



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: _____ Company: _____

Address: _____ Telephone: _____

CCB#: _____ Fax: _____

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

Bidder's lump sum bid for the Library HVAC Equipment and Installation Project is:
\$ _____
(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: _____,
doing business at _____.

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:

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

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.: _____ Expiration Date: _____

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: _____

_____.

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:_____

By:_____ Title:_____

Firm:_____ Phone:_____

Proposal Bond

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

KNOW ALL MEN BY THESE PRESENTS, that _____

a surety company duly organized under the laws of the State of _____ having
its principal place of business at _____

_____ in the State of _____, and authorized to do
business in the State of Oregon, 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 _____ 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 _____ day of _____, 2022.

SURETY

(Surety Company)

(Signature)

PRINCIPAL

(Principal (Bidder))

(Signature)



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____ Time: _____

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

List below the name of each subcontractor that will be furnishing labor or 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 no.: () _____

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:

- Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 - 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.
- (a) 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 estimated 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).
- (2) 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:
- (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.370.
- (6) A subcontractor may file a complaint under ORS 279C.580 based on the disclosure requirements of subsection (1) of this section.

WH-179 (05-10-10)

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 # _____

Seth Crawford, County Judge
Date: _____

Jerry Brummer, County Commissioner
Date: _____

Brian Barney, County Commissioner
Date: _____

Telephone Number

Address

City State Zip

ATTACHMENT A
SCOPE OF WORK

CROOK COUNTY FACILITIES

BUILDING: CROOK COUNTY LIBRARY

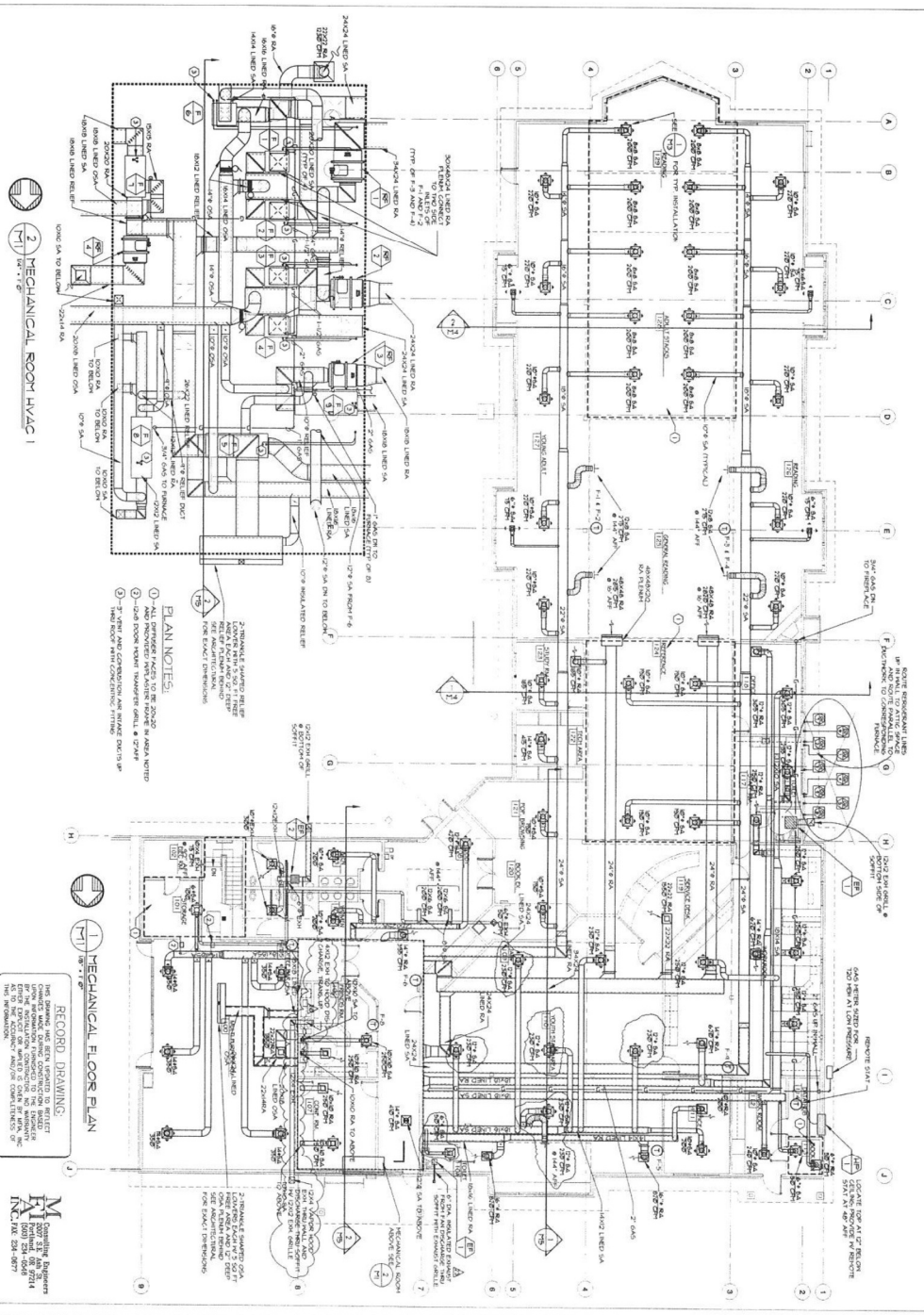
SCOPE OF WORK: HVAC EQUIPMENT AND INSTALLATION

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



CROOK COUNTY LIBRARY

PRINEVILLE, OREGON

RPT

RICHARD P. TURE
ARCHITECTURE & PLANNING

P.O. BOX 1107
(541) 756-1111

NORTH BEND, OR
97469

RECORD DRAWING:

THIS DRAWING HAS BEEN REVISIONED TO REFLECT THE AS-BUILT CONDITIONS OF THE PROJECT. THE ORIGINAL DRAWING IS NOT TO BE USED FOR CONSTRUCTION. THE REVISIONS ARE SHOWN IN RED. THE ORIGINAL DRAWING IS SHOWN IN BLACK.

M1

5

VENTILATION AIR SCHEDULE - READING									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
READING SOUTH	1443	100 sq ft	5	0	225	875	0	F-2	F-2
READING EAST	1443	100 sq ft	5	0	225	1750	0	F-4	F-4
READING WEST	1443	100 sq ft	5	0	225	1750	0	F-4	F-4
TOTAL	5433				450	3350	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 450 CFM
TOTAL OFFICE AIR SUPPLIED = 450 CFM

VENTILATION AIR SCHEDULE - WORK ROOM									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
STAFF	250	30 sq ft	2	20	40	250	0	F-4	F-4
DATA	250	30 sq ft	1	0	50	50	0	F-4	F-4
BOOK RETURN	42	200 sq ft	1	0	50	50	0	F-4	F-4
SHIPPING	200	200 sq ft	1	0	50	240	0	F-4	F-4
WORKROOM	1900	200 sq ft	1	20	140	1000	0	F-4	F-4
REST ROOM	50	50	...	0	F-1	F-1
TOTAL	2946				410	1940	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 410 CFM
TOTAL OFFICE AIR SUPPLIED = 410 CFM

VENTILATION AIR SCHEDULE - YOUTH									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
YOUTH	2070	100 sq ft	21	0	360	460	0	F-5	F-5
ADULT EDUCATION	228	100 sq ft	3	20	60	200	0	F-5	F-5
TOTAL	2298				370	660	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 370 CFM
TOTAL OFFICE AIR SUPPLIED = 370 CFM

VENTILATION AIR SCHEDULE - ENTRY									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
ENTRY	1034	50 sq ft	2	0	360	200	0	F-6	F-6
RECEPTION	240	100	4	0	50	200	0	F-6	F-6
TOTAL	1274				410	400	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 410 CFM
TOTAL OFFICE AIR SUPPLIED = 410 CFM

VENTILATION AIR SCHEDULE - CONFERENCE									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
CONFERENCE	270	30 sq ft	4	20	80	250	0	F-8	F-8
MEETING	250	100 sq ft	3	30	60	250	0	F-8	F-8
TOTAL	520				140	500	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 140 CFM
TOTAL OFFICE AIR SUPPLIED = 140 CFM

VENTILATION AIR SCHEDULE - MEETING									
ROOM NUMBER AND NAME	AREA (SQ FT)	OCCUPANT LOAD	NUMBER OF OCCUPANTS	OFFICE AIR REQUIRED (CFM)	OFFICE AIR REQUIRED (CFM)	AREA (SQ FT)	EXHAUST AIR (CFM)	EXHAUST SYSTEM	AIR SYSTEM
MEETING	144	30 sq ft	4	20	240	0	0	F-1	F-1
STORAGE	244	300 sq ft	1	0	50	100	0	F-1	F-1
TOTAL	388				290	100	0		

ROOMS THAT ARE NOT SHAPED OR EVALUATED AND DO NOT HAVE CODE REQUIREMENTS FOR MINIMUM OFFICE OR EXHAUST ARE NOT SCHEDULED.
OCCUPANT LOAD INDICATES AVERAGE OCCUPANT DENSITY FOR PURPOSES OF VENTILATION AIR REQUIREMENT CALCULATIONS.
• EXHAUST ARE NO OFFICE ARE REQUIRED
TOTAL OFFICE AIR REQUIRED = 290 CFM
TOTAL OFFICE AIR SUPPLIED = 290 CFM

RECORD DRAWING:
THIS DRAWING IS THE RECORD DRAWING FOR THE PROJECT. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE THE RECORD DRAWING TO THE OWNER. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE RECORD DRAWING.

DATE: 02/10/2020

REVISION: 02/10/2020

BY: M2

FOR: 02/10/2020

02/10/2020

02/10/2020

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CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT

RICHARD P. TURK
ARCHITECTURE & PLANNING

P.O. BOX 1107
(541) 756-1111

NORTH BEND, OR
97459

[illegible]

1. ROTARY DAMPER IN WALL
Duct, 4" diameter
Rotary damper in wall
Sloping 45° and 75°

2. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

3. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

4. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

5. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

6. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

7. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

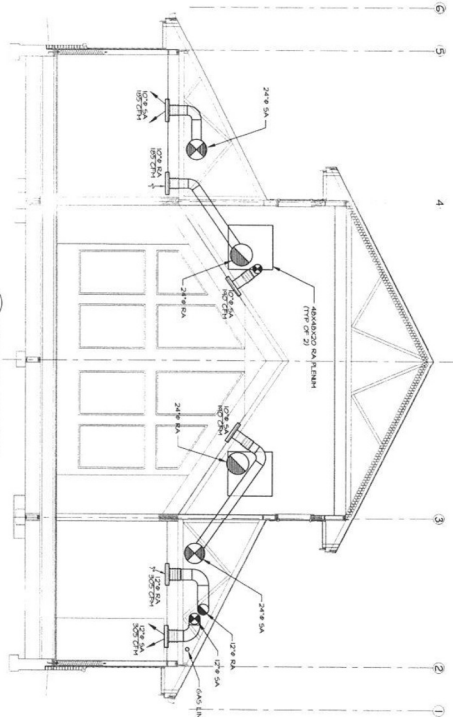
8. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

9. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

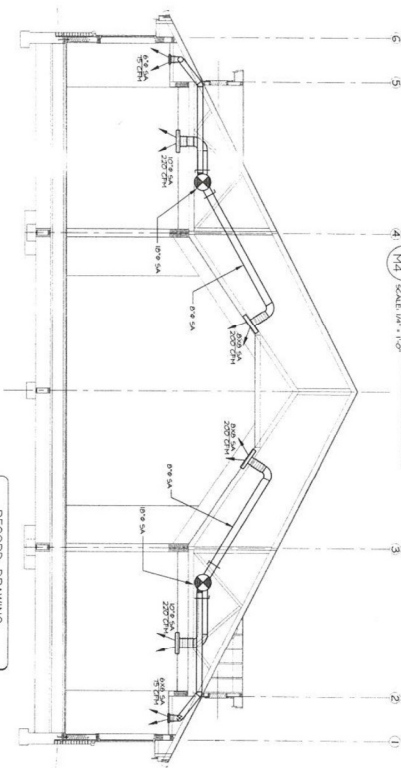
10. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

11. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°

12. DAMPER IN WALL
Duct, 4" diameter
Damper in wall
Sloping 45° and 75°



1
M4 BUILDING SECTION
SCALE: 1/4" = 1'-0"



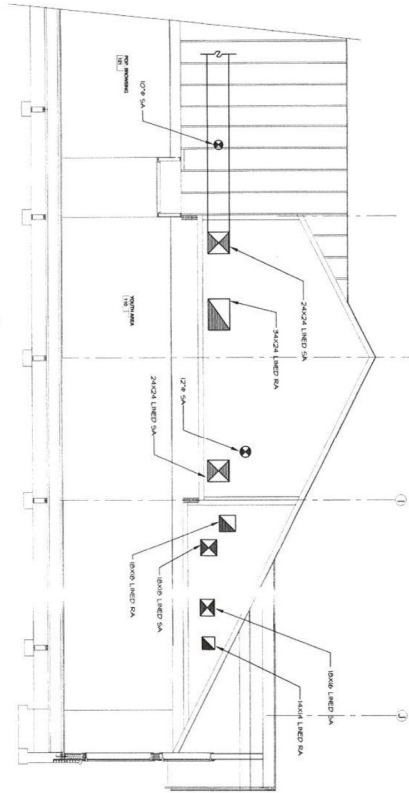
2 BUILDING SECTION
M4 SCALE: 1/4" = 1'-0"

RECORD DRAWING: THIS DRAWING HAS BEEN UPDATED TO REFLECT THE LATEST REVISIONS. IT IS NOT TO BE USED UPON INCORPORATION. IT IS REQUIRED TO BE THE DESIGNER BY THE REGULATION CONTRACTORS. NO WARRANTY EITHER EXPRESS OR IMPLIED IS GIVEN BY WEA, INC. FOR THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION.

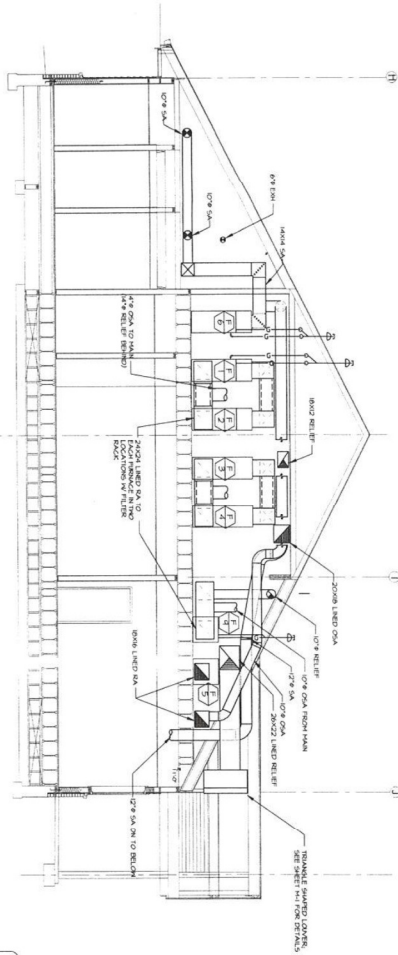
M
Gardline Engineers
3007 S. Main St.
P.O. Box 100
(503) 234-0546
PAX: 234-0577

RPT RICHARD P. TURI
ARCHITECTURE & PLANNING
P.O. BOX 1107 NORTH BEND, OR
(541) 756-1111 97459

M4.5



1 BUILDING SECTION
SCALE: 1/8" = 1'-0"



2 BUILDING SECTION
SCALE: 1/8" = 1'-0"

RECORD DRAWING:
THIS DRAWING HAS BEEN PREPARED TO REFLECT THE AS-BUILT CONDITIONS OF THE PROJECT. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

M
MECHANICAL ENGINEERS
1000 N. 10TH ST.
PRINEVILLE, OR 97714
TEL: 774-24-6577

M5
5

CROOK COUNTY LIBRARY
PRINEVILLE, OREGON

RPT
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NORTH BEND, OR
97459

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?

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	LIMIT S
<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 occurrence
<u> X </u> Contractual Liability	<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:

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)

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

Official Capacity (Print or Type)

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

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

_____, 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)
Company Name

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