print Name

Its:

ATTACHMENT D

Performance Bond

Crook County Library HVAC Equipment and Installation Project

Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this ____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

Agent

PRINCIPAL: _____
Principal's Name (Print or Type)

Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

ATTACHMENT E

Payment Bond

Crook County Library HVAC Equipment and Installation Project
Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this ____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

PRINCIPAL: _____
Principal's Name (Print or Type)

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

Surety's Seal Must Be Affixed



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

ATTACHMENT F

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and

_____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

_____, (Seal)

_____, Name

Company Name

_____, Signature

_____, Signature

_____, Title (e.g. Attorney-in-Fact)

_____, Title

_____, Address

_____, Address

_____, City

_____, State

_____, Zip

_____, City

_____, State

_____, Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621



1507 NE 1ST - BEND, OREGON 97701 - 541-382-8483 - FAX 541-382-8314

Date	19-Jul-22	Phone	541-416-3998	Proposal No.	#SF19JUN2022a
Name	Crook County c/o Joe Viola			Job Name	Crook County Library
Street	300 NE Third St.			Street	175 NW Meadow Lakes Dr.
City & State	Prineville, OR 97754			City & State	Prineville, OR 97754
Legal Description					

PROPOSAL TO PROVIDE AND INSTALL HVAC EQUIPMENT PER INVITATION TO BID DATED JUNE 29,2022
INCLUDING ADDENDUM NO. 1 DATED JULY 8TH, 2022.

SCOPE AND COST BREAKDOWN:

Materials

- a. Condenser (Trane)
- b. Furnace (Trane)
- c. Thermostats (Honeywell)
- d. Duct transitions as required

Labor

- a. Install Materials and Equipment Above
- b. Startup and test
- c. Line voltage electrical disconnect/reconnect

Misc.

- a. Flush Kits for existing line sets

PROJECT TOTAL \$ 115,346

INCLUDES: CAT Surcharge, Lift and Rigging, Line Voltage (Tomco Electric), Mechanical and Electrical permits,
Payment/Performance Bonds, Prevailing Wage Rates (Sheet metal/Pipefitter)

EXCLUDES: STRUCTURAL FRAME / CUT / PATCH, ENGINEERING CALCULATIONS, UPGRADES REQUIRED FOR
INSUFFICIENT OR NON-CODE COMPLIANT ELECTRICAL, ECONOMIZER CONTROLS, SMOKE DETECTOR OR FIRE
ALARM SCOPE OF WORK, AIR BALANCING, LINE SETS (RE-USE EXISTING), VENT KITS (RE-USE EXISTING)

Equipment availability disclosure:

Current lead times suggest 60+ days for delivery of all equipment and can change with little to no
notice. Due to the liquidated damages clause and completion date of 10/31/2022, if equipment is not
delivered prior to 9/19/2022 we will request an extension of the substantial completion date.

ADD: Upgrade to Honeywell T10 Wifi capable thermostat (X9) \$ 1,684

This proposal shall become a binding contract between the parties hereto when accepted by an owner or authorized agent of the premises
where the work is to be done and properly installed. All property installed hereunder shall be and remain the property of Cascade Heating & Specialties, Inc.,
until fully paid for and shall not become part of the property of the premises where installed. All or any part of the property installed hereunder may be removed
from said premises by Cascade Heating & Specialties, Inc., or its assigns, at anytime if not paid for as herein set out.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any
alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and
above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary
insurance. Our workers are fully covered by Workmen's Compensation Insurance.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

Authorized Signature

Eric Tabert

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.

Accepted:

Signature

Date

Signature



BIDDER'S PROPOSAL

CROOK COUNTY LIBRARY HVAC EQUIPMENT INSTALLATION

Crook County, Oregon
Summer 2022

PROJECT INFORMATION

<u>Project Name:</u>	Crook County Library HVAC Equipment Installation
<u>Date of Issue:</u>	Wednesday, June 29, 2022
<u>Project County:</u>	Crook County, Oregon
<u>Department:</u>	Crook County Facilities
<u>Project Manager:</u>	Joe Viola, Facilities Director 541-416-3998

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Section I – Bidding Information

- Invitation to Bid
- Instructions to Bidders

Section II – Contract Documents

- Proposal
- Bidder's Certificate
- Bid Bond
- Non-Collusion Affidavit
- First-Tier Subcontractors Disclosure Form
- Bidder's List
- Sample Contract and Exhibits
- Payment Bond
- Performance Bond
- Statutory Public Works Bond

INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

Submit with Bid:

- | | |
|----------------------------------|----------|
| 1. Proposal (Bid) Fully Executed | <u>X</u> |
| 2. Bidder's Certificate | <u>X</u> |
| 3. Bid Bond or Other Security | <u>X</u> |

Submit within 2 Hours after Bid Submittal

- | | |
|---|----------|
| 1. First-Tier Subcontractors Disclosure | <u>X</u> |
|---|----------|



BIDDER'S PROPOSAL

CROOK COUNTY LIBRARY HVAC EQUIPMENT INSTALLATION

**Crook County, Oregon
Summer 2022**

PROJECT INFORMATION

Project Name: Crook County Library HVAC Equipment Installation
Date of Issue: Wednesday, June 29, 2022
Project County: Crook County, Oregon
Department: Crook County Facilities
Project Manager: Joe Viola, Facilities Director
 541-416-3998

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INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

Submit with Bid:

1. Proposal (Bid) Fully Executed _____
2. Bidder's Certificate _____
3. Bid Bond or Other Security _____

Submit within 2 Hours after Bid Submittal

1. First-Tier Subcontractors Disclosure _____

PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library HVAC Equipment and Installation Project

Bidder's person to contact for additional information on this bid:

Name: SEAN BELDEN Company: QUALITY HEATING

Address: 1130 SE LAKE RD Telephone: 541-923-4752

CCB#: 41797 Fax: _____

DUNS#: _____ CAGE Code: _____
(Optional) (Optional)

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:

\$ 133,290 w/o ADDITIONAL OPTIONS INCLUDED

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. First-Tier Subcontractors Disclosure Form
- D. Sample Contract with Exhibits
- E. Payment Bond
- F. Performance Bond
- G. Statutory Public Works Bond

I. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs the installation of specified HVAC equipment. A more detailed scope of work can be found in the Sample Contract, attached herein as Exhibit D.

II. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Wednesday, June 29, 2022, at 9:00 a.m.
- Bid closing date and time: Tuesday, July 19, 2022, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration Office.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, July 19, 2022, at 2:05 p.m. local time. The apparent low bidder will be announced at that time.

Proposal

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Your Comfort Specialists

HEAT PUMPS - AIR CONDITIONERS
FURNACES - DUCTLESS SYSTEMS
STOVES - FIREPLACES
www.QualityHeat.com

1130 S.E Lake Rd. Redmond OR 97756	Sales & Service Residential & Commercial Financing Available	Phone: 541 923-4752 FAX: 541 923-4535 CCB# 41797 
Proposal submitted to: JOE VIOLA	Phone 541-416-3998	Date 7/19/22
Street 300 NE 3 rd St	Job Name Library HVAC Equipment and Installation Project	
City, State and Zip code Prineville Or 97754	Job Location 175 NW MEADOW LAKES DR	

E-Mail address:

We hereby submit specification and estimates for the following:

Provide and install HVAC equipment per RFP dated 6/29/22 including addendum 1. Equipment list as follows:

- 1 100K 96% AFUE single stage Trane natural gas furnace with new gas valve and flex connector
- 7 80K 96% AFUE single stage Trane natural gas furnaces with new gas valve and flex connector
- 1 40K 96% AFUE single stage Trane natural gas furnace with new gas valve and flex connector
- 7 5 Ton Trane XR14 3 phase air conditioners
- 1 4 Ton Trane XR14 3 phase air conditioner
- 1 1.5 Ton Trane XR14 1 phase air conditioner
- 9 Trane evaporative coils
- 9 Honeywell Programmable Thermostats

Flush and reuse all refrigerant lines (Not Recommended)

Price.....\$133,290

Run new refrigerant lines (Recommended) add.....\$24,433

Install de-ice and low ambients kits add.....\$3,060

Equipment Lead Time 90+ Days

EXCLUSIONS: PAINTING, FRAMING, PLUMBING, CONCRETE, ROOFING, T-BAR GRID REMOVAL, ENGINEERING, CRANE LIFT, HIGH VOLTAGE ELECTRICAL WORK, CONDUIT,

We, hereby, propose to furnish material and labor-complete in accordance with above specifications, for the sum: \$()

Payment to be made as follows: Progress billing and/or 100% due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary

Authorized Signature

Sales Representative Sean Belden

(Contractor warrants parts and labor for one year minimum)

Note: This proposal may be withdrawn by us if not accepted within 60 days

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to work as specified. Payment(s) will be made as outlined above.

Signature _____

Signature _____

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- The names of first-tier subcontractors, if any, must be provided by 4:00 PM of Tuesday, July 19, 2022, local time as determined by the official clock located in the Crook County Administration Office.
- Contract award: Final award will be announced during a County Court Meeting on Wednesday, August 3, 2022, at 9:00 a.m.
- Required final completion date: Friday, October 31, 2022.

III. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3998. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

IV. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Director, 541-416-3998; or amy.albert@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

V. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 7, 2022. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

VI. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Library HVAC Project, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. Tuesday, July 19, 2022. Bids will be opened at the Administration Office at 2:05 p.m. on July 19, 2022.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. **Electronic submissions will not be accepted.** Any proposals received after 2:00 p.m. on July 19, 2022, will not be considered. Postmarks will not be used as a basis for determining timely delivery. **Faxed or emailed submittals will not be accepted.**

VII. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

VIII. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

IX. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is incorporated into the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

X. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit C and shall be submitted within two (2) hours of bid closing.

XI. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the

construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

XII. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

XIII. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;

- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

XIV. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

XV. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

XVI. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County

prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

XVII. BIDDER'S DECLARATION AND UNDERSTANDING

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, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, 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.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

XVIII. BIDDER'S INFORMATION

The name of the Bidder submitting this Proposal is: SEAN BELDEN
QUALITY HEATING
 doing business at 1130 SE LAKE RD, REDMOND, OR, 97756

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the

partnership, or of all persons interested in this Proposal as principals are as follows:

QUALITY HEATING _____

If sole proprietor or partnership:

IN WITNESS hereto the undersigned has set its hand this _____ day of _____, 2022.

Signature: _____ Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 19th day of July, 2022.

Name of Entity: QUALITY HEATING

By: 
 Signature

SEAN BELDEN
 Print Name

Its: SALES REP

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 41797 Expiration Date: 5-3-24

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder ☐ is ☐ is not a resident bidder.

If a resident bidder, enter your Oregon business address: 1130 SE LAKE RD
REDMOND OR 97756.

If a non-resident bidder, enter your state of residency: _____.

Non-Collusion Certification

By signing this proposal, bidder certifies that:

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

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

By submitting a bid, the bidder certifies that it has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

☒ Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

☐ Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

☒ Does comply with ORS 279C.505(2).

☐ Does not comply with ORS 279C.505(2).

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County

certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

☒ Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

☐ Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project: (or attach a separate written statement)

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature:  Date: 7/19/22

By: _____ Title: SALES REP

Firm: QUALITY HEATING Phone: 541-923-4752

Proposal Bond

Crook County Library HVAC Equipment and Installation Project Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS, that SureTec Insurance Company

a surety company duly organized under the laws of the State of Texas having
its principal place of business at 2103 SW Citywest Blvd #1300, Houston, TX 77042

in the State of Texas, and authorized to do
business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten
percent (10%) of the total amount of the proposal for the work hereinafter described, for the
payment of which, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Juniper Enterprises, Inc is
herewith submitting its proposal for the following work:

**The Scope of Services as described in the Crook County Request For Proposals, Library
HVAC Equipment and Installation Project, dated June 28, 2022.**

All work is to be completed by **October 31, 2022.**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County
Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into
and executes the said contract and furnishes bond and insurance as required by the County within
the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and
effect. These obligations shall not be impaired or affected by any extension of time within which
the County may accept the bid or the required submittals, and Surety waives notice of any such
extensions.

Signed and sealed this 18th day of July, 2022.

SURETY

SureTec Insurance Company

(Surety Company)

(Signature) Sierra Shore Attorney in Fact

PRINCIPAL

QUALITY HEATING

(Principal (Bidder))

(Signature)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Stacy Gulnac, Sierra Shore, Temple Christensen, Carolyn Lorimor, Ann Cole, Ashley Bailey, Rachel Garnick, Chris Rosch, Chris Intlekofer, Jason Epple, Jeffrey Weichman, Danny Duggan, Lucinda Floyd

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

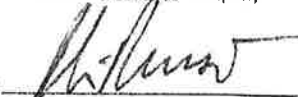
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 30th day of November, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

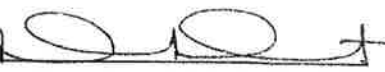
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 30th day of November, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said Instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

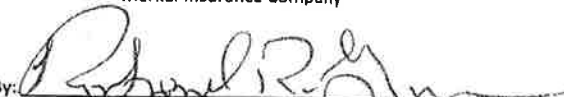
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 18 day of July, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD

COMMERCIAL
SURETY BOND

CCB # (if already issued) 41797

Surety company's bond # 674745C

Juniper Enterprises, Inc

(the "Principal")

is a "commercial contractor" as defined by ORS 701.005. The Principal is applying for a license and commercial endorsement from the Construction Contractors Board of the State of Oregon, or for renewal of its license and endorsement, and as a condition of the license is required by ORS Chapter 701 to furnish a bond in the penal sum of \$ 20,000.00 -----, issued by a corporation authorized to do business in the State of Oregon (the "Surety"), subject to the conditions stated in this bond.

DEVELOPERS SURETY AND INDEMNITY COMPANY

(the "Surety")

hereby binds itself, its respective heirs, personal representatives, administrators, successors and assigns to pay to the State of Oregon the sum of \$ 20,000.00 -----.

The obligation of the Surety under this bond is void if in accordance with ORS Chapter 701 and OAR Chapter 812 the Principal pays all amounts that are ordered by the Construction Contractors Board to be paid by the Principal; otherwise this obligation remains in full force and effect.

This bond is for the exclusive purpose of ensuring payment of final orders of the Construction Contractors Board in accordance with ORS Chapter 701.

This bond is one continuing obligation, and the liability of the Surety for the aggregate of all claims which may arise under this bond may in no event exceed the amount of the penal sum of this bond.

This bond is effective on the date the Principal meets all requirements for licensing or renewal and remains continuously in effect until depleted by claims paid under ORS Chapter 701, unless the Surety sooner cancels the bond. The Surety may cancel this bond and be relieved of further liability for work performed by the Principal on contracts entered after cancellation by giving 30 days' written notice to the Principal and the Construction Contractors Board of the State of Oregon. Cancellation does not limit the responsibility of the Surety for final orders relating to the work period as defined by OAR Chapter 812.

This bond shall not be valid for purposes of licensing in accordance with ORS Chapter 701 unless filed with the Construction Contractors Board within sixty (60) days of the date shown below.

Surety represents and warrants that it is authorized to transact surety business in the State of Oregon.

Dated this 5TH day of April, 20 18.

SURETY:

Name: DEVELOPERS SURETY AND INDEMNITY COMPANY

By:

Deanna Wersch
Signature

As: ATTORNEY-IN-FACT

Deanna Wersch

Printed Name of Attorney-in-fact or Agent

Attorney-In-Fact

Title

17771 Cowan, Suite 100

949-263-3300

Agency Address

Irvine, CA 92614

Phone

City

State

Zip

Please note: This bond is not valid until filed and licensing is completed with the Construction Contractors Board.



PLEASE COMPLETE THE CHECKLIST ON THE BACK OF THIS FORM



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: CROOK COUNTY LIBRARY

BID # _____

BID CLOSING: Date: 7/19/22 Time: _____

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

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

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): SEAN BELDEN QUALITY HEATING

Contact name: SEAN BELDEN Phone no: (541) 923 4752

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract, and
 - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (c) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.

(c) This subsection applies only to public improvement contracts ("projects") with a value, as determined by the contracting agency, of more than \$100,000.

(d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).

(e) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:

(f) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.

(g) After the bids are opened, the subcontractor disclosures must be made available for public inspection.

(h) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.380.

(i) A subcontractor may file a complaint under ORS 279C.550 based on the disclosure requirements of subsection (1) of this section.

WH-78 (58-10-10)

ADDENDUM No. 1
to
Crook County Library HVAC Equipment and Installation
Request for Proposals

Date: July 8, 2022
Number of Previous Addenda: Zero
Due Date for Proposals: Tuesday, July 19, 2022

TO ALL PROSPECTIVE BIDDERS:

The following changes, additions, and/or deletions are hereby made a part of the Request for Proposal Documents for the Library HVAC Equipment and Installation Project in Crook County, Oregon dated June 29, 2022, as fully and completely as if the same were fully set forth herein.

1. Article V, "Addenda," of the Request For Proposals, is modified to read as follows, with additions **underlined** and deletions in *[italics]*.

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on **July 19, 2022** *[July 7, 2022]*. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

2. Attachment A, "Scope of Work," is modified to read as follows:

"1. CU's: Replace the following CU's with similar sized Trane 14 SEER or equivalent CU's. (1) 1.5 ton, (1) 4 ton, and (7) 5 ton. Reuse existing curbs."

All bidders will acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum with the bid package.

Proposals submitted without acknowledgement or without this Addendum will be considered nonresponsive.

ATTACHMENT A SCOPE OF WORK

CROOK COUNTY FACILITIES

BUILDING: CROOK COUNTY LIBRARY

SCOPE OF WORK: HVAC EQUIPMENT AND INSTALLATION

LOCATION: 175 NW MEADOW LAKES DR

PRINEVILLE, OR 97754

- WORK TO INCLUDE:

1. CU's: Replace the following CU's with similar sized Trane 14 SEER or equivalent CU's. (1) 1.5-T, (1) 3-T, (5) 3.5-T, (1) 4-T & (1) 5-T. Reuse ex. curbs.
 2. AHU's: Replace the following AHUs with similar sized Trane condensing or equivalent furnaces: (7) 80 MBH Furnaces, (1) 100 MBH Furnace & (1) 40 MBH Furnace. Replacement furnaces to have DD 9 speed ECM fan motors with single stage gas valve, tubular SS primary and secondary HTX.
 3. Replacement of existing evap coils with new R410A evaporator coils of similar performance as existing.
 4. Furnish and install all necessary duct transitions and reuse existing plenums & filter racks.
 5. No work proposed for existing OSA dampers, economizers, and smoke detectors.
 6. Reuse existing refrigerant line-sets. Use flush kits to prep for use with R410A. If any of the ex. line-sets need replacing or are undersized for the replacement equipment, please notify Crook County Facilities and adjust price as needed.
 7. Reconnect new furnaces to existing PVC flue & condensate piping.
 8. Provide new gas shut off valves and flex connectors at each furnace.
 9. Excludes any upsizing of any breakers or wiring modification.
 10. Replace existing thermostats with new and reconnect to existing control wiring.
 11. Reuse existing economizer controls and dampers. No other work or repairs proposed.
 12. Leak test and pull vacuum to 500 microns for 24 hours to ensure dry and tight circuit.
 13. Mechanical permit.
 14. Start-up, test and confirm manufacturers recommended R-410A refrigerant charge.
 15. Labor is based on normal ST labor rates M-F.
- Provide a complete and comprehensive set of shop drawings, sample, submittals, schedules, color charts, literature as applicable; precisely identifying each item of equipment of material to be used on the subject project. Note: No substitution of originally specified products will be considered without receiving literature on both the specified product and the proposed substitution identifying the equality or superiority of the product and deductive cost amounts and or availability of material schedule comparisons for each item proposed.
 - Provide all required tools, equipment, lifting devices, scaffolding, rough hardware, and incidentals necessary in the completion of your work.
 - Subcontractor shall keep work area clean and free from collection of debris caused by his work operation as required to provide a safe working environment for his employees, as well as other subcontractor's employees, on a daily basis or as deemed necessary by contractor's superintendent and or safety engineer. This clean up shall include on and offsite streets as required, including that of governing agencies during your work operation. All remaining unused materials shall be removed from site at completion of you



July 14th, 2022

Crook County Library
Joe Viola, Facilities Director
(541) 416-3998

RE: Crook County Library, HVAC Equipment Installation

Hello,

Please review our proposal to provide and install the complete HVAC scope, as required.

Our bid includes all labor and materials and the following:

- (9) ea. Daikin DM96VE Gas Furnaces to match the existing configuration
- (1) ea. Daikin DX14SA018 1.5 Ton A/C & Matching Coil
- (1) ea. Daikin DX14SA048 4 Ton A/C & Matching Coil
- (7) ea. Daikin DX14SA060 5 Ton A/C & Matching Coils
- (9) ea. Flush Kits for Lineset Clean & Flush
- All required Sheet metal Transitions to mate up to existing Duct Work
- Replace Lineset Insulation and Outdoor Control Wiring - N/C

TOTAL \$139,165.00

Builder to provide all Permitting

This would require 50% down payment prior to the start of the job and the remaining 50% due upon completion. Daikin Equipment has a 12 year parts warranty.

This bid excludes all high voltage electrical.

Due to pricing changes daily, this quote is good for 15 days from the above date.

Thank you,

Sophie Pangelinan

If you would like to move forward please sign and date the below. Quotes are good until 15 days from the above date.

Approved by _____

Date _____

*****The pain of poor quality is remembered long after the joys of low prices are forgotten*****

2795 SW HIGH DESERT DR., PRINEVILLE, OR 97754
(541) 447-2150 Fax: (541) 416-1933 LICENSED BONDED INSURED
CCB #97379



July 14th, 2022

Crook County Library
Joe Viola, Facilities Director
(541) 416-3998

RE: Crook County Library, HVAC Equipment Installation

Hello,

Please review our proposal to provide and install the complete HVAC scope, as required.

Our bid includes all labor and materials and the following:

- (9) ea. Daikin DM96VE Gas Furnaces to match the existing configuration
- (1) ea. Daikin DX14SA018 1.5 Ton A/C & Matching Coil
- (1) ea. Daikin DX14SA048 4 Ton A/C & Matching Coil
- (7) ea. Daikin DX14SA060 5 Ton A/C & Matching Coils
- (9) ea. Flush Kits for Lineset Clean & Flush
- All required Sheet metal Transitions to mate up to existing Duct Work
- Replace Lineset Insulation and Outdoor Control Wiring - N/C

TOTAL \$139,165.00

Builder to provide all Permitting

This would require 50% down payment prior to the start of the job and the remaining 50% due upon completion. Daikin Equipment has a 12 year parts warranty.

This bid excludes all high voltage electrical.

Due to pricing changes daily, this quote is good for 15 days from the above date.

Thank you,

Sophie Pangelinan

If you would like to move forward please sign and date the below. Quotes are good until 15 days from the above date.

Approved by _____

Date _____

The pain of poor quality is remembered long after the joys of low prices are forgotten

2795 SW HIGH DESERT DR., PRINEVILLE, OR 97754
(541) 447-2150 Fax: (541) 416-1933 LICENSED BONDED INSURED
CCB #97379



July 14th, 2022

Crook County Library
Joe Viola, Facilities Director
(541) 416-3998

RE: Crook County Library, HVAC Equipment Installation

Hello,

Please review our proposal to provide and install the complete HVAC scope, as required.

Our bid includes all labor and materials and the following:

- (9) ea. Daikin DM96VE Gas Furnaces to match the existing configuration
- (1) ea. Daikin DX14SA018 1.5 Ton A/C & Matching Coil
- (1) ea. Daikin DX14SA048 4 Ton A/C & Matching Coil
- (7) ea. Daikin DX14SA060 5 Ton A/C & Matching Coils
- (9) ea. Flush Kits for Lineset Clean & Flush
- All required Sheet metal Transitions to mate up to existing Duct Work
- Replace Lineset Insulation and Outdoor Control Wiring - N/C

TOTAL \$139,165.00

Builder to provide all Permitting

This would require 50% down payment prior to the start of the job and the remaining 50% due upon completion. Daikin Equipment has a 12 year parts warranty.

This bid excludes all high voltage electrical.

Due to pricing changes daily, this quote is good for 15 days from the above date.

Thank you,

Sophie Pangelinan

If you would like to move forward please sign and date the below. Quotes are good until 15 days from the above date.

Approved by _____

Date _____

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2795 SW HIGH DESERT DR., PRINEVILLE, OR 97754
(541) 447-2150 Fax: (541) 416-1933 LICENSED BONDED INSURED
CCB #97379

Submittal Data Sheet

1.5 Ton, AC, Single Stage, 14 SEER - DX14SA0181

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Energy-efficient scroll compressor
- High-density foam compressor sound blanket
- Advanced Copeland CoreSense technology
- Single-Speed PSC condenser fan motor
- Factory-installed filter drier
- Copper tube / enhanced aluminum fin coil
- Sweat connection service valves with easy access to gauge ports
- Contactor with lug connection
- AHRI Certified
- ETL Listed

CABINET FEATURES

- Heavy-gauge galvanized-steel cabinet with grille-style sound control top design
- Custom Nickel Gray powder-paint finish
- 500-hour salt-spray tested
- Wire fan discharge grille
- Steel louver coil guard
- Top and side maintenance access
- Single-panel access to controls with space provided for field-installed accessories
- When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



Submittal Data Sheet

1.5 Ton, AC, Single Stage, 14 SEER - DX14SA0181

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE COMBINATION (HSVTC)

* VALUES SHOWN ARE FOR AHRI RATED HIGH SALES VOLUME TESTED

Outdoor Unit Model No.	DX14SA0181	Outdoor Unit Name:	1.5 Ton, AC, Single Stage, 14 SEER
Rated Cooling Conditions:	Indoor (°F DB/WB): 80 / 67 Ambient (°F DB/WB): 95 / 75	Rated Heating Conditions:	Indoor (°F DB/WB): / Ambient (°F DB/WB): /
* EER:	11.50	* Rated Cooling Capacity (Btu/hr):	17,800
* SEER:	14.00		

OUTDOOR UNIT DETAILS

Power Supply (V/Hz/Ph):	208/230 / 60 / 1	Compressor Type:	Single Stage
Min. Circuit Amps MCA (A):		Suction Valve Connection Size (inch):	3/4
Max Overcurrent Protection (MOP) (A):	20	Liquid Valve Connection Size (inch):	3/8
Rated Load Amps RLA(A):	9	Sound Power (High) (dBA):	70
Refrigerant Type:	R-410A	Cooling Operation Range (°F DB):	65 - 115
Holding Refrigerant Charge (ozs):	68	Heating Operation Range (°F DB):	-
Additional Charge (lb/ft):	0.60	Max. Pipe Length (Vertical) (ft):	80
Pre-charge Piping (Length) (ft):	15	Min. Cooling Range w/Baffle (°F DB):	55
Max. Pipe Length (Total) (ft):	250	Min. Heating Range w/Baffle (°F DB):	
Net Weight (lb):	131	Gross Weight (lb):	145
Dimensions (HxWxD) (in):	27-1/2 x 26 x 26		

Submittal Data Sheet

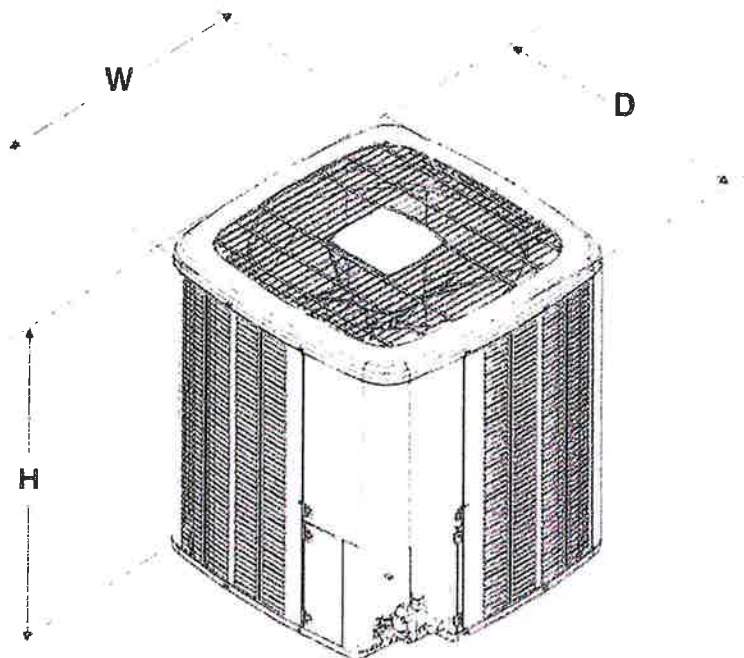
1.5 Ton, AC, Single Stage, 14 SEER - DX14SA0181

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	DIMENSIONS		
	W"	D"	H"
DX14SA0181/191**	26	26	27½
DX14SA0241/251**	26	26	32½
DX14SA0301/311**	29	29	32½
DX14SA0361/371**	29	29	32½
DX14SA0421/431**	29	29	36¼
DX14SA0481**	35½	35½	36¼
DX14SA0601**	35½	35½	38¼

Submittal Data Sheet

Two-Stage, Variable-Speed ECM, communicating Gas Furnace, 40k BTU/h - DM96VC0403BN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Compatible with the Daikin One+ smart thermostat and other Daikin communicating equipment
- Heavy-duty stainless-steel tubular heat exchanger
- Stainless-steel secondary heat exchanger
- Two-stage gas valve provides quiet, economical heating
- Durable Silicon Nitride igniter
- Quiet two-speed induced draft blower
- Utilizes ComfortNet communicating, two stage or single-stage thermostats
- Self-diagnostic control board with constant memory fault code history output to a dual 7-segment display
- Color-coded low-voltage terminals with provisions for electronic air cleaner and humidifier
- Efficient and quiet variable-speed airflow system gently ramps up or down according to heating or cooling demand
- Multiple continuous fan speed options offer quiet air circulation
- Auto-Comfort and enhanced dehumidification modes available
- All models comply with California 40 ng/J Low NOx emissions standard
- Can no longer be installed in California's South Coast Air Quality Management District (SCAQMD) on or after October 1, 2019
- AHRI Certified
- ETL Listed



CABINET FEATURES

- Designed for multi-position installation: Upflow, horizontal left or right
- Certified for direct vent (2-pipe) or non-direct vent (1-pipe)
- Easy-to-install top venting with optional side venting
- Convenient left or right connection for gas and electrical service
- Cabinet air leakage (QLeak) less than 2%
- Heavy-gauge steel cabinet with durable finish
- Fully insulated heat exchanger and blower section
- Airtight solid bottom or side return with easy-cut tabs for effortless removal in bottom air-inlet applications

NOTES

- Complete warranty details available from your local dealer or at www.daikincomfort.com. To receive the Lifetime Heat Exchanger Limited Warranty (good for as long as you own your home), the 12-Year Unit Replacement Limited Warranty and the 12-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Additional requirements for annual maintenance are required for the Unit Replacement Limited Warranty. Online registration and some of the additional requirements are not required in California or Quebec.

Submittal Data Sheet

Two-Stage, Variable-Speed ECM, communicating Gas Furnace, 40k BTU/h - DM96VC0403BN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	DM96VC0403BN	Product Model Name:	Two-Stage, Variable-Speed ECM, communicating Gas Furnace, 40k BTU/h
AFUE % Rating:	96%	Rated Heating Capacity (Btu/hr):	40,000
Temperature Rise Range (°F) (Low/High):	1	Furnace Input Capacity (Btu/hr):	40,000
Rated External Static Pressure - inWG:	0.5	Furnace Output Capacity (Btu/hr):	38,440
Blower Speed (RPM):	1,075	Blower Motor Rating (HP):	1/2
Blower Input Power (kW):	0.86	Blower Available AC Tonnage (L/H):	1.50 / 3.00

PRODUCT DETAILS

Power Supply (V/Hz/Ph):	115 / 60 / 1	Airflow Rate (High) (CFM):	1200
Min. Circuit Amps MCA (A):		Motor Type:	Variable Speed ECM
Max Overcurrent Protection (MOP) (A):	15	Gas Valve Type:	Two Stage
Dimensions (HxWxD) (in):	34-1/2 x 17-1/2 x 28-7/8	Installation Configuration:	Upflow/Horizontal
Number of Burners:	2	Blower Size Diameter (inch):	10
Heating Vent Diameter in. (Min/Max):	1	Blower Size Width (inch):	8
Condensate Connection (inch):		Sound Pressure () (dBA):	
Net Weight (lb):	114	Gross Weight (lb):	129

Submittal Data Sheet

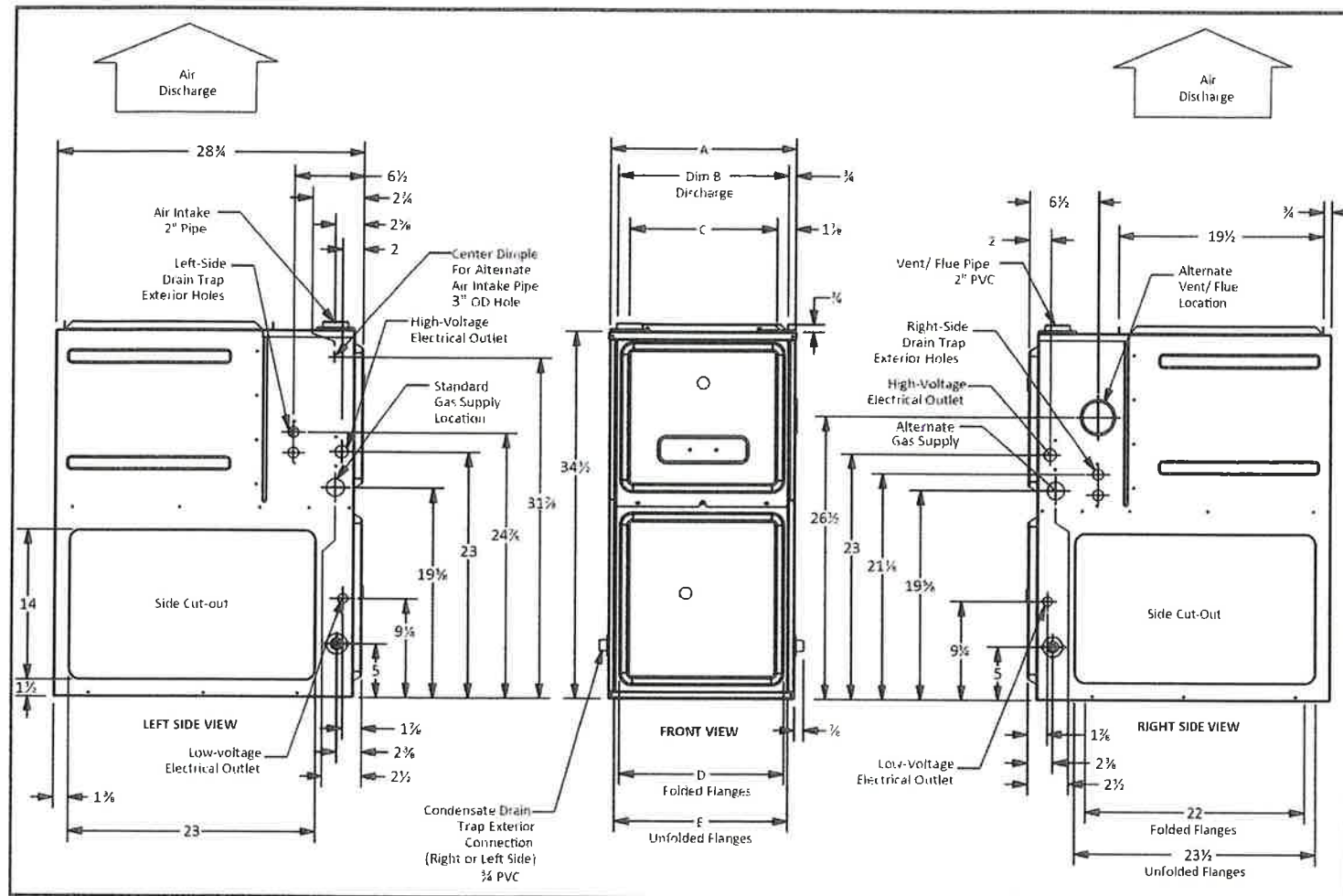
Two-Stage, Variable-Speed ECM, communicating Gas Furnace, 40k BTU/h - DM96VC0403BN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	A	B	C	D	E
DM96VC0403BNA	17 1/2"	16"	13 5/8"	12 1/8"	13 5/8"
DM96VC0603BNA	17 1/2"	16"	13 5/8"	12 1/8"	13 5/8"
DM96VC0803BNA	17 1/2"	16"	13 5/8"	12 1/8"	13 5/8"
DM96VC0804CNA	21"	19 1/2"	17 5/8"	16"	17 1/2"
DM96VC1005CNA	21"	19 1/2"	17 5/8"	16"	17 1/2"
DM96VC1205DNA	24 1/2"	23"	20 5/8"	19 5/8"	20 5/8"

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

POSITION	SIDES	REAR	FRONT	BOTTOM	FLUE	TOP
Upflow	0"	0"	3"	C	0"	1"
Horizontal	6"	0"	3"	C	0"	6"

C = If placed on combustible floor, the floor MUST be wood ONLY.

Submittal Data Sheet

3 Ton, Cased Painted Upflow/Downflow, Coil - CAPF3137B6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- 1. All-Aluminum evaporator coil
- 2. Optimized for use with R-410A refrigerant
- 3. Check flowrator for cooling and heat pump applications
- 4. Vertical application
- 5. 21" depth for easier attic access
- 6. Galvanized, leather grain-embossed finish
- 7. Rust resistant, thermoplastic drain pans featuring a low water-retention design
- 8. AHRI certified
- 9. ETL Listed

CABINET FEATURES

- 1. Twenty one inch depth for easier attic access
- 2. Split seam front for easy access
- 3. Foil-faced insulation covers the internal casing to reduce cabinet condensation
- 4. Galvanized, leather grain-embossed finish



Submittal Data Sheet

3 Ton, Cased Painted Upflow/Downflow, Coil - CAPF3137B6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	CAPF3137B6	Product Model Name:	3 Ton, Cased Painted Upflow/Downflow, Coil
Type:	Coil	Cooling Capacity (Nominal) (Btu/hr):	36,000

PRODUCT DETAILS

Dimensions (HxWxD) (in):	30 x 17-1/2 x 21	Suction Valve Connection Size (inch):	3/4
Net Weight (lb):	53	Liquid Valve Connection Size (inch):	3/8
Gross Weight (lb):	62	Condensate Connection (inch):	3/4

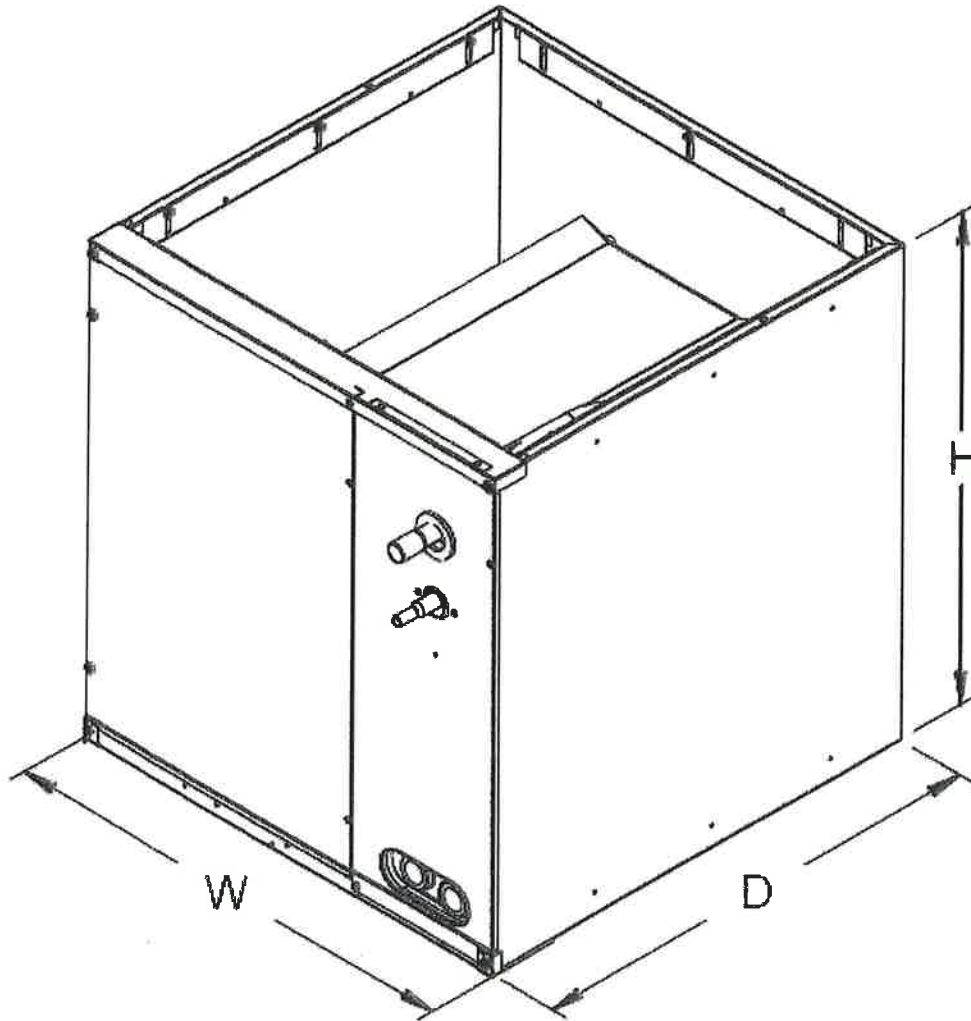
Submittal Data Sheet

3 Ton, Cased Painted Upflow/Downflow, Coil - CAPF3137B6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING

Submittal Data Sheet

4 Ton, AC, Single Stage, 14 SEER - DX14SA0481

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Energy-efficient scroll compressor
- High-density foam compressor sound blanket
- Advanced Copeland CoreSense technology
- Single-Speed PSC condenser fan motor
- Factory-installed filter drier
- Copper tube / enhanced aluminum fin coil
- Sweat connection service valves with easy access to gauge ports
- Contactor with lug connection
- AHRI Certified
- ETL Listed

CABINET FEATURES

- Heavy-gauge galvanized-steel cabinet with grille-style sound control top design
- Custom Nickel Gray powder-paint finish
- 500-hour salt-spray tested
- Wire fan discharge grille
- Steel louver coil guard
- Top and side maintenance access
- Single-panel access to controls with space provided for field-installed accessories
- When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



Submittal Data Sheet

4 Ton, AC, Single Stage, 14 SEER - DX14SA0481

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE COMBINATION (HSVTC)

* VALUES SHOWN ARE FOR AHRI RATED HIGH SALES VOLUME TESTED

Outdoor Unit Model No.	DX14SA0481	Outdoor Unit Name:	4 Ton, AC, Single Stage, 14 SEER
Rated Cooling Conditions:	Indoor (°F DB/WB): 80 / 67 Ambient (°F DB/WB): 95 / 75	Rated Heating Conditions:	Indoor (°F DB/WB): / Ambient (°F DB/WB): /
* EER:	11.70	* Rated Cooling Capacity (Btu/hr):	45,500
* SEER:	14.00		

OUTDOOR UNIT DETAILS

Power Supply (V/Hz/Ph):	208/230 / 60 / 1	Compressor Type:	Single Stage
Min. Circuit Amps MCA (A):		Suction Valve Connection Size (inch):	7/8
Max Overcurrent Protection (MOP) (A):	45	Liquid Valve Connection Size (inch):	3/8
Rated Load Amps RLA(A):	19.9	Sound Power (High) (dBA):	73
Refrigerant Type:	R-410A	Cooling Operation Range (°F DB):	65 - 115
Holding Refrigerant Charge (ozs):	101	Heating Operation Range (°F DB):	-
Additional Charge (lb/ft):	0.60	Max. Pipe Length (Vertical) (ft):	80
Pre-charge Piping (Length) (ft):	15	Min. Cooling Range w/Baffle (°F DB):	55
Max. Pipe Length (Total) (ft):	250	Min. Heating Range w/Baffle (°F DB):	
Net Weight (lb):	220	Gross Weight (lb):	233
Dimensions (HxWxD) (in):	36-1/4 x 35-1/2 x 35-1/2		

Submittal Data Sheet

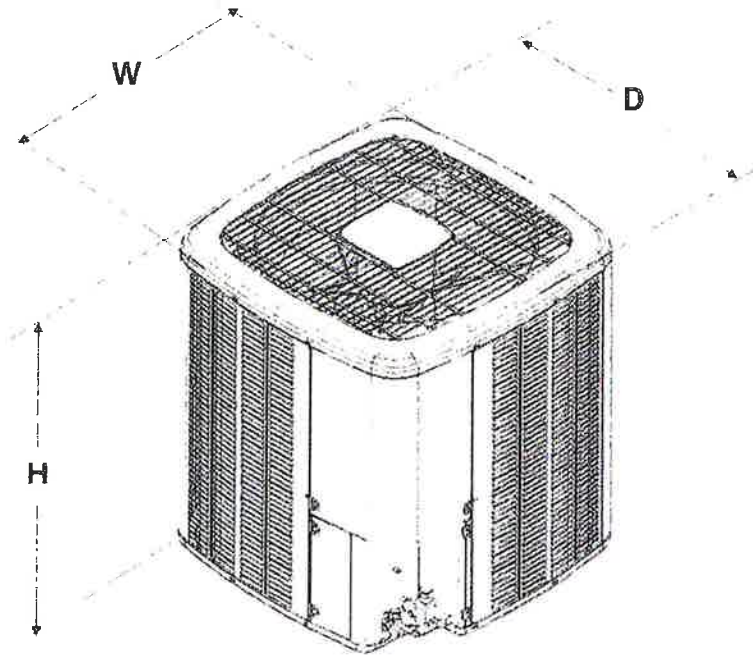
4 Ton, AC, Single Stage, 14 SEER - DX14SA0481

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	DIMENSIONS		
	W"	D"	H"
DX14SA0181/191**	26	26	27½
DX14SA0241/251**	26	26	32½
DX14SA0301/311**	29	29	32½
DX14SA0361/371**	29	29	32½
DX14SA0421/431**	29	29	36¼
DX14SA0481**	35½	35½	36¼
DX14SA0601**	35½	35½	38¼

Submittal Data Sheet

Two-Stage, Multi-Speed ECM, Gas Furnace, 80k BTU/h - DM96VE0804CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Heavy-duty stainless-steel tubular heat exchanger
- Stainless-steel secondary heat exchanger
- Durable Silicon Nitride igniter
- Two-stage gas valve provides quiet, economical heating
- Quiet two-speed induced draft blower
- Energy-efficient multi-speed ECM blower motor
- Self-diagnostic control board with constant memory fault code history output to a LED
- Color-coded low-voltage terminals with provisions for electronic air cleaner and humidifier
- Low continuous fan speed options offer quiet air circulation
- Low NOx emissions standard, all models comply with California 40 ng/J
- Can no longer be installed in California's South Coast Air Quality Management District (SCAQMD) on or after October 1, 2019
- AHRI Certified
- ETL Listed



CABINET FEATURES

- Designed for multi-position installation: Upflow, horizontal left or right
- Certified for direct vent (2-pipe) or non-direct vent (1-pipe)
- Easy-to-install top venting with optional side venting
- Convenient left or right connection for gas and electrical service
- Cabinet air leakage (QLeak) less than 2%
- Heavy-gauge steel cabinet with durable finish
- Fully insulated heat exchanger and blower section
- Airtight solid bottom or side return with easy-cut tabs for effortless removal in bottom air-inlet applications

NOTES

- Complete warranty details available from your local dealer or at www.daikincomfort.com. To receive the Lifetime Heat Exchanger Limited Warranty (good for as long as you own your home), the 6-Year Unit Replacement Limited Warranty and the 12-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Additional requirements for annual maintenance are required for the Unit Replacement Limited Warranty. Online registration and some of the additional requirements are not required in California or Quebec.

Submittal Data Sheet

Two-Stage, Multi-Speed ECM, Gas Furnace, 80k BTU/h - DM96VE0804CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	DM96VE0804CN	Product Model Name:	Two-Stage, Multi-Speed ECM, Gas Furnace, 80k BTU/h
AFUE % Rating:	96%	Rated Heating Capacity (Btu/hr):	
Temperature Rise Range (°F) (Low/High):	/	Furnace Input Capacity (Btu/hr):	80,000
Rated External Static Pressure - inWG:		Furnace Output Capacity (Btu/hr):	76,800
Blower Speed (RPM):		Blower Motor Rating (HP):	
Blower Input Power (kW):		Blower Available AC Tonnage (L/H):	/

PRODUCT DETAILS

Power Supply (V/Hz/Ph):	115 / 60 / 1	Airflow Rate (High) (CFM):	
Min. Circuit Amps MCA (A):		Motor Type:	Multi Speed ECM
Max Overcurrent Protection (MOP) (A):	15	Gas Valve Type:	Two Stage
Dimensions (HxWxD) (in):	x x 28-7/8	Installation Configuration:	Upflow/Horizontal
Number of Burners:		Blower Size Diameter (inch):	
Heating Vent Diameter in. (Min/Max):	/	Blower Size Width (inch):	
Condensate Connection (inch):		Sound Pressure {} (dBA):	
Net Weight (lb):		Gross Weight (lb):	139

Submittal Data Sheet

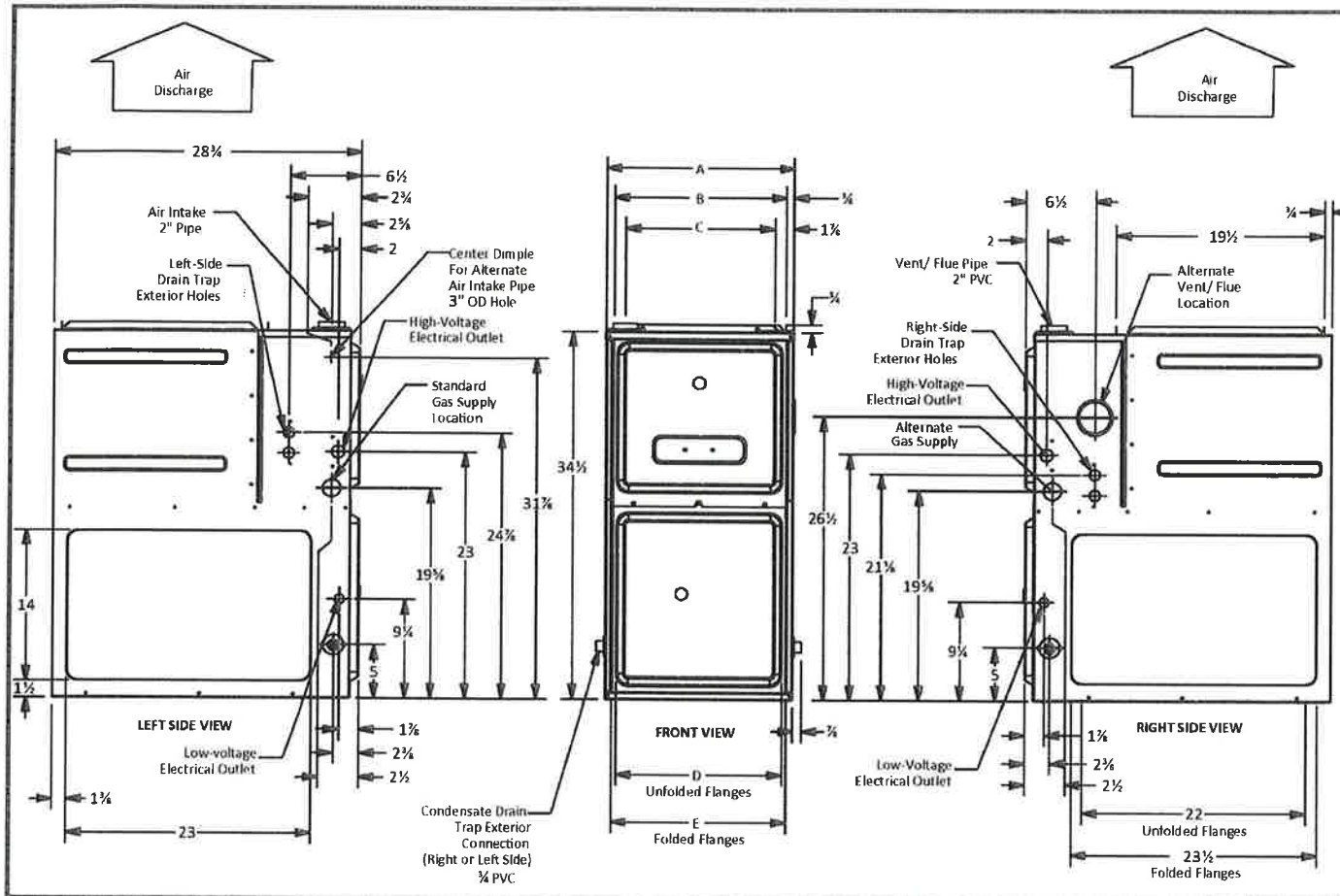
Two-Stage, Multi-Speed ECM, Gas Furnace, 80k BTU/h - DM96VE0804CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	AIR DISCHARGE			AIR RETURN	
	A	B	C	D	E
DM96VE0303ANA	14"	12 1/2"	10 1/2"	8 3/8"	10 1/8"
DM96VE0403ANA	14"	12 1/2"	10 1/2"	8 3/8"	10 1/8"
DM96VE0603ANA	14"	12 1/2"	10 1/2"	8 3/8"	10 1/8"
DM96VE0603BNB	17 1/2"	16"	13 3/8"	12 1/8"	13 3/8"
DM96VE0803BNA	17 1/2"	16"	13 3/8"	12 1/8"	13 3/8"
DM96VE0804CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1004CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1005CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1205DNA	24 1/2"	23"	20 3/8"	19 3/8"	20 3/8"

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

POSITION	SIDES	REAR	FRONT	BOTTOM	FLUE	TOP
Inflow	0"	0"	3"	0"	0"	1"

Submittal Data Sheet

5 Ton, Cased Painted Upflow/Downflow, Coil - CAPF4961C6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- 1. All-Aluminum evaporator coil
- 2. Optimized for use with R-410A refrigerant
- 3. Check flowrator for cooling and heat pump applications
- 4. Vertical application
- 5. 21" depth for easier attic access
- 6. Galvanized, leather grain-embossed finish
- 7. Rust resistant, thermoplastic drain pans featuring a low water-retention design
- 8. AHRI certified
- 9. ETL Listed

CABINET FEATURES

- 1. Twenty one inch depth for easier attic access
- 2. Split seam front for easy access
- 3. Foil-faced insulation covers the internal casing to reduce cabinet condensation
- 4. Galvanized, leather grain-embossed finish



Submittal Data Sheet

5 Ton, Cased Painted Upflow/Downflow, Coil - CAPF4961C6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	CAPF4961C6	Product Model Name:	5 Ton, Cased Painted Upflow/Downflow, Coil
Type:	Coil	Cooling Capacity (Nominal) (Btu/hr):	60,000

PRODUCT DETAILS

Dimensions (HxWxD) (in):	30 x 21 x 21	Suction Valve Connection Size (inch):	7/8
Net Weight (lb):	73	Liquid Valve Connection Size (inch):	3/8
Gross Weight (lb):	75	Condensate Connection (inch):	3/4

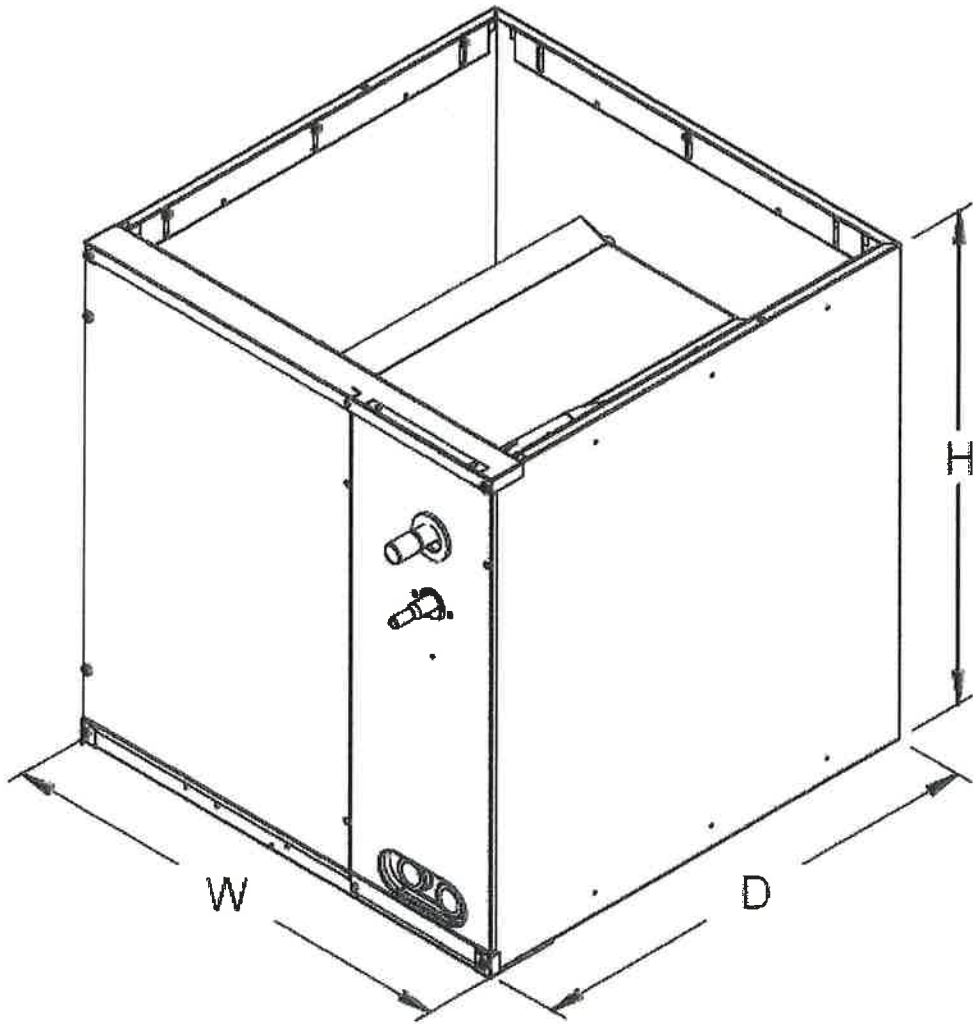
Submittal Data Sheet

5 Ton, Cased Painted Upflow/Downflow, Coil - CAPF4961C6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING

Submittal Data Sheet

5 Ton, AC, Single Stage, 14 SEER - DX14SA0601

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Energy-efficient scroll compressor
- High-density foam compressor sound blanket
- Advanced Copeland CoreSense technology
- Single-Speed PSC condenser fan motor
- Factory-installed filter drier
- Copper tube / enhanced aluminum fin coil
- Sweat connection service valves with easy access to gauge ports
- Contactor with lug connection
- AHRI Certified
- ETL Listed

CABINET FEATURES

- Heavy-gauge galvanized-steel cabinet with grille-style sound control top design
- Custom Nickel Gray powder-paint finish
- 500-hour salt-spray tested
- Wire fan discharge grille
- Steel louver coil guard
- Top and side maintenance access
- Single-panel access to controls with space provided for field-installed accessories
- When properly anchored, meets the 2010 Florida Building Code unit integrity requirements for hurricane-type winds (Anchor bracket kits available.)



Submittal Data Sheet

5 Ton, AC, Single Stage, 14 SEER - DX14SA0601

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE COMBINATION (HSVTC)

* VALUES SHOWN ARE FOR AHRI RATED HIGH SALES VOLUME TESTED

Outdoor Unit Model No.	DX14SA0601	Outdoor Unit Name:	5 Ton, AC, Single Stage, 14 SEER
Rated Cooling Conditions:	Indoor (°F DB/WB): 80 / 67 Ambient (°F DB/WB): 95 / 75	Rated Heating Conditions:	Indoor (°F DB/WB): / Ambient (°F DB/WB): /
* EER:	11.70	* Rated Cooling Capacity (Btu/hr):	57,000
* SEER:	14.00		

OUTDOOR UNIT DETAILS

Power Supply (V/Hz/Ph):	208/230 / 60 / 1	Compressor Type:	Single Stage
Min. Circuit Amps MCA (A):		Suction Valve Connection Size (inch):	7/8
Max Overcurrent Protection (MOP) (A):	50	Liquid Valve Connection Size (inch):	3/8
Rated Load Amps RLA(A):	25	Sound Power (High) (dBA):	74
Refrigerant Type:	R-410A	Cooling Operation Range (°F DB):	65 - 115
Holding Refrigerant Charge (ozs):	120	Heating Operation Range (°F DB):	-
Additional Charge (lb/ft):	0.60	Max. Pipe Length (Vertical) (ft):	80
Pre-charge Piping (Length) (ft):	15	Min. Cooling Range w/Baffle (°F DB):	55
Max. Pipe Length (Total) (ft):	250	Min. Heating Range w/Baffle (°F DB):	
Net Weight (lb):	260	Gross Weight (lb):	255
Dimensions (HxWxD) (in):	38-1/4 x 35-1/2 x 35-1/2		

Submittal Data Sheet

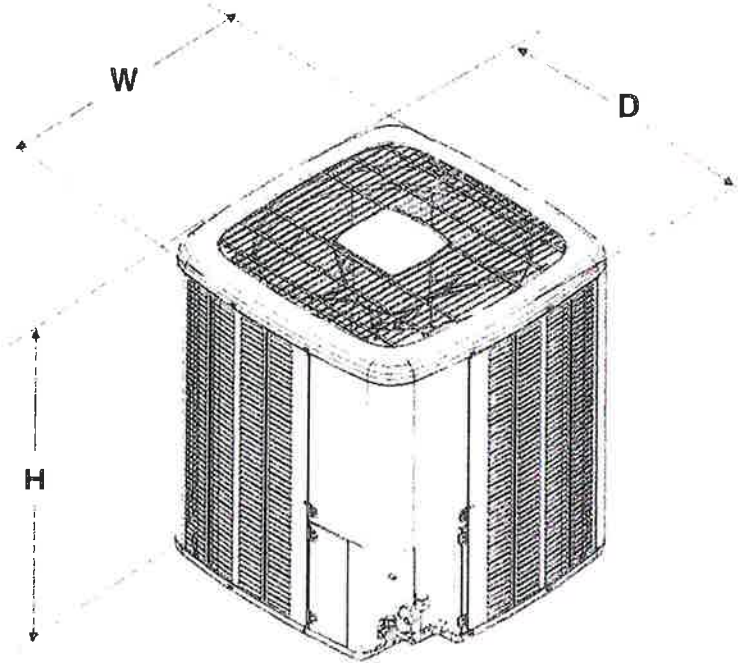
5 Ton, AC, Single Stage, 14 SEER - DX14SA0601

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	DIMENSIONS		
	W"	D"	H"
DX14SA0181/191**	26	26	27½
DX14SA0241/251**	26	26	32½
DX14SA0301/311**	29	29	32½
DX14SA0361/371**	29	29	32½
DX14SA0421/431**	29	29	36¼
DX14SA0481**	35½	35½	36¼
DX14SA0601**	35½	35½	38¼

Submittal Data Sheet

Two-Stage, Multi-Speed ECM, Gas Furnace, 100k BTU/h - DM96VE1005CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- Heavy-duty stainless-steel tubular heat exchanger
- Stainless-steel secondary heat exchanger
- Durable Silicon Nitride igniter
- Two-stage gas valve provides quiet, economical heating
- Quiet two-speed induced draft blower
- Energy-efficient multi-speed ECM blower motor
- Self-diagnostic control board with constant memory fault code history output to a LED
- Color-coded low-voltage terminals with provisions for electronic air cleaner and humidifier
- Low continuous fan speed options offer quiet air circulation
- Low NOx emissions standard, all models comply with California 40 ng/J
- Can no longer be installed in California's South Coast Air Quality Management District (SCAQMD) on or after October 1, 2019
- AHRI Certified
- ETL Listed



CABINET FEATURES

- Designed for multi-position installation: Upflow, horizontal left or right
- Certified for direct vent (2-pipe) or non-direct vent (1-pipe)
- Easy-to-install top venting with optional side venting
- Convenient left or right connection for gas and electrical service
- Cabinet air leakage (QLeak) less than 2%
- Heavy-gauge steel cabinet with durable finish
- Fully insulated heat exchanger and blower section
- Airtight solid bottom or side return with easy-cut tabs for effortless removal in bottom air-inlet applications

NOTES

- Complete warranty details available from your local dealer or at www.daikincomfort.com. To receive the Lifetime Heat Exchanger Limited Warranty (good for as long as you own your home), the 6-Year Unit Replacement Limited Warranty and the 12-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Additional requirements for annual maintenance are required for the Unit Replacement Limited Warranty. Online registration and some of the additional requirements are not required in California or Quebec.

Submittal Data Sheet

Two-Stage, Multi-Speed ECM, Gas Furnace, 100k BTU/h - DM96VE1005CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	DM96VE1005CN	Product Model Name:	Two-Stage, Multi-Speed ECM, Gas Furnace, 100k BTU/h
AFUE % Rating:	96%	Rated Heating Capacity (Btu/hr):	
Temperature Rise Range (°F) (Low/High):	/	Furnace Input Capacity (Btu/hr):	100,000
Rated External Static Pressure - inWG:		Furnace Output Capacity (Btu/hr):	96,000
Blower Speed (RPM):		Blower Motor Rating (HP):	
Blower Input Power (kW):		Blower Available AC Tonnage (L/H):	/

PRODUCT DETAILS

Power Supply (V/Hz/Ph):	115 / 60 / 1	Airflow Rate (High) (CFM):	
Min. Circuit Amps MCA (A):		Motor Type:	Multi Speed ECM
Max Overcurrent Protection (MOP) (A):	15	Gas Valve Type:	Two Stage
Dimensions (HxWxD) (in):	x x 28-7/8	Installation Configuration:	Upflow/Horizontal
Number of Burners:		Blower Size Diameter (inch):	
Heating Vent Diameter in. (Min/Max):	/	Blower Size Width (inch):	
Condensate Connection (inch):		Sound Pressure () (dBA):	
Net Weight (lb):		Gross Weight (lb):	104

Submittal Data Sheet

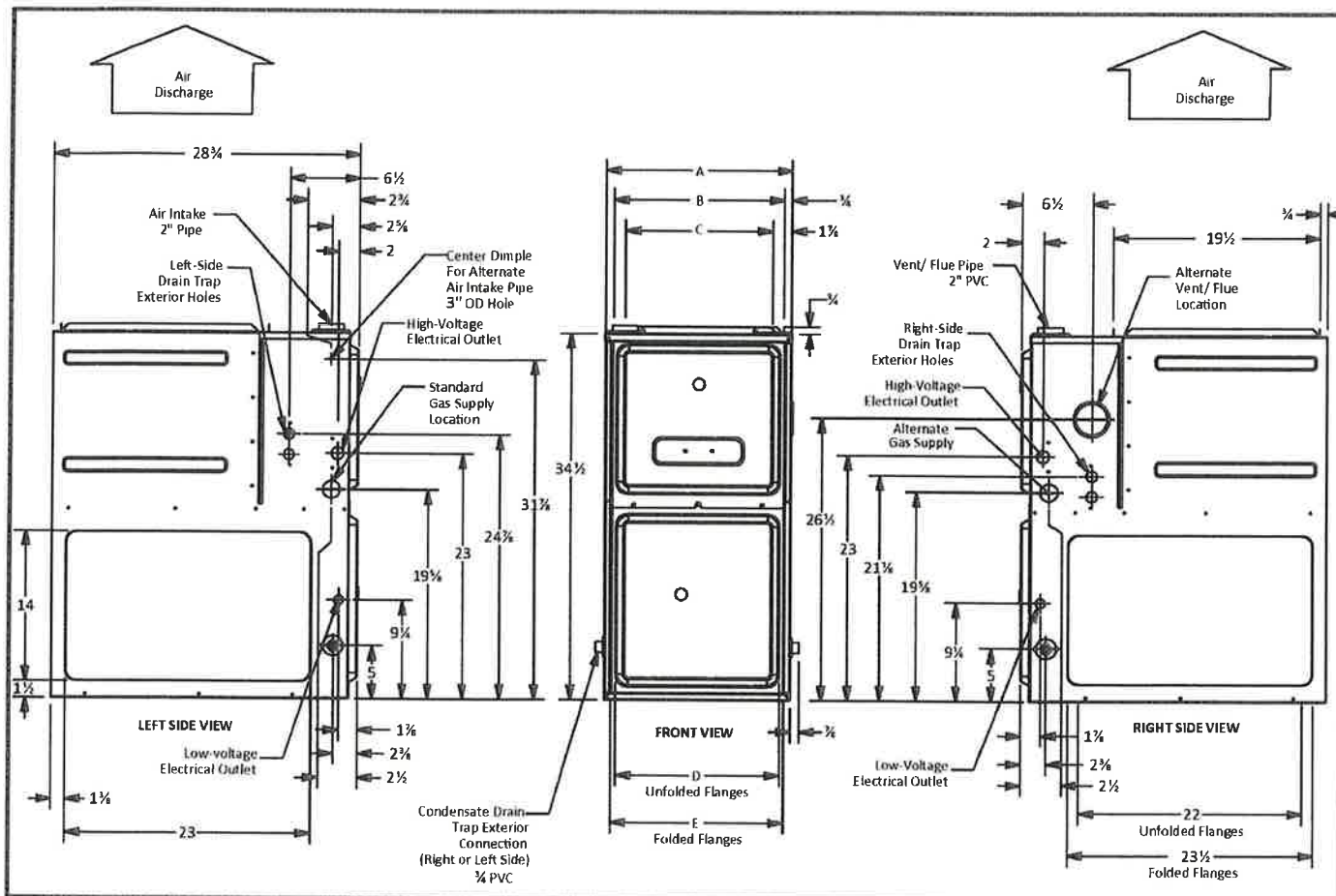
Two-Stage, Multi-Speed ECM, Gas Furnace, 100k BTU/h - DM96VE1005CN

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING



MODEL	AIR DISCHARGE			AIR RETURN	
	A	B	C	D	E
DM96VE0303ANA	14"	12 1/2"	10 1/2"	8 5/8"	10 1/8"
DM96VE0403ANA	14"	12 1/2"	10 1/2"	8 5/8"	10 1/8"
DM96VE0603ANA	14"	12 1/2"	10 1/2"	8 5/8"	10 1/8"
DM96VE0603BNB	17 1/2"	16"	13 3/8"	12 1/8"	13 3/8"
DM96VE0803BNA	17 1/2"	16"	13 3/8"	12 1/8"	13 3/8"
DM96VE0804CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1004CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1005CNA	21"	19 1/2"	17 3/8"	16"	17 1/2"
DM96VE1205DNA	24 1/2"	23"	20 3/8"	19 3/8"	20 3/8"

MINIMUM CLEARANCES TO COMBUSTIBLE MATERIALS

POSITION	SIDES	REAR	FRONT	BOTTOM	FLUE	TOP
Inflow	0"	0"	3"	0"	0"	1"

Submittal Data Sheet

4 Ton, Cased Horizontal "A", Coil - CHPF4860D6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

STANDARD FEATURES

- All-Aluminum evaporator coil
- Optimized for use with R-410A refrigerant
- Some models suitable for use with R-410A or R-22 refrigerant
- CAPT models feature factory-installed thermal expansion valves for cooling and heat pump applications
- Check flowrator for cooling and heat pump applications
- Vertical and horizontal models available
- Rust resistant, thermoplastic drain pans featuring a low water-retention design
- DecaBDE-free thermoplastic drain pan with secondary drain connections
- UV-resistant drain pan
- AHRI certified
- ETL listed

CABINET FEATURES

- 1. Twenty one inch depth for easier attic access
- 2. Split seam front for easy access
- 3. Foil-faced insulation covers the internal casing to reduce cabinet condensation
- 4. Galvanized, leather grain-embossed finish



Submittal Data Sheet

4 Ton, Cased Horizontal "A", Coil - CHPF4860D6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

PERFORMANCE

Product Model No.	CHPF4860D6	Product Model Name:	4 Ton, Cased Horizontal "A", Coil
Type:	Coil	Cooling Capacity (Nominal) (Btu/hr):	

PRODUCT DETAILS

Dimensions (HxWxD) (in):	24-1/2 x 26 x 21-1/4	Suction Valve Connection Size (inch):	7/8
Net Weight (lb):	77	Liquid Valve Connection Size (inch):	3/8
Gross Weight (lb):	70	Condensate Connection (inch):	3/4

Submittal Data Sheet

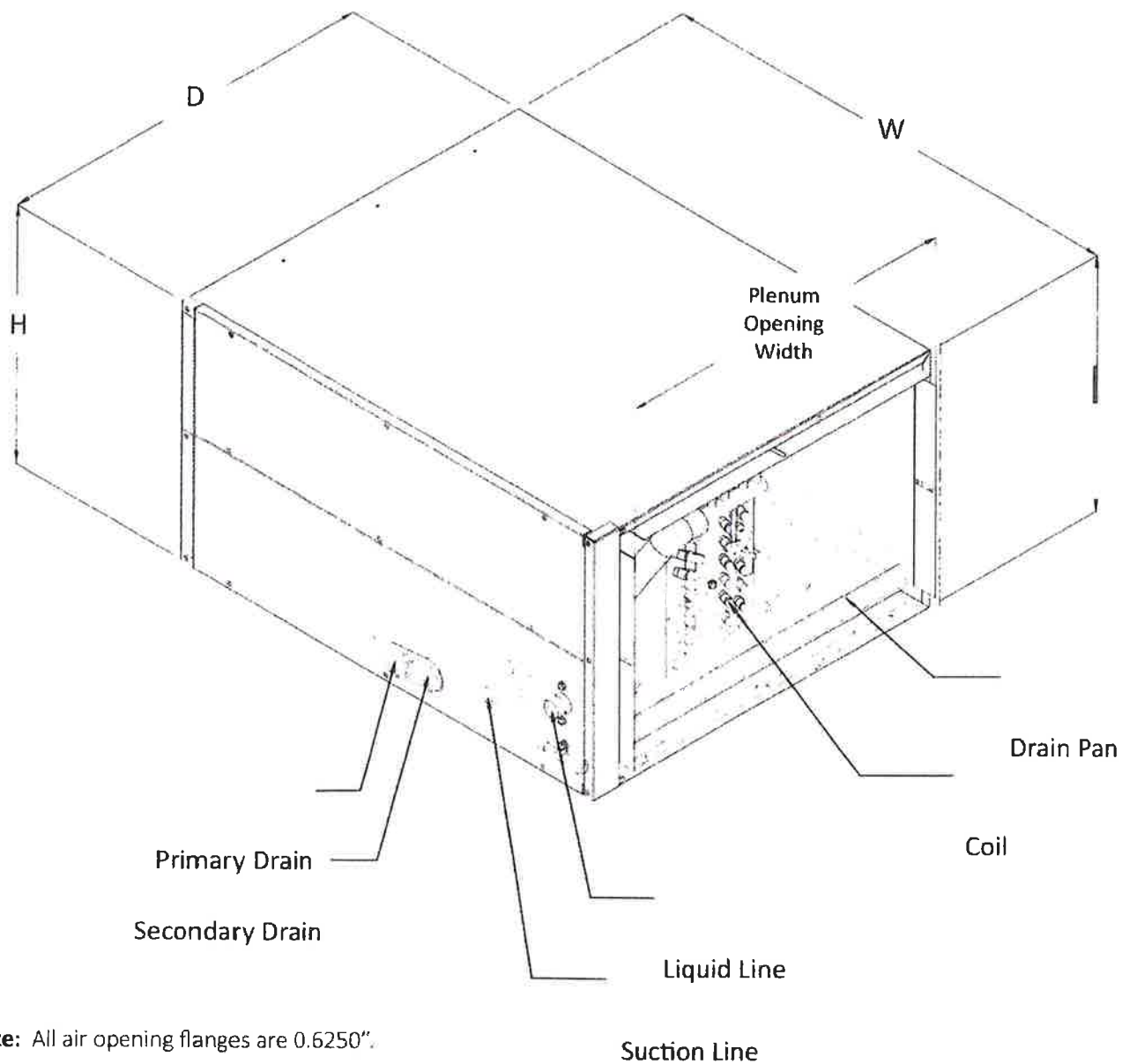
4 Ton, Cased Horizontal "A", Coil - CHPF4860D6

Project: CROOK COUNTY LIBRARY

Submitted by: James Akau of THERMAL SUPPLY INC on 7/15/2022

Submitted to: No Engineer Name Specified

DIMENSIONAL DRAWING





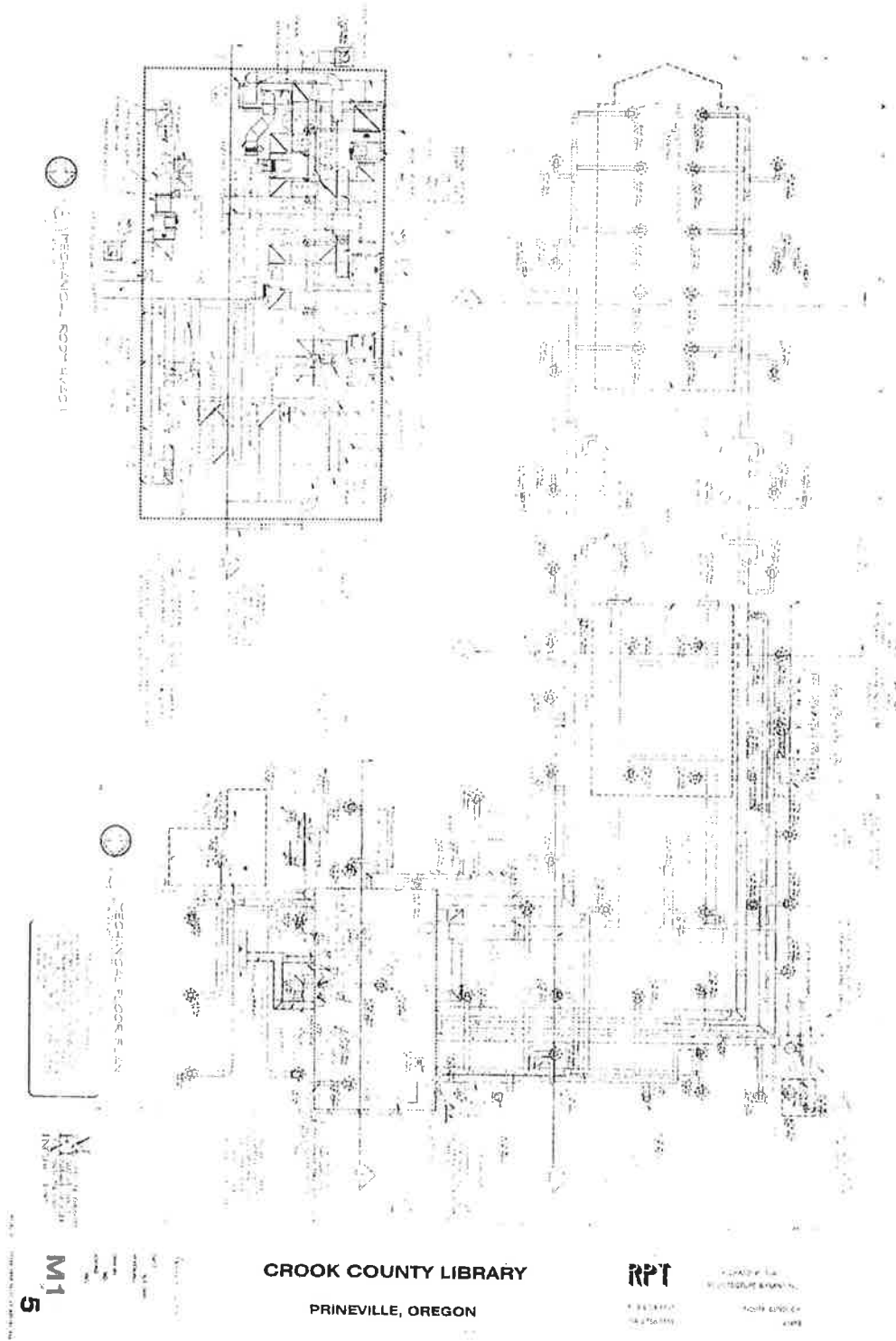


TABLE 1
SUMMARY OF DATA FOR THE 1960-1961 SEASON

STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
1	10/1/60	0800	090	10	65	75	0.00
1	10/1/60	1200	090	12	70	75	0.00
1	10/1/60	1600	090	10	65	75	0.00
1	10/1/60	2000	090	8	60	75	0.00
1	10/2/60	0800	090	10	65	75	0.00
1	10/2/60	1200	090	12	70	75	0.00
1	10/2/60	1600	090	10	65	75	0.00
1	10/2/60	2000	090	8	60	75	0.00

TABLE 2
SUMMARY OF DATA FOR THE 1960-1961 SEASON

STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
2	10/1/60	0800	090	10	65	75	0.00
2	10/1/60	1200	090	12	70	75	0.00
2	10/1/60	1600	090	10	65	75	0.00
2	10/1/60	2000	090	8	60	75	0.00
2	10/2/60	0800	090	10	65	75	0.00
2	10/2/60	1200	090	12	70	75	0.00
2	10/2/60	1600	090	10	65	75	0.00
2	10/2/60	2000	090	8	60	75	0.00

TABLE 3
SUMMARY OF DATA FOR THE 1960-1961 SEASON

STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
3	10/1/60	0800	090	10	65	75	0.00
3	10/1/60	1200	090	12	70	75	0.00
3	10/1/60	1600	090	10	65	75	0.00
3	10/1/60	2000	090	8	60	75	0.00
3	10/2/60	0800	090	10	65	75	0.00
3	10/2/60	1200	090	12	70	75	0.00
3	10/2/60	1600	090	10	65	75	0.00
3	10/2/60	2000	090	8	60	75	0.00

TABLE 4
SUMMARY OF DATA FOR THE 1960-1961 SEASON

STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
4	10/1/60	0800	090	10	65	75	0.00
4	10/1/60	1200	090	12	70	75	0.00
4	10/1/60	1600	090	10	65	75	0.00
4	10/1/60	2000	090	8	60	75	0.00
4	10/2/60	0800	090	10	65	75	0.00
4	10/2/60	1200	090	12	70	75	0.00
4	10/2/60	1600	090	10	65	75	0.00
4	10/2/60	2000	090	8	60	75	0.00

TABLE 5
SUMMARY OF DATA FOR THE 1960-1961 SEASON

STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
5	10/1/60	0800	090	10	65	75	0.00
5	10/1/60	1200	090	12	70	75	0.00
5	10/1/60	1600	090	10	65	75	0.00
5	10/1/60	2000	090	8	60	75	0.00
5	10/2/60	0800	090	10	65	75	0.00
5	10/2/60	1200	090	12	70	75	0.00
5	10/2/60	1600	090	10	65	75	0.00
5	10/2/60	2000	090	8	60	75	0.00

TABLE 6
SUMMARY OF DATA FOR THE 1960-1961 SEASON

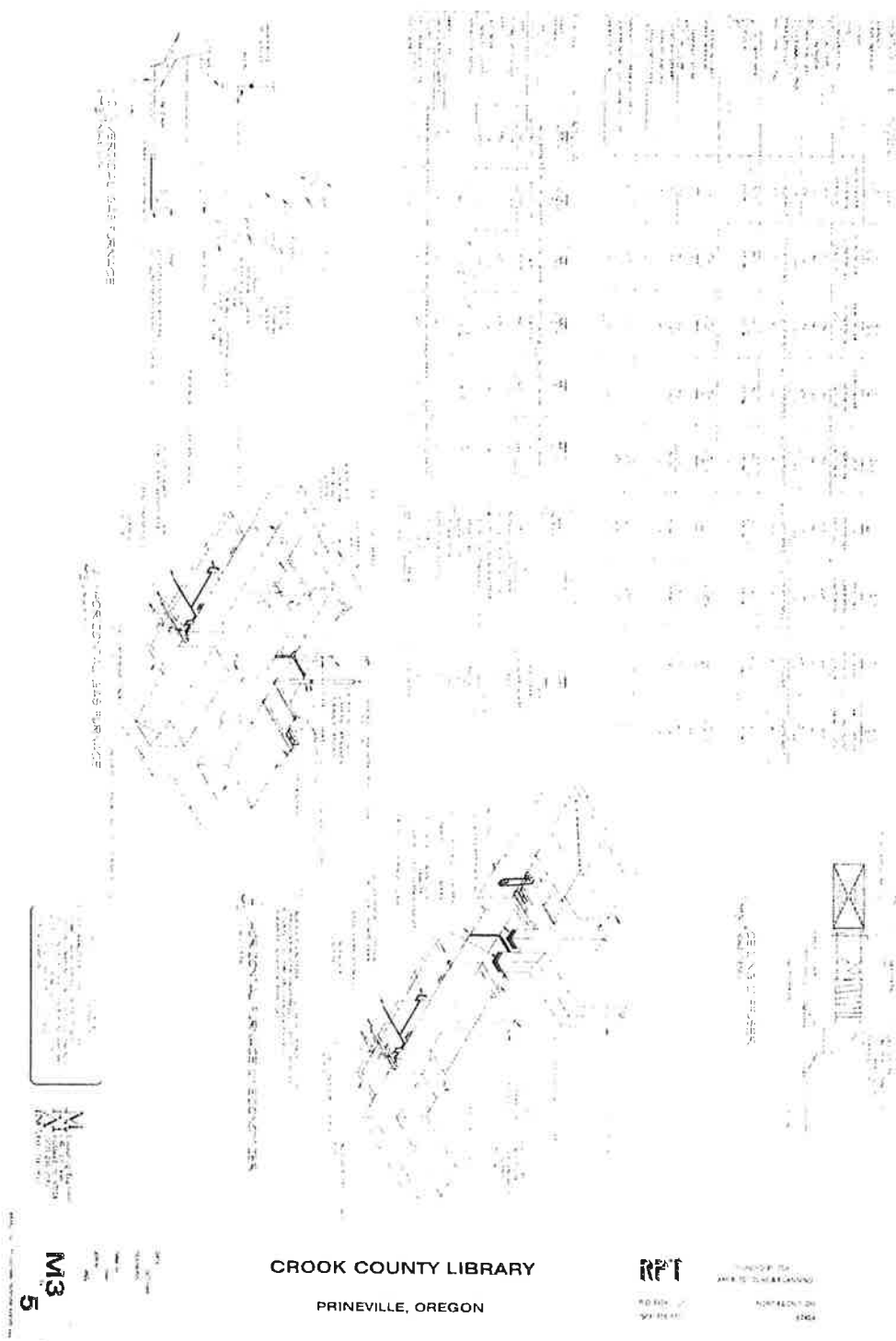
STATION	DATE	TIME	WIND DIRECTION	WIND SPEED (MPH)	TEMPERATURE (°F)	HUMIDITY (%)	PRECIPITATION (IN)
6	10/1/60	0800	090	10	65	75	0.00
6	10/1/60	1200	090	12	70	75	0.00
6	10/1/60	1600	090	10	65	75	0.00
6	10/1/60	2000	090	8	60	75	0.00
6	10/2/60	0800	090	10	65	75	0.00
6	10/2/60	1200	090	12	70	75	0.00
6	10/2/60	1600	090	10	65	75	0.00
6	10/2/60	2000	090	8	60	75	0.00

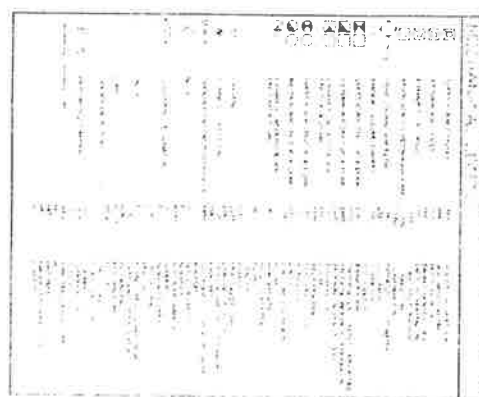
NOV 1 1960
CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

M2
5

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT
NOV 1 1960
CROOK COUNTY LIBRARY
PRINEVILLE, OREGON



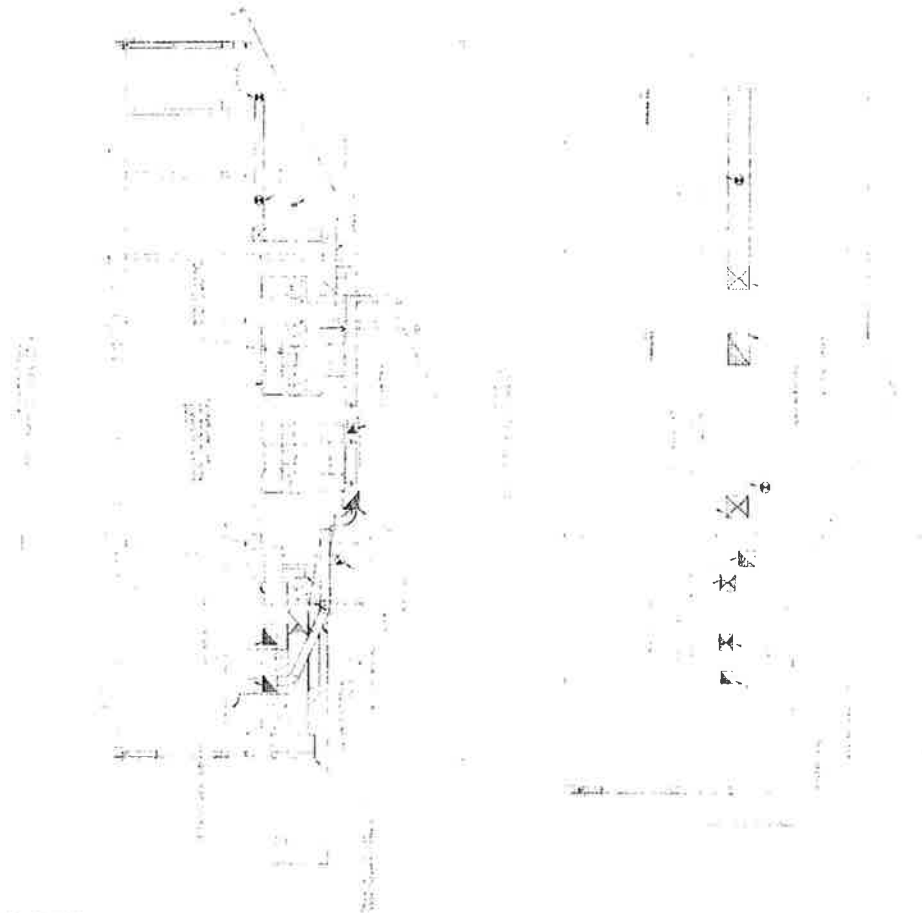


THE UNIVERSITY OF MICHIGAN LIBRARY

M4
5

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT
REPRODUCTION OF THE
ORIGINAL DOCUMENT
REPRODUCED FOR
LIBRARY USE



(continued)

515

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT

2017-2018

FORWARD OR
SIDE



BIDDER'S PROPOSAL

CROOK COUNTY LIBRARY HVAC EQUIPMENT INSTALLATION

**Crook County, Oregon
Summer 2022**

PROJECT INFORMATION

Project Name: Crook County Library HVAC Equipment Installation
Date of Issue: Wednesday, June 29, 2022
Project County: Crook County, Oregon
Department: Crook County Facilities
Project Manager: Joe Viola, Facilities Director
 541-416-3998

TABLE OF CONTENTS

Section I – Bidding Information

- Invitation to Bid
- Instructions to Bidders

Section II – Contract Documents

- Proposal
- Bidder's Certificate
- Bid Bond
- Non-Collusion Affidavit
- First-Tier Subcontractors Disclosure Form
- Bidder's List
- Sample Contract and Exhibits
- Payment Bond
- Performance Bond
- Statutory Public Works Bond

INSTRUCTIONS TO BIDDERS

This checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their bid. Bidders' submittals shall include, but are not limited to, the following:

Submit with Bid:

1. Proposal (Bid) Fully Executed
2. Bidder's Certificate
3. Bid Bond or Other Security

Submit within 2 Hours after Bid Submittal

1. First-Tier Subcontractors Disclosure

PROPOSAL

TO: Crook County

ADDRESS: 300 NE Third Street, Prineville, Oregon 97754

PROJECT TITLE: Library HVAC Equipment and Installation Project

Bidder's person to contact for additional information on this bid:

Name: Brad Groves Company: Stephen's Heating & Cooling Inc.

Address: 2795 SW High Desert Dr Telephone: 541-447-2150

CCB#: 97379 Prineville Fax: 541-447-1933

DUNS#: _____ CAGE Code: _____
(Optional) (Optional)

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:

\$ 139,165.00

(feel free to attach additional documentation)

For additional information regarding this proposal, see the sample contract. The Exhibits attached and incorporated into this Proposal are:

- A. Bidder's Certificate
- B. Bid Bond
- C. First-Tier Subcontractors Disclosure Form
- D. Sample Contract with Exhibits
- E. Payment Bond
- F. Performance Bond
- G. Statutory Public Works Bond

I. OVERVIEW OF SCOPE OF WORK

The Crook County Library building needs the installation of specified HVAC equipment. A more detailed scope of work can be found in the Sample Contract, attached herein as Exhibit D.

II. PROCUREMENT TIMETABLE

- Procurement document for bidding will be available: Wednesday, June 29, 2022, at 9:00 a.m.
- Bid closing date and time: Tuesday, July 19, 2022, at 2:00 p.m. local time as determined by the official clock located in the Crook County Administration Office.
- Bid opening date and time: Bids will be publicly opened and read aloud on Tuesday, July 19, 2022, at 2:05 p.m. local time. The apparent low bidder will be announced at that time.

- The names of first-tier subcontractors, if any, must be provided by 4:00 PM of Tuesday, July 19, 2022, local time as determined by the official clock located in the Crook County Administration Office.
- Contract award: Final award will be announced during a County Court Meeting on Wednesday, August 3, 2022, at 9:00 a.m.
- Required final completion date: Friday, October 31, 2022.

III. PROJECT COORDINATOR POINT OF CONTACT

Questions should be directed to Joe Viola, Facilities Director, at facilities@co.crook.or.us; or 541-416-3998. The office is located at 203 NE Court Street, Prineville, Oregon 97754. Information obtained from the Facilities Director or any officer, agent, or employee of Crook County or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any conditions of the Contract Documents. Should a bidder desire an interpretation of the Contract Documents, such bidder shall request, in writing and addressed to the address to receive bids, an interpretation of the provision no less than five days before the date fixed for opening bids.

IV. PROCUREMENT DOCUMENTS

The Bid Packet is available on the Crook County website under Resources tab (<https://co.crook.or.us/rfps>); or via email request to facilities@co.crook.or.us, Facilities Director, 541-416-3998; or amy.albert@co.crook.or.us, Executive Assistant, Crook County Administration Office, 541-447-6555.

V. ADDENDA

This Bidder's Proposal may be changed only by a written addendum issued by the County. Addenda shall be posted on the Crook County website under "Bids and RFPs" not later than five (5) calendar days prior to the date fixed for the closing of bids on July 7, 2022. Failure of a prospective bidder to respond to timely-noticed addenda in his/her proposal may cause a bid to be rejected as non-responsive. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued.

VI. BIDDING PROCEDURES AND PREPARATION OF BIDS

- Lump Sum Bids are to be addressed to: Crook County Library HVAC Project, c/o Joe Viola, Facilities Director, by mail to Crook County Administration, 300 N.E. Third Street, Prineville, Oregon 97754, or hand delivered to Crook County Administration, 203 NE Court Street, Prineville, Oregon 97754, and must be received no later than 2:00 p.m. Tuesday, July 19, 2022. Bids will be opened at the Administration Office at 2:05 p.m. on July 19, 2022.
- Responses to this Bidder's Proposal may be submitted in a sealed envelope or a box labeled with contents indicated. **Electronic submissions will not be accepted.** Any proposals received after 2:00 p.m. on July 19, 2022, will not be considered. Postmarks will not be used as a basis for determining timely delivery. **Faxed or emailed submittals will not be accepted.**

VII. EVALUATION AND ACCEPTANCE OF BID (AWARD)

It is the intent of the County to award a contract to the lowest qualified bidder, provided the bid has been submitted in accordance with the requirements of the bidding documents, is judged to be reasonable, and does not exceed the funds available. The County shall have the right to waive informalities and irregularities in a bid received and to accept the bid which, in the County's judgment, is in the County's best interests.

Any protest of award must be filed with the County within seven (7) calendar days of the notice of intent to award. Before commencing work, the successful bidder shall be required to execute a Construction Contract, using substantially the form attached hereto, and incorporated herein by reference.

VIII. NOTICE TO PROCEED AND CONSTRUCTION TIME

The County will send the Contractor the written Notice to Proceed. Bidder agrees to begin work within one week from the date of the Notice to Proceed.

IX. PREVAILING WAGE RATES

This contract is for a public work, subject to ORS 279C.800 to 279C.870, or the Davis-Bacon Act (40 USC 3141 etc.). No bid will be considered unless the bid contains a statement by the bidder that ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 will be complied with. The State Prevailing Wage Rate applies and is incorporated into the Construction Contract. Crook County will pay BOLI a prevailing wage rate fee. Bidder and any subcontractor must file public works performance and payment bonds with the County before starting work on the project, unless exempt from public works bond requirements.

X. FIRST-TIER SUBCONTRACTORS

This project is subject to ORS 279C.370 dealing with disclosure of first-tier subcontractors. All bidders shall submit a disclosure form identifying any first-tier subcontractors (those suppliers that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000 regardless of the percentage of the total contract price. Disclosure shall be on the form provided in Exhibit C and shall be submitted within two (2) hours of bid closing.

XI. UNDETECTED ENVIRONMENTAL CONDITIONS

The County will disclose all known or suspected environmental conditions. The Bidder shall inform the County of any environmental conditions suspected or observed while conducting a pre-bid site inspection or at any other time during the course of work on this project that may trigger laws, rules, or regulations controlling construction when these conditions are present.

If previously undetected environmental conditions are found to be present in the project work area, the County may, at its option, issue a contract change order or terminate the

construction contract and pay costs and expenses incurred including overhead and profit in proportion to the percentage of work completed. If the County terminates the contract or issues a change order, the Contractor shall furnish the County with appropriate bid documentation for the purpose of determining acceptable amounts of overhead and profit.

XII. LIQUIDATED DAMAGES

Time is of the essence in the performance of the provisions of this contract. In the event that Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the County in the amounts indicated in the Construction Contract for all work awarded until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

XIII. RIGHTS RESERVED BY THE COUNTY

The County reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this bid request:

- Issue addenda;
- Request additional information and/or clarification from the bidders;
- Permit the timely correction of errors and waive minor deviations;
- Issue subsequent proposals based on refinements of concepts proposed in response to the bid invitation;
- Withdraw this invitation;
- Extend the time for submittal of proposals;
- Select the bidder that, in the judgment of the County and any evaluation process notwithstanding, is most likely to succeed in developing the project desired by the County;
- Take whatever other action it deems in its best interest;
- The County reserves the right to conduct interviews with bidders to further facilitate ranking pursuant to the criteria;
- To reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, reject for good cause any proposals upon the finding that it is in the public interest to do so, and waive any and all informalities;
- This invitation does not obligate the County to accept any proposal, negotiate with any bidder, award a contract, or proceed with the development of any project described in response to this invitation;
- All proposals shall become the property of the County and will not be returned to the bidder. All bids and proposals are subject to Oregon Public Records law;

- This Bidder's Proposal does not and shall not commit the County or any of its agents to enter into any agreement, pay any costs incurred in the preparation of any response, or procure or contract for any product, services or supplies. The County reserves the right to accept or reject any or all Bidder's Proposals, to request proposals from any, all or none of the applicants or any other individual, or to delay or cancel this Bidder's Proposal, in part or in its entirety, if it is in the best interests of the County to do so. Responses to this Bidder's Proposal are entirely voluntary and made with this knowledge;
- It is the policy of Crook County to provide equal employment opportunity for all persons in compliance with federal and state laws without regard to race, color, religion, sex, age, national origin, physical or mental disability.

XIV. HOLD HARMLESS

The bidder agrees to indemnify, defend and hold the County, its commissioners, agents, officers, and employees, harmless and defend all damages, losses and expenses included, and to defend all claims, proceedings, lawsuits and judgments arising out of or relating from the fault of the bidder, the bidder's agents, representatives or subcontractors in the performance or failure to perform in accordance with instructions to bidders. However, the bidder shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.

The bidder shall not permit any lien or claim to be filed or prosecuted against the County or the County's property in connection with the contract and agrees to assume responsibility should lien or claim be filed.

XV. BID SECURITY

No bid will be considered unless accompanied by bid security in the form of a certified bank cashier's check or surety bond executed by a state licensed security company, payable to Crook County in an amount of **ten percent (10%)** of the amount bid for the contract. No interest shall be paid on the proposal security. Upon execution of a contract and delivery of a good and sufficient performance bond and a good and sufficient payment bond by a successful bidder, the County shall return the successful contractor's bid or proposal security. The County will also return or release the bidder proposal security for all unsuccessful bidders after award or after contract has been executed, and payment and performance bonds provided.

XVI. PERFORMANCE AND PAYMENT BONDS

The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The bonds shall be from a surety company authorized to transact surety business in the state of Oregon. A performance bond in the amount equal to the full contract price (or value as determined by the County) conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract and a payment bond in an amount equal to the full contract price (or value as determined by the County), shall be provided by the bidder, at bidder's cost. The bidder shall deliver the required bonds to the County

prior to or contemporaneous with execution of the construction contract. The bonds shall be dated on or after the date of the contract. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

XVII. BIDDER'S DECLARATION AND UNDERSTANDING

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, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, 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.

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

XVIII. BIDDER'S INFORMATION

The name of the Bidder submitting this Proposal is: Stephen's Heating + Cooling Inc
doing business at 2795 SW High Desert Dr, Prineville, OR 97754.

This is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the

partnership, or of all persons interested in this Proposal as principals are as follows:

Brad Groves Benny Augeri
Terry Larimer _____

If sole proprietor or partnership:

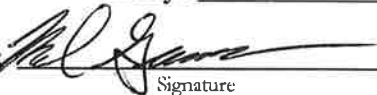
IN WITNESS hereto the undersigned has set its hand this _____ day of _____, 2022.

Signature:  Title: _____

If Corporation or LLC:

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2022.

Name of Entity: _____

By: 
 Signature

Brad Groves
 Print Name

Its: _____

BIDDER CERTIFICATE

THIS CERTIFICATION MUST BE COMPLETED, SIGNED, AND RETURNED. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

LAWFUL OPERATION

Bidder will obtain all necessary operating permits and licenses to do the work and will carry insurance as required by Crook County. Bidder will obtain all necessary building permits.

Moreover, Bidder certifies conformance with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under the Contract Documents, including without limitation:

- Titles VI and VII of the Civil Rights Act of 1964 as amended;
- The Americans and Disabilities Act of 1990 as supplemented by ORS 659A.103;
- The Health Insurance Portability & Accountability Act of 1996;
- The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
- The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
- All federal and state laws and regulations concerning Affirmative Action toward equal employment opportunities;
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of federal and state civil rights.

These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the contract and required by law to be so incorporated.

PUBLIC CONTRACTING LAWS

Bidder has reviewed and is familiar with and agrees to abide by the terms and provisions required by Crook County Code Chapter 3.12 for public improvement and public works contracts and ORS Chapter 279C. Bidder further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference, incorporated in and made a part of this invitation.

PREVAILING WAGES

Bidder will comply with ORS 279C.838, 279C.840 or 40 USC 3141 to 3148 regarding Davis-Bacon.

CONSTRUCTION CONTRACTORS BOARD (CCB)

Bidder is in compliance with requirements for construction contracts and is licensed and bonded with the Construction Contractors Board as follows:

CCB Registration No.: 91379 Expiration Date: 9/28/23

RESIDENT BIDDER

A "resident bidder" is a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of this bid and has a business address in Oregon.

CHECK ONE: Bidder ☒ is ☐ is not a resident bidder.

If a resident bidder, enter your Oregon business address:

2795 SW High Desert Dr. Prineville OR 97754

If a non-resident bidder, enter your state of residency: _____.

Non-Collusion Certification

By signing this proposal, bidder certifies that:

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

NON-DISCRIMINATION

ORS 279A.110(1) states: "A bidder . . . may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055." Subsection (4) states "A bidder ... shall certify ... that the bidder ... has not discriminated and will not discriminate, in violation of subsection (1)."

By submitting a bid, the bidder certifies that it has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

OREGON TAX LAWS

For purposes of this certificate, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, The County Metropolitan Transit District of Oregon "Tri- Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

CHECK ONE: Bidder states that it:

☒ Has authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

☐ Does not have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of its knowledge, not in violation of any Oregon tax laws.

DRUG TESTING

ORS 279C.505(2) requires that all public improvement contracts require contractors to demonstrate that it has an employee drug-testing program is in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Bidder certifies that:

- The bidder will have a drug testing policy in place at time of contract award; and
- The bidder shall maintain the drug testing policy for the duration of the contract; and
- The bidder shall require each subcontractor providing labor to this contract to comply with the drug testing requirements.

CHECK ONE: Bidder states that it:

☒ Does comply with ORS 279C.505(2).

☐ Does not comply with ORS 279C.505(2).

INSURANCE

The successful bidder will be required to carry public liability insurance and worker's compensation insurance at all times. The successful bidder will, not later than the date of execution of the contract, and prior to the commencement of the work, deliver to the County

certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

CHECK ONE: Bidder states that it:

☒ Can and will deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

☐ Cannot or will not deliver to the County certificates of insurance as evidence of compliance with the insurance provisions set forth in the bid documents and construction contract.

PUBLIC WORKS BOND

Bidder certifies it is in compliance with ORS 279C.836 Statutory Public Works Bond for contractor and all subcontractors.

LOCAL WORKERS

Please describe your good-faith efforts to employ local workers for this project: (or attach a separate written statement)

Stephen's Heating + Cooling Inc. was started 29 year's ago, here in Prineville, OR. We have retained many employees who have lived in the area for good portion, if not most of their lives. We continue to look for + hire employees locally to help in keeping the economy in the area growing.

STATEMENT REGARDING CERTIFICATIONS

Bidder understands and acknowledges that the above representations are material and important and will be relied on by the Crook County Court in awarding the contract for which this proposal is submitted. The bidder understands that any misstatement in these certifications is and shall be treated by the Crook County Court as fraudulent concealment of the true facts relating to the submission of proposals for the contract.

I, the undersigned, a duly authorized representative of the Bidder, hereby certify that the answers to the foregoing Bidder Certificate questions and all statements therein contained are true and correct.

Signature: [Signature] Date: 7/14/22

By: Brad Groves Title: Project Manager

Firm: Stephen's Heating + Cooling Inc. Phone: 541-447-2156

Proposal Bond

Crook County Library HVAC Equipment and Installation Project
Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS, that Stephen's Heating + Cooling Inc

a surety company duly organized under the laws of the State of Oregon having its principal place of business at 2795 SW High Desert Dr Prineville, OR. in the State of Oregon, and authorized to do business in the State of Oregon, is held and firmly bound unto Crook County, in the full sum of ten percent (10%) of the total amount of the proposal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas Stephen's Heating + Cooling Inc is herewith submitting its proposal for the following work:

The Scope of Services as described in the Crook County Request For Proposals, Library HVAC Equipment and Installation Project, dated June 28, 2022.

All work is to be completed by **October 31, 2022.**

NOW THEREFORE, if said proposal submitted by said bidder is accepted by the Crook County Court, and the contract for said work is awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives notice of any such extensions.

Signed and sealed this 14 day of July, 2022.

SURETY

Western Surety Company
 (Surety Company)

 (Signature)

PRINCIPAL

Brad Coroues
 (Principal (Bidder))

[Signature]
 (Signature)

FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME _____

BID # _____

BID CLOSING DATE _____ TIME _____

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

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

ATTACH ADDITIONAL SHEETS, IF NEEDED.

NAME		DOLLAR VALUE	CATEGORY OF WORK
(1)		\$	
(2)		\$	
(3)		\$	
(4)		\$	
(5)		\$	
(6)		\$	
(7)		\$	
(8)		\$	
(9)		\$	

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: _____

- ORS 279C 370 First-tier subcontractor disclosure. (1) If a bidder is required to submit a disclosure of the first-tier subcontractors that a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (a) Will be furnishing labor or will be furnishing labor and materials; and
 - (b) Will have a contract value that is equal to or greater than the value of the bid or the value of the contract, whichever is greater.
- (2) For each contract to which this subsection applies, the contracting agency shall designate a value for the submission of bids that has a date on a Tuesday, Wednesday or a Thursday between a value of \$500,000 and that is a multiple of \$500,000. The value shall be the value of the contract or the value of the bid, whichever is greater. The value shall be \$100,000.
- (3) This subsection does not apply to public improvement contracts that have been awarded from competitive bidding requirements under ORS 279C 370.
- (4) The disclosure of first-tier subcontractors shall be a disclosure of the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in a substantially true and accurate manner.
- (5) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall not be required to determine the accuracy of the subcontractor disclosure to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy of the subcontractor disclosure.
- (6) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (7) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C 370.
- (8) A subcontractor may file a complaint under ORS 279C 370 based on the substantive requirements of subsection (1) of this section.

CONSTRUCTION CONTRACT

In consideration of the covenants herein below set forth, * hereafter referred to as **CONTRACTOR**, and CROOK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, ACTING BY AND THROUGH ITS COUNTY COURT, hereafter referred to as **CROOK COUNTY**, mutually contract as follows:

1. **CONTRACTOR** agrees and covenants to perform and complete the work herein described and provided for and furnish all machinery and necessary tools, apparatus, equipment, supplies, materials, and labor, and do all things in accordance with the applicable specifications and any such alterations or modifications of this contract as may be made by **CROOK COUNTY**, and according to such directions as may from time to time be made or given by the Project Manager, under authority and within the meaning and purpose of this contract. The contract documents and bid specifications provided in the bid proposal document, any addenda, and the Bid Schedule of contract prices in the **CONTRACTOR**'s bid proposal are hereby incorporated by reference as if the same were fully set out in writing and inserted herein. The total cost to **CROOK COUNTY** for this project is * AND * /100 DOLLARS (\$*), complete with all material, labor, and equipment as may be necessary for the faithful and professional performance of this contract as may be required by **CROOK COUNTY** in accordance with plans and specifications all of which are incorporated herein by reference. All of said plans and specifications, the required bonds, Workers Compensation coverage and insurance coverage documents, and this contract and its attachments (**Attachments A through F**), constitute the contract documents.

2. Any conflict or difference between the contract documents shall be called to the attention of **CROOK COUNTY** by **CONTRACTOR** before proceeding with affected work. In case of any conflict or any discrepancy between the contract documents, the specific provisions of this contract shall have priority over all others.

3. **CONTRACTOR** agrees to complete full performance in accordance with all plans and specifications by **October 31, 2022**. Time is of the essence in this contract. Because of the difficulty of computing actual damages, liquidated damages of One Hundred Dollars (\$100) per calendar day shall be assessed if work is not completed and accepted on *. The parties agree that this paragraph is a reasonable forecast of just compensation caused by the breach and is not a penalty.

4. Any progress payment shall be due according to contract specifications; final payment shall be due when the contract has been fully performed according to its terms. **CROOK COUNTY** shall make payment when **CONTRACTOR** submits evidence satisfactory to **CROOK COUNTY** of having appropriately paid all payrolls, material bills, and other indebtedness connected with the work, and of having fully complied with all laws and terms of the contract. Payment shall be made promptly in accordance with ORS 279C.500 - 279C.545, and both parties shall have all the rights and duties (including the right to withhold retainage) specified in ORS 279C.550 - 279C.570 regarding payment.

5. **CONTRACTOR** agrees that **CROOK COUNTY** shall not be responsible or liable to pay any sum of money over the contract total of */100 DOLLARS (\$), except that **CROOK COUNTY** agrees to pay **CONTRACTOR** based on actual quantities of work performed and other basis of payment specified, taking into account any amounts that may be deductible under this contract, provided that the work performed is in accordance with the contract, is satisfactorily performed at the direction of the Project Manager, and is covered, if necessary for **CROOK**

COUNTY budget purposes, by a contract amendment. Notwithstanding any term contained herein to the contrary, **CROOK COUNTY** shall not be liable or responsible for any payment for additional work or cost unless **CROOK COUNTY** specifically assumes in writing such responsibility and liability on and by itself.

6. **CONTRACTOR** shall comply with all provisions included in the Bidder's Proposal and are hereby incorporated by this reference.

7. Workers in each trade or occupation employed in the performance of the contract by **CONTRACTOR** or any subcontractor, as referenced in ORS 279C.580 - 279C.590, shall be paid not less than the prevailing minimum hourly rate of wage on the date of **CONTRACTOR'S** bid, as determined by the Commissioner of the Oregon Bureau of Labor. For each week during which workers are employed upon the public work, **CONTRACTOR**, any subcontractor or their sureties, shall file weekly/monthly certificates of rate of wage as required by ORS 279C.845. If **CROOK COUNTY** determines at any time that the prevailing rate of wages has not or is not being paid as required herein, it may retain, for the monies due to **CONTRACTOR**, an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract. **CONTRACTOR** shall be liable to the workers affected for failure to pay the required rate of wage in the amount of their unpaid minimum wages, including all fringe benefits under ORS 279C.840.

8. **CROOK COUNTY** shall pay a fee of one/tenth of one percent (0.1%) of the price of this contract to the Bureau of Labor and Industries subject to the limits of ORS 279C.825. The fee shall be paid within the time period set forth in ORS 279C.825(3).

9. The performance of this contract is at **CONTRACTOR'S** sole risk. The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. **CONTRACTOR** is solely liable for any workers' compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by **CONTRACTOR** shall be similarly responsible.

10. The **CONTRACTOR** shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the **CONTRACTOR**, the **COUNTY**, or to others on account of the negligence or misconduct of the **CONTRACTOR** or any Subcontractor under the Contract. The **CONTRACTOR** shall indemnify and save harmless the **COUNTY**, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor vehicles in connection therewith, or the acts, omissions, operations, or conduct of the **CONTRACTOR** or any Subcontractor under the Contract or any way arising out of the Contract, to the extent caused by the negligence or misconduct of the **CONTRACTOR**, or any Subcontractor under the Contract. **CONTRACTOR** shall not be required to indemnify under this paragraph to the extent damages are caused in whole or in part from the negligence of the **COUNTY**, its officials, agents, and employees. The absence of or inadequacy of the liability insurance required in section 15 below shall not negate **CONTRACTOR'S** obligations in this paragraph.

11. By execution of this contract, **CONTRACTOR** certifies under penalty of perjury that to the best of **CONTRACTOR'S** knowledge, **CONTRACTOR** is not in violation of any tax laws described in ORS 305.380(4), and **CONTRACTOR** has not discriminated against minority, women, or small business enterprises in obtaining any required subcontract.

12. By execution of this contract, **CONTRACTOR** agrees to have an employee drug-testing program in place at the time of executing the contract, and that such a program will be maintained throughout the contract period, including any extensions. The failure of **CONTRACTOR** to have or maintain such a drug testing program is grounds for immediate termination of the contract. The **CONTRACTOR** shall require each subcontractor providing labor for the project to also comply with this drug testing program requirement.

13. **CROOK COUNTY** shall not be liable, either directly or indirectly, for any dispute arising out of the substance or procedure of **CONTRACTOR'S** drug testing program. Nothing in this drug testing provision shall be construed as requiring **CONTRACTOR** to violate any legal rights, including constitutional rights, of any employee, including but not limited to selection of which employees to test and the manner of such testing. **CROOK COUNTY** shall not be liable for **CONTRACTOR'S** negligence in establishing or implementing, or failure to establish or implement a drug testing policy, or for any damage or injury caused by **CONTRACTOR'S** employees acting under the influence of drugs while performing work covered by this contract. These are **CONTRACTOR'S** sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against **CROOK COUNTY**.

14. **CONTRACTOR** may only substitute a first-tier subcontractor that was not disclosed under ORS 279C.585 in accordance with statutory criteria, including demonstration of inadvertent error, the subcontractor's failure or refusal to execute or perform under a written contract, to meet bond requirements, to perform substantially satisfactory work or affirmatively causing substantial delay or disruption to work progress, subcontractor's bankruptcy or insolvency, or failure to be registered with Construction Contractors Board, if required, or otherwise be eligible to work on a public improvement project pursuant to applicable statutory requirements.

15. **CONTRACTOR** is solely responsible for ensuring that any subcontractor selection and substitution has been in accordance with all legal requirements. **CROOK COUNTY** shall not be liable, either directly or indirectly, in any dispute arising out of the **CONTRACTOR'S** actions with regard to subcontractor selection and substitution.

16. **CROOK COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **CROOK COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state, or federal laws, or which is the subject of pending litigation.

17. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties. This document is the entire, final, and complete agreement of the parties pertaining to this Construction Contract, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives.

18. **CONTRACTOR** shall make payment promptly, as due, to all persons supplying to such **CONTRACTOR** labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

19. **CONTRACTOR** shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from **CONTRACTOR** or any subcontractor in connection with the performance of the contract.

20. **CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against **CROOK COUNTY** due to any labor or material furnished by **CONTRACTOR**. **CONTRACTOR** shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify, and hold **CROOK COUNTY** harmless from any such lien or claim.

21. **CONTRACTOR** and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

24. For all public contracts, with certain exceptions listed below, **CONTRACTOR** shall not employ an employee for more than ten (10) hours in any one day, or forty (40) hours in any one week except in case of necessity, emergency, or where public policy absolutely requires otherwise, and in such cases **CONTRACTOR** shall pay the employee at least time and a half for:

- (a.) All overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday, and
- (b.) All overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday, and
- (c.) All work performed on the days specified in ORS 279C.540.
- (d.) The **CONTRACTOR** shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.
- (e.) The **CONTRACTOR** may not prohibit any of the **CONTRACTOR'S** employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee of another person.

25. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by

posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

26. The hourly rate of wage to be paid by any **CONTRACTOR** or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 - 279C.870.

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

28. **CONTRACTOR** shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual.

29. This contract may be cancelled at the election of **CROOK COUNTY** for any substantial breach, willful failure, or refusal on the part of **CONTRACTOR** to faithfully perform the contract according to its terms. **CROOK COUNTY** may terminate the contract by written order or upon request of the **CONTRACTOR** if the work cannot be completed for reasons beyond the control of either the **CONTRACTOR** or **CROOK COUNTY**, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, if the work is suspended but the contract not terminated, the **CONTRACTOR** is entitled to a reasonable time extension, costs, and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated due to the public interest, the **CONTRACTOR** shall be paid per ORS 279C.660.

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

31. **CONTRACTOR** agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or quality are otherwise equal.

32. **CONTRACTOR** agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by **CROOK COUNTY**.

33. **CONTRACTOR** agrees to make all provisions of the contract with **CROOK COUNTY** applicable to any subcontractor performing work under the contract.

34. **CROOK COUNTY** will not be responsible for any losses or unanticipated costs

suffered by **CONTRACTOR** as a result of **CONTRACTOR'S** failure to obtain full information in advance in regard to all conditions pertaining to the work.

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

36. **CONTRACTOR** certifies that **CONTRACTOR** is "responsible" as that term is defined in ORS 279C.375 and that **CONTRACTOR**:

- (a.) has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise necessary to meet all contractual responsibilities; and
- (b.) holds current licenses in this State in order to undertake or perform the work specified in the contract; and
- (c.) is covered by liability insurance and other insurance in amounts the contracting agency requires in the solicitation documents; and
- (d.) qualifies as a carrier-insured employer or a self-insured employer, or has elected coverage under State Worker's Compensation Law; and
- (e.) has made the first tier subcontractor disclosure required by the contracting agency; and
- (f.) has completed previous contracts of a similar nature with the satisfactory record of performance; and
- (g.) has a satisfactory record of integrity; and
- (h.) is legally qualified to contract with the contracting agency; and
- (i.) supplied all necessary information in connection with the inquiry concerning responsibility; and
- (j.) possesses an unexpired certificate issued by the Oregon Department of Administrative Services if the **CONTRACTOR** employs fifty (50) or more full-time workers and submitted a bid for a procurement with an estimated contract price that exceeds \$500,000.

37. **CONTRACTOR** represents and warrants that **CONTRACTOR** has complied with the tax laws of this State or a political subdivision of this State, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **CONTRACTOR** covenants to continue to comply with the tax laws of this State or a political subdivision of this State during the term of the public contract, and provides that **CONTRACTOR'S** failure to comply with the tax laws of this State or a political subdivision of this State before the **CONTRACTOR** executed the public contract or during the term of the public contract is a default for which **CROOK COUNTY** may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law.

38. It is a material condition of this contract that **CONTRACTOR** remain certified as a disadvantaged, minority, women, or emerging small business enterprise under ORS 200.055 or businesses that service-disabled veteran owns for the entire term of the public contract, whenever **CROOK COUNTY** awards the public contract, in whole or in part, on the basis of the **CONTRACTOR'S** certification.

- (a.) **CONTRACTOR** shall provide in the **CONTRACTOR'S** subcontracts that a subcontractor remain certified as a disadvantaged, minority, women, emerging

small business enterprise under ORS 200.055, or businesses that service-disabled veteran owns for the entire term of the subcontract, if the **CONTRACTOR** awards the subcontract, in whole or in part, on the basis of the subcontractor's certification.

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

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

41. If **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4), and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the **CONTRACTOR** or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency, or from the **CONTRACTOR**, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

42. If **CONTRACTOR** or subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

43. In the event of an action, suit, or proceeding, including appeal therefrom, is brought for failure to observe any the terms of this agreement, each party shall bear its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

44. **CONTRACTOR** is engaged hereby as an independent contractor, and will be so deemed for all purposes. **CONTRACTOR** will be solely responsible for the payment of any federal

or state taxes required as a result of this agreement. This contract is not intended to entitle **CONTRACTOR** to any benefits generally granted to **CROOK COUNTY** employees. Without limitation, but by way of illustration, **CONTRACTOR** is an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for any workers' compensation coverage under this contract.

45. **CONTRACTOR** shall comply with the prevailing wage rates of the State of Oregon, currently in effect and as amended, governing all covered workers for all work on said property project and shall hold **CROOK COUNTY** harmless therefrom. Prevailing wage law includes but is not limited to ORS 279C.800 - 279C.870.

- (a.) The prevailing wage rates for Crook County (Region 10) are to be paid workers employed in the performance of the contract, either by **CONTRACTOR** or subcontractor.
- (b.) A fee is required to be paid to the Bureau of Labor and Industries as provided in ORS 279C.825 and shall be paid by Crook County pursuant to paragraph 8.

46. This Construction Contract may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

IN WITNESS WHEREOF, the parties have executed this contract on the below said date.

CONTRACTOR

Business
Name: _____

By: Sample - Do Not Sign

Signature
Brad Graves

Print Name

Its: _____

Date _____

Contractor's CCB # _____

Telephone Number _____

Address _____

City _____ State _____ Zip _____

CROOK COUNTY

Seth Crawford, County Judge

Date: _____

Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

Date: _____

Workers' Compensation Insurance Certification

All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The **CONTRACTOR** for the purposes of this contract hereby certifies that it is currently providing workers' compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

Employers Complying with ORS 656.017

1. ☐ "Carrier-insured employer" (State Accident Insurance Fund Corp. or other authorized insurer).

Insurance Company Name: _____

ID/Policy No.: _____

2. ☐ "Self-insured employer" (certified by the Workers' Compensation Division).

ID number as assigned by the Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

Employers Exempt under ORS 656.126

1. ☐ Workers' Compensation Coverage, State of Origin: _____

In the event of cancellation or change of the information above, **CONTRACTOR** certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date _____

By: _____

Signature

Print Name

Its: _____

REMINDER – ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed a guaranty contract with Oregon Workers' Compensation Division as proof of coverage for your employees working in Oregon?

ATTACHMENT C

Insurance Coverage Required

CONTRACTOR shall not commence any work until CONTRACTOR obtains, at CONTRACTOR'S own expense, all required insurance as specified below. Approval of CROOK COUNTY is required as to limits, form, and amount. CONTRACTOR is required to obtain or maintain the following for the full period of the contract:

- ☒ **COMMERCIAL GENERAL LIABILITY** insurance covering personal injury, bodily injury, and property damage with limits as specified below. The insurance shall include

COVERAGES**LIMITS**

<input type="checkbox"/> Explosion & Collapse	\$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input checked="" type="checkbox"/> Limits of the Oregon Tort Claims Act
<input type="checkbox"/> Products Completed Operations	(ORS 30.260-30.300) presently at \$1,412,000 per occurrence
<input checked="" type="checkbox"/> Contractual Liability	<input checked="" type="checkbox"/> Other - Tort limits adjusted per ORS 30.372(4) beginning in 2015
<input type="checkbox"/> Broad Form Property Damage	
<input type="checkbox"/> Owners & Contractors Protective	

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

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

LIMITS

- ☐ \$1 million per occurrence
☐ Other - Tort limits adjusted per ORS 30.372(4) beginning in 2015
☐ Not less than the limits of the Oregon Tort Claims Act (ORS 30.260-30.300) presently at \$1,538,300 per occurrence

PROFESSIONAL LIABILITY insurance with limits not less than \$_____.

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

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

☐ **EMPLOYERS LIABILITY** insurance with limits of \$500,000

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

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

In the event of cancellation or change of the information above, CONTRACTOR certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Contractor Business

Name: _____

Date: _____

By:  Signature

 Printed Name

Its: _____

ATTACHMENT D**Performance Bond****Crook County Library HVAC Equipment and Installation Project****Contract No.: N/A**

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under the contract, upon the terms set forth and within the time prescribed therein, or as extended as provided in the contract, and agrees to indemnify, defend and hold Crook County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses including but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the principal, the principal's agents, representatives or subcontractors, in the performance of or failure to perform this contract. However, principal shall not be required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's sole negligence and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect. Nonpayment of the bond premium will not invalidate this bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this ___ day of _____, 20__.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

PRINCIPAL: _____
Principal's Name (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

ATTACHMENT E

Payment Bond

Crook County Library HVAC Equipment and Installation Project
Contract No.: N/A

KNOW ALL MEN BY THESE PRESENTS: That we _____, as principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and duly authorized to transact surety business in the State of Oregon, as surety, are jointly and severally held and bound unto Crook County, in the sum of _____ (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the principal has made and entered into a certain contract, a copy of which is attached hereto, with Crook County, Oregon, which contract, together with the applicable plans, Standard Specifications, Special Provisions, and schedule of contract prices, is by this reference made a part, whereby the principal agrees to perform in accordance with the certain terms, conditions, requirements, plans and specifications which are set out in the contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal shall make payment promptly, as due to all subcontractors and to all persons supplying to the contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and, if applicable, shall pay not less than the State of Oregon Bureau of Labor and Industries prevailing wage rates in effect as of the date of the bid, per hour, day and week for and to each and every worker who may be employed in and about the performance of the contract and shall pay all contribution amounts due for workers' compensation and all amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the contractor's employees and payable to the State Department of Revenue, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Crook County such damages as may accrue to Crook County under the contract, then this obligation is void, otherwise to remain in full force and effect, provided that surety will remain liable to satisfy the claim of any worker affected by the failure of the principal or any subcontractor under the contract to pay the minimum rate of wage in accordance with the contract in the amount of the unpaid minimum wages and an additional amount equal thereto as liquidated damages.

Nonpayment of the bond premium will not invalidate this Bond nor shall Crook County be obligated for the payment thereof.

This Bond is given and received under the authority of ORS Chapter 279C.380, the provisions of which relating to performance bonds are incorporated into this Bond by this reference.

Witness our hands this ____ day of _____, 20____.

PRINCIPAL: _____
Principal's Name (Print or Type)

SURETY: _____

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

ATTORNEY IN FACT [POA must be attached to this bond]

PRINCIPAL: _____
Principal's Name (Print or Type)

Agent
Attach additional signature page for Surety if using multiple bonds

By: _____
Authorized Official's Signature (Print or Type)

Official Capacity (Print or Type)

Surety's Seal Must Be Affixed

ATTACHMENT F



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond _____ CCB (if applicable) _____

We, _____ as principal and _____ as corporation, qualified and authorized to do

business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 560, for each payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 560, and is therefore required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 560, Oregon Laws 2005, conditioned as hereinafter set forth:

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 560, and OAR Chapter 570, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 560.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 560, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20__.

Surety by:

Principal by

(Seal)

Company Name

Name

Signature

Signature

Title of Construction Contract

Title

Address

Address

City

State

Zip

City

State

Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

This document certifies that:

STEPHENS HEATING & COOLING INC
2795 SW HIGH DESERT DR
PRINEVILLE OR 97754

is licensed in accordance with Oregon Law as
Residential General Contractor & Commercial
General Contractor Level 1

LICENSE NUMBER: 97379

EXPIRATION DATE: 09/28/2023

ENTITY TYPE: Corporation



Oregon

Kate Brown, Governor

Department of Consumer and Business Services

Building Codes Division

1535 Edgewater Street NW

P.O. Box 14470

Salem, OR 97309-0404

503-378-4133

Fax: 503-378-2322

oregon.gov/bcd

January 19, 2021

LICENSE ENCLOSED

STEPHENS HEATING & COOLING INC
2795 SW HIGH DESERT DR
PRINEVILLE OR 97754

License Information

Attached is your State of Oregon License as a LHR-Ltd Maint Contractor HVAC/R.

All electrical contractors are required to employ a general supervising electrician or a qualifying person, and must notify the Building Codes Division within five days of entering into or terminating the employment of a supervising electrician or a qualifying person.

Please note: *Electrical contractors must also be licensed and bonded by the Construction Contractor's Board to legally work in Oregon.*

If you need to change the street address, mailing address, or the DBA or ABN on your license, you must notify the Building Codes Division within five business days of the change. The legal name on the license cannot be changed.

For more information, call (503) 373-1268.

EL Contr Lic Ltr.doc

State of Oregon License

LHR-Ltd Maint Contractor HVAC/R

Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: 554LHR
Expiration date: 07/01/2023



Licensee: STEPHENS HEATING & COOLING INC

Address: 2795 SW HIGH DESERT DR
PRINEVILLE OR 97754

NON-TRANSFERABLE



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: 66205207

CCB # (if applicable): 97379

We, Stephens Heating & Cooling Inc, as principal, and

WESTERN SURETY COMPANY,

a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 6th day of April, 2022

Surety by:

Principal by:

WESTERN SURETY COMPANY (Seal)

Stephens Heating & Cooling Inc

Company Name

Name

Signature

Signature

Paul T. Bruflat, Vice President

Title

Title (e.g. Attorney-in-Fact)

P.O. Box 5077

2795 SW High Desert Dr

Address

Address

Sioux Falls, SD 57117-5077

Prineville, OR 97754

City

State

Zip

City

State

Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD

12

COMMERCIAL
SURETY BOND

CCB # (if already issued) 97379

Surety company's bond # 66206108

Stephens Heating & Cooling Inc (the "Principal")
is a "commercial contractor" as defined by ORS 701.005. The Principal is applying for a license and commercial endorsement from the Construction Contractors Board of the State of Oregon, or for renewal of its license and endorsement, and as a condition of the license is required by ORS Chapter 701 to furnish a bond in the penal sum of \$ 75,000.00, issued by a corporation authorized to do business in the State of Oregon (the "Surety"), subject to the conditions stated in this bond.

WESTERN SURETY COMPANY (the "Surety")
hereby binds itself, its respective heirs, personal representatives, administrators, successors and assigns to pay to the State of Oregon the sum of \$ 75,000.00.

The obligation of the Surety under this bond is void if in accordance with ORS Chapter 701 and OAR Chapter 812 the Principal pays all amounts as determined by the Construction Contractors Board to be paid by the Principal; otherwise this obligation remains in full force and effect.

This bond is for the exclusive purpose of ensuring payment of determination orders of the Construction Contractors Board in accordance with ORS Chapter 701.

This bond is one continuing obligation, and the liability of the Surety for the aggregate of all claims which may arise under this bond may in no event exceed the amount of the penal sum of this bond.

This bond is effective on the date the Principal meets all requirements for licensing or renewal and remains continuously in effect until depleted by claims paid under ORS Chapter 701, unless the Surety sooner cancels the bond. The Surety may cancel this bond and be relieved of further liability for work performed by the Principal on contracts entered after cancellation by giving 30 days' written notice to the Principal and the Construction Contractors Board of the State of Oregon. Cancellation does not limit the responsibility of the Surety for determination orders relating to the work period as defined by OAR Chapter 812.

This bond shall not be valid for purposes of licensing in accordance with ORS Chapter 701 unless filed with the Construction Contractors Board within sixty (60) days of the date shown below.

Surety represents and warrants that it is authorized to transact surety business in the State of Oregon.

Dated this 6th day of April, 2022.

SURETY:

Name: WESTERN SURETY COMPANY

By: Paul T. Bruflat
Signature Paul T. Bruflat,
Vice President

As: ATTORNEY-IN-FACT

Paul T. Bruflat
Printed Name of Attorney-in-fact or Agent

Vice President
Title

101 S. Reid St., Ste. 300 (800) 331-6053
Agency Address *Phone*

Sioux Falls, SD 57103-7046
City *State* *Zip*

Please note: This bond is not valid until filed and licensing is completed with the Construction Contractors Board.

PLEASE COMPLETE THE CHECKLIST ON THE BACK OF THIS FORM

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