



DESIGN/BUILD PUBLIC IMPROVEMENT CONTRACT REQUEST FOR PROPOSAL (RFP) Mt. Hood Town Hall Solar + Storage Energy System Construction

Issued By: Hood River County, 601 State Street, Hood River, OR 97031

Point of Contract (POC): Lindsay McClure, Mid-Columbia Economic Development District (MCEDD) Energy & Project Manager
lindsay@mcedd.org

Issue Date: November 3, 2025

Optional Site Visit: November 12, 2025 at 10 a.m.

Questions Deadline: November 14, 2025 5 p.m. PST

Response Date: December 11, 2025, 5 p.m. PST

Hood River County is issuing this RFP pursuant to its authority under both state law and Hood River County Administrative Code. The County is using the Request for Proposals method of procurement, pursuant to ORS 279C.365 and Hood River County Administrative Code 5.49.420.

Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC identified in this RFP.

No proposal will be considered unless fully completed in a manner provided in the packet. Proposals will not be accepted after the stated due date and time. Any proposal received after closing time will not be considered.

The County may reject any proposal not in compliance with this RFP or not in compliance with public proposal submission procedures at its sole discretion.

Proposers must register with Hood River County by providing an email address to the POC above to receive answers to questions sent in the form of addendums. Acknowledgment of receipt of all addendums is a requirement of proposal submission.

PUBLISHED State of Oregon – OregonBuys Platform
Hood River County's website
Columbia Gorge News

TABLE OF CONTENTS

Introduction	3
Scope of Work	4
Submittal Instructions	7
Proposal Content and Format	11
Proposal Evaluation and Contract Award Procedures	14
Appendix A: Business Statement	17
Appendix B: Acknowledgement of Addenda	18
Appendix C: Design Build Public Improvement Contract	19
Appendix D: Mt Hood Town Hall – Feasibility Report	81
Appendix E: Site-Specific Climatic and Geographic Design Criteria	127

Project summary

Hood River County (County) has issued this Request for Proposals (RFP) to obtain firm fixed price proposals for full-scope design-build services for a solar plus storage microgrid. The goal of this project is to construct a resilient on-site solar plus storage system to support facility operations during a power outage, offset operating costs, enhance sustainability, and support the Mt. Hood Towne Hall Association (MHTHA)’s mission to “create and maintain a thriving community center while preserving the historic Mt. Hood Town Hall.”

The system must provide power to the larger grid system when operating under everyday circumstances. When required, due to an emergency event, the system must island itself from the grid system and continue to provide power to the location. Funding for the complete scope has been authorized by the County and includes grant funding from Oregon Department of Energy.

Ownership model

The microgrid will be located at Mt. Hood Town Hall, a beloved community center. Mt. Hood Town Hall is owned by the County and leased long term by MHTHA. MHTHA is a non-profit that operates the facility. MHTHA is responsible for the ongoing maintenance and upkeep of the facility and will be responsible for operating and maintaining the microgrid.

The County, with input from MHTHA and other project partners, will select a solar energy developer and enter into a contract. MHTHA will enter into a long-term project operations and maintenance (“O&M”) contract, with either the Proposer or a third-party provider of solar O&M services, that will be negotiated in a separate process. The County will own the system from its construction.

Background

Hood River County is susceptible to an array of hazards including fires, ice storms, earthquakes, high temperatures, and high winds that are increasing in frequency and severity. These events commonly correspond with power outages, which amplify threats to health, safety, and other essential services by disrupting community lifelines. Mt. Hood Town Hall has been identified through a County and Hood River County Energy Council (Energy Council) process as a critical facility that supports the community. This process strategically identified critical facilities located throughout the County with the goal of ensuring that each community and neighborhood has a nearby resource center. The site of this planning project, Mt. Hood Town Hall, was identified as a resource center that primarily serves the Upper Hood River Valley.

Mt. Hood Town Hall is a community gathering place, recycling center, community meals distribution hub, music and special events venue, provides classrooms to a local middle school, and is home to community fitness and education classes. The building is ADA accessible and has a commercial kitchen and showers. It’s currently used as a relief center during emergencies and

a location that supports community health by hosting vaccine clinics.

In 1987, what is now commonly called the Mt Hood Town Hall was placed on the National Register of Historic Places as The Mt. Hood School House. The property is locally significant under National Register Criterion A as the historic focal point of community social life. The schoolhouse is locally significant also under Criterion C as a noteworthy example of Craftsman style architecture. The Mt. Hood Towne Hall Association has the responsibility to maintain its historic character.

Section 2 Scope of Work

Project Description

The scope of the project engineering, procurement, and construction contract shall include all components and tasks that are necessary to design, build, and deploy a turn-key microgrid system that meets the County's goals, objectives, and requirements, based on the conceptual design included in Appendix D: 'Mt Hood Town Hall –Feasibility Report'. Please note that design criteria, including placement of the solar canopies, described in this document differ from the design in the attached feasibility study, and proposals should adhere to the specifications in the RFP.

Project Budget Range

The anticipated budget for this contract is between \$825,000 - \$885,000.

Project Location

The project will be located at the following location:

Mt. Hood Town Hall

6575 OR-35

Mt. Hood, OR 97041

45.53904111014629, -121.56697461704147

Project Schedule

Construction must begin before August 2, 2026, and must be completed by August 2, 2027.

Project Objectives:

- I. Install solar photovoltaic (PV) system
- II. Install battery energy storage system (BESS)
- III. Install and integrate microgrid controls, DER controls, and load controls
- IV. Complete electrical infrastructure reconfiguration and upgrades
- V. Interconnect, test, permit, and commission microgrid

Further detail on each objective is provided in the following sections.

I. Install solar photovoltaic (PV) system

The Proposer shall complete all tasks necessary to design, engineer, install, and deploy a new solar PV system that is a minimum of 55 kW.

The Proposer shall be responsible for all aspects of design, engineering, permitting, interconnection, procurement, installation, commissioning, deployment, etc. for this PV system, incorporating preliminary design provided by the County.

The Proposer shall take into consideration the visual impact of the system in choosing and designing the structure supporting the solar panels.

II. Install battery energy storage system (BESS)

Battery energy storage capacity shall be the primary grid-forming resource. Assuming optimal BESS state of charge (SoC) at the outset of microgrid islanding, as well as application of appropriate load-control protocols, storage resources shall be specified to provide power and energy capacity of approximately 60 kW / 307.2 kWh.

The Proposer shall be responsible for all aspects of design, engineering, permitting, interconnection, procurement, installation, commissioning, and deployment of this BESS.

III. Install and integrate microgrid controls, DER controls, and load controls

The Proposer shall complete all tasks necessary to design, engineer, install, and configure all communications, telemetry, controls, and human interfaces required to manage and execute all microgrid functions. The microgrid controls and resources shall be integrated to support automatic islanding of the microgrid during grid outages, including integration of onsite DERs (both electric supply and controllable loads).

Preferred control solutions will be capable of automatically managing a seamless transition between grid-connected and islanded states, assuming sufficient onsite power at the time of an outage, with no loss of electricity at any of the facilities served by the microgrid.

The Proposer scope shall include developing secure communication and control protocols and human operator interface systems for monitoring and managing all microgrid subsystems. The Proposer scope shall include producing a Microgrid System Integration and Control Manual (the "Microgrid Control Manual"), describing the microgrid control systems, subsystems (e.g., DER and load management controls), and human interface systems, how they are integrated for interoperation, and all onsite user control and data retrieval processes.

IV. Complete electrical infrastructure reconfiguration and upgrades

Currently, the system is served by Hood River Electric and Internet Coop via a single phase (120/240V, 3W) distribution line. The proposed budget must include estimates of costs related

to onsite distribution and interconnection.

The Proposer scope of responsibility shall include all interconnection, protection, and safety systems, including microgrid-integrated automatic transfer switch (ATS) and other switching systems as required to support stable transitions to and from island-mode operations. Preferred systems will support seamless transitions and automatic resynchronization and reconnection to the utility distribution system when utility power is restored.

The Proposer shall be responsible for all aspects of design, engineering, permitting, procurement, installation, and commissioning for microgrid infrastructure, including all required electrical and communications cables and other electrical infrastructure.

V. Interconnect, test, commission, and provide usage documentation for microgrid

The Proposer shall coordinate and perform all tasks required to obtain interconnection approval from Hood River Electric and Internet Coop, install and test interconnection protection and control systems, verify the safety and code compliance of installed systems, test and validate the system's performance, and commission the system for ongoing operations.

Proposers shall provide a site-plan with their proposal, which shows the location of the solar PV array(s), inverter(s), point of interconnection (POI) and the electric service location on the property, along with the route of conductors for interconnection per utility application requirements.

Commissioning shall include providing a complete operations and maintenance (O&M) manual, and training to enable MHTHA and County staff to perform required operational tasks and routine maintenance.

Section 3 Technology and Equipment Standards

State Standards

The Proposer shall follow all required standards provided by the State, including the statewide building codes under IBC 2021. All work and products must conform to state standards.

PV Modules

PV modules shall be commercial off-the-shelf products that conform to the UL 1703 standard.

PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under standard testing conditions (STC). PV modules that do not satisfy this warranty condition within the Performance Guarantee period shall be replaced.

Inverters

Inverters shall be commercial off-the-shelf products that conform to the UL 1741 and IEEE 1547 standards.

Note: Different utilities have different requirements for the invertors and other technologies that can be used and connected to the grid. Proposer will communicate with Hood River Electric and Internet Coop to understand all pertinent information.

The inverter shall have at a minimum the following features:

- UL/ETL listed
- Peak efficiency of 96% or higher
- Inverter shall have operational indicators of performance and have built-in data acquisition and remote monitoring
- The inverter shall be capable of parallel operation with the existing AC power. Each inverter shall automatically synchronize its output waveform with that of the Electric Distribution Company upon restoration of power.

Racking

Racking systems shall be designed and implemented to conform to the UL 2703 standard.

Monitoring system

The system shall include a web-based monitoring system showing system performance that can be accessed by the MHTHA. Data shall be available both in real time and historical data.

The Proposer shall provide networking equipment, engineering, programming, wiring, and software to allow remote connection to the County's local area network.

Solar Canopies

- All panels shall be mounted on a single structure that is positioned over the north half of the paved play area, the exact location of which will be determined in consultation with the County and MHTHA.
- The solar panels will be mounted on PowerShingle, Polar Racking, Terrasmart, Baja, Infinity Rack a similar solar canopy, or a custom structure that will be located over the paved play area.
- Preference will be given to a structure that does not significantly detract from the existing architectural style of the Mt. Hood Town Hall, and the character of the property as a school ground.
- Preference will be given to proposals that allow for easily exchangeable panels as needed.
- The east/west length of the solar structure shall not exceed 92 ft and the north/south depth of the structure shall be at least 32 feet.
- The low edge of the solar canopies should be approximately 12 feet tall
- The structure shall have no interior posts, and the perimeter posts shall be spaced as widely as feasible while still complying with the snow load.

- We expect the soil to be Parkdale stony loam down to 5 ft. or deeper.
- The paved area is most frequently used as a play area, and it is sometimes used for overflow parking. Designs should prioritize versatility and should permit both of the aforementioned use cases.
- Bids should include a water runoff management plan.
- Solar canopies should provide adequate rain shelter.
- To comply with the Oregon Structural Safety Code, structures will need to meet all of the Site-Specific Climatic and Geographic Design Criteria for the site, including at least 84 pounds per square foot of ground snow load. A report for the site is included in Appendix E.

Section 4 Submittal Instructions

Solicitation Timeline

November 3, 2025	Advertisement and Release of RFP
November 12, 2025 at 10 a.m.	Site Visit
November 14, 2025 at 5 p.m.	Deadline for Questions
November 21, 2025 by 5 p.m.	Answers to Questions issued as RFP addendum
December 11, 2025 by 5 p.m.	Deadline for Submission of Proposals
January 5-12, 2026	Negotiation of Contract
January 20, 2026	Award of Contract
January 26-30, 2026	Tentative Kickoff Meeting

1. General

By submitting a proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without any collusion designed to limit competition. The County retains sole discretion in determining the award of an Agreement and reserves the right to reject all Proposals. The County also reserves the right to change, cancel, or reissue this RFP at any time. Furthermore, the RFP does not obligate the County to accept or contract for any expressed or implied services. The successful Proposer must comply with local, state, and federal requirements regarding equal opportunity and employment practices.

The successful Proposer must complete this RFP in full to be considered and be qualified to conduct business in the State of Oregon.

2. Site Visit

A voluntary Site Visit for prospective Proposers is scheduled for 10 a.m. on Wednesday, November 12, 2025. All interested proposers will meet at Mt. Hood Town Hall for a walk through the system site and possible interconnection routes. Statements made by the County's representative, Mt. Hood Town Hall's representative, or the project manager at the site visit do not change the Solicitation Document unless the County confirms such statements with a written

Addendum to the Solicitation Document. Proposers must register for the site visit by Monday, November 10 at 5 p.m. by emailing lindsay@mcedd.org.

3. Proposal Submittal

The proposal and all amendments must be signed and submitted no later than 5:00 p.m. local time, Thursday, December 11, 2025, to the email address below.

All proposals should be single-spaced in no less than 11-point font with no less than 1" margins in an electronic format that permits faithful reproduction and printing, such as in PDF format, and submitted to the following address: lindsay@mcedd.org. Proposals sent by mail or facsimile will not be accepted.

Proposals will be opened at the bid submission deadline. Proposals submitted after the designated time or to the incorrect e-mail address will not be considered in the selection process. All submissions are considered public documents unless there is data or information that is confidential due to its proprietary nature. Contractors must identify specifically those portions of their proposal that is confidential, if any, or contains confidential information. Any data or information considered confidential must be clearly marked "Confidential" and provided to the extent possible in a separate file and clearly marked in the file name that the contents are confidential.

Proposals may be modified or withdrawn by writing to the same e-mail address provided as the submission addresses prior to the Proposal Due Date. After the Proposal Due Date, no modifications will be permitted. Contractors may withdraw a proposal after the Proposal Due Date only upon submittal of a formal written notice to MCEDD Energy & Project Manager Lindsay McClure at the submission e-mail address provided. Withdrawal of any proposal is immediately final, and Contractor will be disqualified from the performance of any work related to the Project.

The proposal, to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such a signature constitutes the Proposer's representation that it has read, understood and fully accepted every provision of this RFP unless an exception is described above.

4. Protests

Potential Proposers who believe that the RFP is unnecessarily restrictive or limits competition may submit a protest in writing to Lindsay McClure, MCEDD Energy & Project Manager. A protest shall include the reasons for the protest, the basis under the appropriate referenced sections of the OAR/ORS and suggested modifications that are believed to be necessary to remove the unnecessary restrictions to allow open competition. To be considered, a protest must be submitted within ten (10) calendar days of issuance of the RFP. MCEDD's Energy & Project Manager shall respond to any protest and, if necessary, shall issue any appropriate revisions to the RFP and will post these revisions as an Addendum to the RFP.

All protests are required to be directed to Lindsay McClure, MCEDD Energy & Project Manager, by email to lindsay@mcedd.org.

If a protest is received in accordance with the section above, the proposal opening date may be extended if necessary, to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

5. Proposal Submission and Signing

All requested forms and attachments (Business Statement, Acknowledgment Addenda) must be submitted with the proposal and in the required format.

6. Cost of Preparing a Proposal

The RFP does not commit the County to pay any costs incurred by the Proposer in the submission or presentation of a proposal or in making the necessary proposal for the preparation thereof.

7. Interpretations and Clarifications

All questions regarding this RFP shall be directed to Lindsay McClure at lindsay@mcedd.org. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposed closing. If an addendum is necessary after that time, the County, at its discretion, can extend the closing date.

Potential Proposers should register with Hood River County to receive any issued addenda. Proposers can register by sending an e-mail indicating their interest in the solicitation to lindsay@mcedd.org.

Proposers should provide an e-mail address where addenda may be sent.

Addenda issued must be acknowledged by the recipient by submitting the filled out "Acknowledgment of Addenda" as a part of the proposal. Only information provided in Addenda will be binding upon the County.

8. County's Project Manager

The County's Project Manager for this work will be Lindsay McClure, MCEDD Energy & Project Manager.

9. Proposal Validity Period

Submitted proposals shall be valid and cannot be voluntarily withdrawn for a period of thirty (30) calendar days from the Proposal Opening Date.

10. Public Record

All bid material submitted by the Proposer shall become the property of the County and is public record unless otherwise specified. A bid that contains any information that is considered a trade

secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. Confidential information or trade secrets cannot include any price information which has been submitted as a part of the proposal and open to public disclosure.

Section 5 Proposal Content and Format

A. Format

To provide consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below. All proposals should be single-spaced in no less than 11-point font with no less than 1" margins in an electronic format that permits faithful reproduction and printing, such as in PDF format, and submitted to the following address: lindsay@mcedd.org. Proposals sent by mail or facsimile will not be accepted.

B. Title Page

The Proposer should identify the RFP title, name, and title of the Proposer's contact person, address, telephone number, e-mail address, and submission date.

C. Transmittal Letter

The transmittal letter should be no more than two (2) pages long and should include as a minimum the following:

1. A brief statement of the Proposer's understanding of the services to be performed;
2. Names of persons authorized to represent the Proposer, their title, email address, and telephone number (if different from the individual who signs the transmittal letter).

D. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

E. Firm and Project Team Qualifications

1. Identification of the individuals comprising the team assigned to this contract and what specific role each will take in completing the work, including a description of their qualifications and proof of licensing. Hood River County reserves the right to approve final project team members.
2. Names and qualifications of any outside consultants and associates that will be employed to assist on this project.
3. Your current and past experience as it relates to the Scope of Work, as defined under Section 2. Where applicable, include a list of similar engagements completed on behalf of other local government agencies. Sample work products, including reports, are encouraged.
4. Preference will be given to Proposers whose Project Team includes members with commercial microgrid installation experience.

F. Technical Details

1. Proposed Solar Installation Information

- Solar Modules
- Solar Inverters
- Structure and Racking System
- Other Hardware
- Web Based Monitoring System
- If available, please include cut sheets for all the above as exhibits

2. Proposed Battery Installation Information

- Battery Modules
- Other Hardware

3. Proposed System Design

- Recommended system size
- Recommended system locations for both modules and inverters
- Dimensions of the system and estimated required area
- Route to interconnect with existing system
- Please include electrical and site-plan drawings showing system design and layout and interconnection route
- Example renderings of the structure being proposed

4. Proposed System Performance

- System output (kWh)
- Annual output de-rate factor
- Performance guarantee
- Please include copies of PVWatts, Helioscope, or other modeling software generation report

5. Proposed Project Construction Budget

- Attach an excel file with a detailed breakdown of costs
- Pricing for a turnkey, installed system in both \$/W and dollars

6. Proposed Construction Schedule

- Provide a proposed project schedule that includes the major project milestones listed below. For each milestone, show the projected milestone completion date (expressed as number of weeks following contract execution). The Proposed Project Schedule is to include the following milestones:
 - Contract execution
 - Final project design / Applications for interconnection and permits filed
 - Equipment ordered
 - Notice to Proceed with Construction
 - Mechanical completion
 - System commissioning

- Permission to operate/ Place in service

7. Proposed Workmanship Guarantee

- Proposed Workmanship Guarantee

G. Prevailing Wage

This project meets the definition of a public works project as defined by ORS 279C.800(6)(a) and OAR 839-025-0004(25)(a) and is therefore subject to Oregon's Prevailing Wage Law. No proposal will be received unless the proposal contains a statement that the proposer will comply with the requirements of ORS 279C. 800 to 279C.870. Contractors must pay the applicable prevailing wage rate and comply with all Oregon Bureau of Labor and Industries "BOLI" requirements pursuant to Prevailing Wage Law, including all contracts and subcontracts and in filing separate work bonds with the Construction Contractor's Board, unless exempt under ORS 279C.836 and OAR 839-025-0015. This project will be subject to the October 5, 2025 BOLI Prevailing Wage Rates Amendments, available here: <https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>

H. Professional Qualifications

No proposal will be considered unless the proposer is registered with the Construction Contractors Board, as specified in OAR 137-049-0230, and is an Oregon licensed design professional or discloses that it is not an Oregon licensed design professional and identifies an Oregon licensed design professional(s) who will provide design services, as specified in OAR 137-049-0670(5).

I. Public Works Bond

No proposal will be received unless the proposal contains a statement that the proposer, in accordance with ORS 279C.830(3) and before starting work on the Project, shall file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board. Contract will include a requirement in every subcontract which requires the subcontractor to file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board in accordance with ORS 279C(3)(b) and before starting work on the project.

J. Drug Testing Certification

According to ORS 279C.505(2), the Proposer must demonstrate that it has established a drug-testing program for its employees.

K. Resident Bidder

Bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120

L. First-Tier Subcontractor Disclosure

According to ORS 279C.370, the Proposer must disclose the following information about any subcontract either in its Proposal submission or within four hours after RFP closing:

- (1) The subcontractor's name,
- (2) The category of work that the subcontractor would be performing, and

(3) The dollar value of the subcontract.

If the Proposer will not be using any subcontractors that are subject to the above disclosure requirements, the Proposer is required to indicate that in the Proposal.

M. Disputes

Should any doubt or difference of opinion arise between the County and a Proposer as to the items to be furnished hereunder or the interpretation of this RFP's provisions, the decision of the County shall be final and binding upon all parties.

N. County Personnel

No Officer, agent, consultant, or employee of the County shall be permitted any interest in the contract.

O. Completion of Attached Forms

Please complete the following:

Appendix A: Business Statement

Appendix B: Acknowledgement of addenda (if any)

Frist Tier Subcontractor Disclosure Form

Public Works Bond Form

Employee Drug Testing Certification Form

P. Acceptance of Contract Terms

The Proposer is responsible for knowing and understanding the terms and conditions included in or applicable to this RFP. By signing and submitting a Proposal, Proposer acknowledges acceptance of and agrees to be bound by the terms and conditions of the contract, as shown in Appendix C, attached hereto and incorporated herein by reference.

Section 6 Proposal Evaluation and Contract Award Procedures

A. Scoring Process

A selection committee will review the written proposals. Proposals will be evaluated to determine which best meet the County's needs. Evaluations will be conducted in accordance with the following:

Evaluation Criteria	Weight
Proposal submitted on time and complete	Pass/Fail
Understanding of the Scope of Work, Technology and Equipment Standards, and general approach to the project	30 pts
Experience with projects of similar complexity and function	25 pts

Cost competitiveness	10 pts
Equipment proposed	20 pts
Qualifications of the Proposer's staff assigned to the project	15 pts
Total	100 pts

The County reserves the right to invite top Proposers to interview with the selection team. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule the time and location and notify the selected firms.

B. Inquiries of References

The County reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

C. Clarification of Proposals

The County reserves the right to obtain clarification of any point regarding a proposal to obtain additional information necessary for evaluation. Failure of a Proposer to respond to such a request for additional information or clarification could result in their disqualification for selection.

D. Negotiations with Top Ranked Firm

Upon reviewing the proposals submitted, the County will enter negotiations with the top-ranked firm. If the County and the top-ranked firm are unable after good faith negotiations to agree to a price and general design, the County will move to the second-ranked firm and enter negotiations. The process shall repeat until either the County and a firm come to an agreed-upon price and general design, or the County determines the project infeasible and elects to re-scope and re-solicit the work.

E. Proposals Rejection

The County reserves the right to take the following actions:

1. Reject any or all proposals not in compliance with public procedures and requirements;
2. Reject any proposal not meeting the requirements set forth herein;
3. Waive any irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of a proposal; and request references and other data to determine responsiveness.

F. Opening of Proposal

There will be no public opening of proposals. Proposals received will not be available for

inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

Appendix A: Business Statement

1. Name of Business: _____

2. Business Address: _____

3. Phone: _____ Email: _____

4. Business Classification (Check all that apply)

☐ Individual ☐ Partnership ☐ Corporation ☐ Women or Minority Owned

5. Name of Owner: _____

6. Can firm meet insurance requirements specified in example professional services agreement (Appendix C)

☐ Yes ☐ No

7. Are there claims that are pending against this insurance policy?

☐ Yes: ☐ No:
If yes, attached explanation

8. During the past five years, has the firm, business, or any officer in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any officer in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any officer in the firm or with any insurance carrier concerning the firm, business, or any officer in the firm or business?

☐ Yes ☐ No
If yes, attached explanation

9. Has company been in bankruptcy, reorganization or receivership in last five years?

☐ Yes ☐ No
If yes, attached explanation

10. Has company been disqualified or terminated by any public agency?

☐ Yes ☐ No
If yes, attached explanation

11. Proposal offers shall be good and valid for at least 60 days. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition?

☐ Yes ☐ No

Having carefully examined all the documents of the solicitation, including the instruction, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information accepts all the terms and conditions contained in the sample professional services agreement template (Attachment C)

Authorized Signature: _____ Print Name: _____

Appendix B: Acknowledgement of addenda (if any)

Project Title: Mt. Hood Town Hall Solar + Storage Energy System Construction

Close:

I/We have received the following addenda (If none received, write "None Received"):

1. _____

2. _____

3. _____

4. _____

Date

Signature of Respondent

DESIGN-BUILD CONTRACT (ORS 279C)
BY AND BETWEEN
HOOD RIVER COUNTY AND

This Agreement is made and entered into by and between HOOD RIVER COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and _____, hereinafter referred to as "Contractor," for the Mt. Hood Town Hall Solar Plus Storage Microgrid.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. **Effective Date/Completion Date.** This Agreement will be effective when it has been executed by both Owner and Contractor, however, Contractor shall not commence work on the Project until Contractor has received a notice to proceed from the County's Representative. The Project shall be completed according to the schedule for completion set forth in the Contract Documents. The deadline for substantial completion shall be December 6, 2027. The deadline for final completion shall be December 20, 2027. All time limits stated in the contract documents are of the essence of this Agreement. Notwithstanding the provisions for contract time extensions in the General Conditions, the Contractor and County agree that timely completion of the work is essential to the success of the Project and approval for time extensions shall be only a last resort. Both parties agree to make every effort to recover "lost time". The completion dates may be amended only by written agreement of the parties.
2. **Exhibits.** The following exhibits are attached hereto and are incorporated herein by this reference:

Exhibit A-	Request for Proposals
Exhibit B-	Contractor's Proposal
Exhibit C-	General Conditions
Exhibit D-	Bond Forms

Together with this construction contract, the foregoing documents constitute the Contract Documents.

3. **Contractor's Services.**

- 3.1. Contractor agrees to provide the services described in the Request for Proposals which is attached hereto as Exhibit A and is incorporated herein by this reference.

- 3.2. Contractor agrees to provide the services listed in Contractor's Proposal which is attached hereto as Exhibit B and is incorporated herein by this reference.
- 3.3. Contractor shall provide the services in the manner provided for in the General Conditions which are attached hereto as Exhibit C and are incorporated herein by this reference.
- 3.4. Contractor shall comply with the October 5, 2025, Prevailing Wage Rates for Public Works Contracts in Oregon, which may be accessed at:
<http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>.
4. **Contract Documents.** The Contract Documents listed at Section 4.1 below are intended to reflect the Parties' understanding of their respective rights and responsibilities concerning completion of the Work under the Agreement.
- 4.1. Interpretation. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
- 4.1.1. All written modifications, amendments and change orders to this Agreement that have been executed by Owner following any required Owner approvals;
 - 4.1.2. This Agreement, and all Exhibits, Schedules and Attachments to this Contract, including Exhibit D, Special Conditions;
 - 4.1.3. The General Conditions (Exhibit C hereto);
 - 4.1.4. All design and construction drawings, Plans, Specifications and documents prepared and approved for the Project;
 - 4.1.5. The RFP (Exhibit A hereto);
 - 4.1.6. Contractors Proposal submitted in response to the RFP (Exhibit B hereto).
- 4.2. Ownership of Work Product. All drawings, Plans, Specifications, audits, reports, and other work product required to be delivered by Contractor under this Contract ("Work Product") shall be the exclusive property of Owner. Owner and Contractor intend that such Work Product be deemed "work made for hire." If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Owner all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, or any state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. Contractor forever waives

any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.3. Contractor, notwithstanding other conditions in this Section 4, shall have, with Owner's written permission, the right to utilize such Work Product on its brochures or other literature that it may utilize for marketing and sales, and in addition, Contractor may use standard line drawings, specifications and calculations on other unrelated projects.

4.4. If Owner reuses or modifies the Work Product without Contractor's involvement or prior written consent, Owner shall to the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, indemnify Contractor against liability for damage to person or property arising from Owner's reuse or modification of the Work Product, provided Owner shall not be required to indemnify Contractor for any such liability arising out of or related to the wrongful or negligent acts of Contractor or Contractor's employees or agents.

5. **Consideration.** Owner shall pay Contractor a fee for service in the amount of _____, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise state herein or agreed to in writing by the parties, payment shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 26 of this Agreement.

6. **Contract Representatives.** Contract representatives for this Agreement shall be:

FOR COUNTY

Bronte Dod, Grants Manager
601 State Street
Hood River, OR 97031
541-386-1301
bronte.dod@hoodrivercounty.gov

FOR CONTRACTOR

[Name, Title]
[Business Address]
[Phone Number]
[Email Address]

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without

prior written authorization by the Owner's Contract Representative, the Owner will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

7. **Permits; Licenses; Bonds; Qualifications.** Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.
8. **Compliance with Codes and Standards.** Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244.
9. **Reports.**
 - 9.1. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
 - 9.2. Within 90 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format.
10. **Guarantee.** Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excepted from the above requirements.

11. **Qualified Work.** By signing this Agreement, Contractor represents that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed or bonded.
12. **Independent Contractor.** Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - 12.1. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - 12.2. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - 12.3. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.
13. **Statutory Provisions.** Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

13.1. Contractor shall:

- 13.1.1. Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
 - 13.1.2. Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
 - 13.1.3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
 - 13.1.4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
 - 13.1.5. Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]
- 13.2. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names, addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]
- 13.3. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]
- 13.4. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, 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.
[ORS 279C.515 (3)]

- 13.5. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- 13.6. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - 13.6.1. All overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or [ORS 279C.520 (1)(a)(A)(i)]
 - 13.6.2. All overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and [ORS 279C.520 (1)(a)(A)(ii)]
 - 13.6.3. All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

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.
[ORS 279C.520 (1)(b)]

Contractor may not prohibit any of 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 or another person. [ORS 279C.520 (1)(c)]

Contractor and any employer under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before work begins 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 Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended

to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. [ORS 279C.520 (2)]

- 13.7. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- 13.8. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]
- 13.9. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]
- 13.10. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - 13.10.1. Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
 - 13.10.2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]
- 13.11. Contractor must include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
 - 13.11.1. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract

within 10 days out of amounts Owner pays to the Contractor under this Agreement; and [ORS 279C.580 (3)(a)]

- 13.11.2. A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]
- 13.11.3. A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]
- 13.11.4. An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]
 - 13.11.4.1. Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]
 - 13.11.4.2. Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]
- 13.12. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontracts to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]

- 13.13. The provisions of this Section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10). [ORS 279C.580 (5)]
- 13.14. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:
- 13.14.1. The person or the assignee of the person has not been paid in full; and
- 13.14.2. The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]
- 13.15. Contractor shall comply with the April 5, 2025, Prevailing Wage Rates for Public Works Contracts in Oregon, which may be accessed at: <http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>. The prevailing rate of wage must be paid to workers in each trade or occupation required for the Project employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. [ORS 279C.830 (1)] Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project. [ORS 279C.840 (4)]
- 13.16. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall require in every subcontract that the

subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]

13.17. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

13.18. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]

14. **Construction Contractor's Board/Public Works Bond.** Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.

15. **Performance and Payment Bonds.** Contractor shall furnish and maintain in effect at all times during the term of this Contract, a performance bond equal to 100% of the value of this Contract and a separate payment bond, equal to 100% of the value of this Contract, in the form provided in Exhibit D.

16. **Subcontracts and other Agreements.**

16.1. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.

16.2. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.

16.3. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.

16.4. Contractor's Obligations under Subcontracts.

16.4.1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.

16.4.2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

17. Accounting/Records/Audit.

17.1. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's Representatives shall be afforded reasonable and regular access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Agreement, and the Contractor shall preserve these for a period of six years after final payment, or for such longer period as may be required by law.

17.2. The Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. The Owner intends to conduct a final audit of reimbursable costs prior to the

Agreement closeout. The Contractor shall cooperate fully with the Owner in the performance of such audits.

18. **Laws, Regulations, and Orders.** Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.
19. **Non-Discrimination.** Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
20. **Tax Compliance.** As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
21. **Assignment; Subcontracts.** Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval

by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.

22. **Nonwaiver.** The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
23. **Indemnity.** See Section G.1 of the General Conditions.
24. **Insurance.** Prior to performing under the Contract, the Contractor shall obtain at Contractor's expense the insurance specified in this Section and shall maintain this insurance in full force throughout the duration of the Contract, as required by any extended reporting period or tail coverage requirements and through all warranty periods that apply. The Contractor shall obtain this insurance from insurance companies or other entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are otherwise acceptable to the Owner. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation coverage. The Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.
- 24.1. Workers' Compensation and Employers' Liability. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall provide workers' compensation insurance coverage for those workers in the amount required under state and federal law. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$1,000,000 each accident.
- 24.2. Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage written on an ISO CG 00 01 10 01 (or equivalent). This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract and shall have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence.
- 24.3. Automobile Liability. Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability)

- 24.4. Contractor's Professional Liability. Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the work, including design services, to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made basis, the retroactive date of the policy must be prior to the inception of the work and an extended reporting period equal to the statute of ultimate repose shall be included in the Professional Liability insurance coverage.
- 24.5. Contractor Equipment Coverage. Contractor and Subcontractors are responsible for their tools and equipment including, but not limited to, tools, construction trailers and their contents, temporary fencing, temporary structures, scaffolding, staging forms, and other personal property and/or equipment that is used in performance of the Work but are not actually incorporated into the Work, whether owned, leased, rented or borrowed or in the care, custody or control of Contractor or any Subcontractor. Contractor acknowledges and agrees that Owner will not be responsible for any loss or damage to their tools and equipment. If insured, the Contractor's insurance policies covering tools and equipment will include a waiver of subrogation and any other rights of recovery in favor of Owner, their designated indemnitees, and all Subcontractors by endorsement. If uninsured, the Contractor will hold harmless Owner, their designated indemnitees and all Subcontractors for loss or damage to their tools, materials, and equipment.
- 24.6. Waiver of Subrogation. Contractor grants to Owner a waiver of any right to subrogation that the Contractor or its insurers may acquire against the Owner by virtue of the payment of any loss under any property insurance policy required under this Contract, including Builder's Risk Insurance and Builder's Risk Installation Floater Insurance. Contractor agrees to obtain from their insurer(s) any endorsements necessary to affect this waiver of subrogation.
- 24.7. Additional Insureds. All liability insurance, except for Workers' Compensation and Professional Liability (if applicable), required under this Contract must include the Hood River County, its officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. For Commercial General Liability, the Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

- 24.8. Certificate(s) and Proof of Insurance. Contractor shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the Hood River County, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured and include copies of all required additional insured endorsements (or equivalent).
- 24.9. Notice of Change or Cancellation. The Contractor or its insurer must provide at least 30 days' written notice to the Owner before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- 24.10. Insurance Requirement Review. Contractor agrees to periodic review of insurance requirements by Owner under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Owner.
- 24.11. County Acceptance. All insurance providers are subject to Owner acceptance. If requested by Owner, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Owner's representatives responsible for verification of the insurance coverages required under this agreement.
25. **Termination.** This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement upon (30) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:
- 25.1. A breach of this Agreement or if Contractor fails to perform the work in a manner satisfactory to Owner.
- 25.2. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 25.3. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to Owner the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by Owner not to exceed the maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner related to any breach of this Agreement by Contractor

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

26. **Mediation.** In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
27. **Time of the Essence.** The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of Contractor to perform work on time is a material breach of this Agreement.
28. **Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
29. **Venue.** Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Hood River County, located in Hood River, Oregon.
30. **Attorneys Fees.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
31. **Severability.** Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
32. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

33. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed, by their duly authorized officials, this Agreement between Owner and Contractor in duplicate on the respective dates indicated below.

HOOD RIVER COUNTY

CONTRACTOR NAME

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Hood River County Counsel

Exhibit A
Design-Build Contract
Request for Proposals
(to be added)

Exhibit B
Design-Build Contract
Contractors Proposal
(to be added)

Exhibit C
Design-Build Contract
General Conditions

GENERAL CONDITIONS Design-Build Contract

TABLE OF SECTIONS

SECTION A **GENERAL PROVISIONS**

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

SECTION B **ADMINISTRATION OF THE CONTRACT**

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- B.15 GOVERNING LAW
- B.16 LITIGATION
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- B.21 FUNDS AVAILABLE AND AUTHORIZED
- B.22 NO THIRD PARTY BENEFICIARIES

SECTION C **WAGES AND LABOR**

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

SECTION D **CHANGES IN THE WORK**

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

SECTION E **PAYMENTS**

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT
- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

SECTION F **JOB SITE CONDITIONS**

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP
- F.7 FORCE MAJEURE

SECTION G **INDEMNITY, BONDING AND INSURANCE**

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND
- G.3 INSURANCE

SECTION H **SCHEDULE OF WORK**

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

SECTION I **CORRECTION OF WORK**

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

SECTION J **SUSPENSION AND/OR TERMINATION OF THE WORK**

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE
- J.6 ACTION UPON TERMINATION

SECTION K
CONTRACT CLOSE-OUT

- K.1 RECORD DRAWINGS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS
- K.4 COMPLETION NOTICES
- K.5 TRAINING
- K.6 EXTRA MATERIALS
- K.7 ENVIRONMENTAL CLEAN-UP
- K.8 CERTIFICATE OF OCCUPANCY
- K.9 OTHER CONTRACTOR RESPONSIBILITIES
- K.10 SURVIVAL

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC

- L.1 LAWS TO BE OBSERVED
- L.2 FEDERAL AGENCIES
- L.3 STATE AGENCIES
- L.4 LOCAL AGENCIES

General Conditions Design-Build Contract

SECTION A GENERAL PROVISIONS

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the person whom Owner may appoint to undertake certain duties under the Contract. Since Design/Builder is providing design services under the Contract, Owner has not employed an Architect/Engineer to perform those design services. However, Owner may employ an Architect/Engineer to perform other duties described in the General Conditions, including contract administration and project management, or Owner may employ the Owner's Authorized Representative to perform those duties in lieu of an Architect/Engineer, in accordance with Subsection B.18.7 of the General Conditions.

CHANGE ORDER, means a written order issued by the Owner's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents, issued under the changes provisions of Section D.1 including Owner's written change directives as well as changes reflected in a writing executed by the parties to this Contract and, if applicable, establishing a Contract Price or Contract Time adjustment for the changed Work.

CLAIM, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these General Conditions.

CONTRACT, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

CONTRACT PERIOD, as set forth in the Contract Documents, means the total period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT TIME, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the project schedule.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated. "Contractor", "Design-Build Contractor", "Design-Builder", and "DBC" are used interchangeably in the Contract Documents.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater); bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event or occurrence caused by strikes, freight embargoes, riot, fire, flood, acts of war, insurrection, accident, order of any court or governmental authority, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

NOTICE TO PROCEED, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted to Owner in a suitable form.

OFFER, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

OFFEROR, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), expenses of Contractor's offices at the job site (e.g. job trailer) including expenses of personnel staffing the job site office, and Commercial General Liability Insurance and Automobile Liability Insurance.

ON-SITE WORK, means any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00225 of the Oregon Standard Specifications for Construction.

OWNER, means Hood River County, Oregon.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this project. Owner may elect, by written notice to Contractor, to delegate certain duties of the Owner's Authorized Representative to more than one party, including without limitation, to an Architect/Engineer. However, nothing in these General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

PERSON, means an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT SITE, means the geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

PROPOSAL REQUEST ("PR"), as initiated by Owner, means a written request by Owner to Contractor to quote a change to the Contract Price or Contract Period, or both, caused by a proposed change to the Contract Documents. As initiated by Contractor, PR means a written request by Contractor to the Owner's Authorized Representative proposing a change to Contract Documents accompanied by a quotation for change to the Contract Price or Contract Period, or both.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

RECORD DOCUMENT means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these General Conditions, recording all Services performed.

REQUEST FOR INFORMATION ("RFI"), means a written request submitted by Contractor to the Owner's Authorized Representative on a standard form requesting interpretation of Contract Documents. An RFI may only be used as a vehicle for confirming or verifying an issue through an interpretation of the Contract Documents when the Contractor is unable to determine from the Contract Documents the material, process, system, or Work to be installed; responses that result in change to Contract Documents and adjustment to the Contract Price or Contract Period must be documented in a written Amendment.

SOLICITATION DOCUMENT means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct

contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.4.2.

SUBSTITUTIONS, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

WORK, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 INTERPRETATION OF CONTRACT DOCUMENTS

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner's Authorized Representative (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Owner's Authorized Representative (or Architect/Engineer) will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative (or Architect/Engineer).

- A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated. Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the "Enumeration of Contract Documents and Order of Precedence" provisions of Article 12 of the Design-Build Agreement.
- A.3.5 The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.
- A.3.6 Should any Plans or Specifications provided by the Owner, that Contractor is required to utilize for any aspect of the Work, fail to particularly describe the materials, kind of goods, or details of construction, Contractor shall inquire of the Owner as to what is required, prior to utilization of the Plans and Specifications in performing the affected Work. Absent Owner-supplied Specifications to the contrary, the materials, construction methods, and processes that would normally be used by the Contractor to produce first-quality finished Work are considered a part of the Contract requirements.

A.3.7 **Electronic Signatures.** Contractor and Owner agree that signatures showing on PDF documents, including but not limited to PDF copies of the Contract, bonds, Change Orders and amendments, submitted or received via email, when submittal or receipt in that manner is required or allowed by Owner are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. Owner reserves the right at any time to require Contractor to deliver the hard copy originals of any documents.

A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work

and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- A.4.4 If the Contractor believes that additional cost or Contract Time is involved because of clarifications or instructions issued by the Owner's Authorized Representative (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner's Authorized Representative denies Contractor's request for additional compensation, additional Contract Time, or other relief that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.5 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner.

A.6 RETIREMENT SYSTEM STATUS AND TAXES

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

A.7 GOVERNMENT EMPLOYMENT STATUS

- A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.7.2 Contractor represents and warrants that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

SECTION B **ADMINISTRATION OF THE CONTRACT**

B.1 OWNER'S ADMINISTRATION OF THE CONTRACT

- B.1.1 The Owner's Authorized Representative will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) during the one-year period for correction of Work. The Owner's Authorized Representative will act on behalf of the Owner to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner's Authorized Representative may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.
- B.1.2 The Owner's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner's Authorized Representative will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Authorized Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
- B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner's Authorized Representative or designee about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner's Authorized Representative.
- B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

B.2 CONTRACTOR'S MEANS AND METHODS: **MITIGATION OF IMPACTS**

- B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.
- B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.
- B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

B.3 MATERIALS AND WORKMANSHIP

- B.3.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.3.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner's Authorized Representative and include the cost of the Samples in the Contract Price.

- B.3.6 Material requiring weighing to be weighed by scale. Allowable scales with Engineer's approval are commercial vehicle weigh scales, plant automatic weight batching and mixing control printer system, or plant weight hopper printer system.

Pay Items to be measured by weight shall include all Contractor costs for furnishing appropriate weight tickets and transporting Materials to the scales or to check weighing.

The scales shall conform to ORS 618, and NIST Handbook 44, and shall be:

- Licensed by the Oregon Department of Agriculture;
- Technically suitable for weighing the Materials;
- Properly installed and maintained; and
- Accurate to the required tolerances.

The Owner may periodically have a representative at the scales to observe the weighing procedures

B.4 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental Work, etc., as required for the project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Hood River County, and its departments, divisions, members and employees. "Permits and licenses" include all submittals and fees required by any jurisdiction as a condition of their approval to construct the project for its intended purpose as described in the solicitation document and Contract.

B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS

- B.5.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein. All rights and remedies available to Owner under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the

Contract

- B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- (a) Pursuant to ORS 279A.110, Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts.

- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

- (c) Compliance with ORS 279C.520 also includes:

- i. As required by ORS 279C.520, the Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. The Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Owner to terminate this Contract for cause.

- ii. The Contractor shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits and other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person

- (d) Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by ORS 279A.107.

- (e) It is a material term of the Contract that the Contractor certifies by entering into the Contract that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (HB 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class, and that the Contractor shall maintain the policy and practice in force during the entire term of the Contract.

- B.5.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.

- B.5.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.5.6 Contractor shall comply with all Oregon Tax Laws, consistent with the Contractor's Certificate of Compliance with Tax Laws and the Contractor's warranty that the Contractor has complied with the Oregon Tax Laws. Any violation of the Contractor's Certificate of Compliance or warranty will constitute a material breach of the Contract.
- B.5.7 Failure to comply with any or all of the requirements of B.5.1 through B.5.6 shall be a material breach of Contract entitling the Owner to pursue and recover any and all of its available remedies at law or in equity that arise from the breach, including, but not limited to, recovery of damages, the termination of the Contract, and the exercise of the right of setoff, garnishment if applicable and the withholding of amounts otherwise due and owing to the Contractor without penalty. Damages or costs resulting from such non-compliance shall be the responsibility of the Contractor.

B.6 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.7 INSPECTION

- B.7.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. The Owner's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. The Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity retained by the Owner, or with the appropriate public authority. The Owner shall furnish and pay for special testing and inspection required by the governing jurisdictions and not resulting from the Contractor's deficiencies, shop fabrication or

means and methods. The Contractor shall be responsible for any and all inspection costs resulting from the Contractor's acceleration of the construction schedule. The Contractor shall give the Owner's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Owner's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner's Authorized Representative.

- B.7.4 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.7.7 When the United States government participates in the cost of the Work, or the Owner has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.8 SEVERABILITY

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

B.9 ACCESS TO RECORDS

- B.9.1 Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner's Authorized Representative access

thereto.

- B.9.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access to, for a period not less than ten (10) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts.
- B.9.3 If any part of the Contract is involved in any dispute under any theory, Contractor shall retain all such records until all disputes are resolved, regardless of the 10-year period stated in B.9.2. The Owner or its agents shall continue to be provided full access to the records during all disputes.

B.10 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.11 SUBCONTRACTS AND ASSIGNMENT

- B.11.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.11.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.11.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.12 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B.13 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.14 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.15 GOVERNING LAW

This RFP and resulting Contract shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws.

B.16 LITIGATION

Any Claim or dispute between Owner and Contractor that arises from or relates to this Contract regardless of legal theory, and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim or dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Hood River County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.16.

B.17 ALLOWANCES

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- B.17.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (2) changes in Contractor's costs under Section B.17.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.18.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.18.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's

review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.18.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.18.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.18.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.18.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.18.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.19 SUBSTITUTIONS

B.19.1 The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents

that the Contractor has personally investigated the proposed substitute product; certifies that the proposed product will meet the requirements of the specified product for quality, utility, durability, function, appearance, and purpose unless approved otherwise; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the specified product unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

- B.19.2 The consent of the Owner to a Substitution shall not absolve the Contractor of sole liability related to the proposed product's failure to meet the minimum requirements of the Specifications or the standard set by the specified product, for but not limited to, quality, utility, durability, function, appearance, and purpose.

B.20 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.21 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of **Phase I** of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current ~~biennium~~ **fiscal year** is contingent on Owner receiving from the ~~Oregon Legislative Assembly~~ appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.22 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C WAGES AND LABOR

C.1 MINIMUM WAGE RATES ON PUBLIC WORKS

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage and shall include that requirement in all subcontracts.

C.2 PAYROLL CERTIFICATION: ADDITIONAL RETAINAGE; FEE REQUIREMENTS

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement and that to the Contractor's or Subcontractor's best knowledge and belief the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

- C.2.4 In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279C.505 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

- (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

- (b) Contractor shall require each Subcontractor providing labor for the project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees,

and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or

- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

C.3.2 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder, Contractor agrees:

C.3.2.1 If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the project as such claim becomes due, the proper officer that represents the Owner may pay the amount of the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Paying a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public contract for a public improvement within thirty (30) Days after receiving payment from Owner or a contractor, the contractor or first-tier Subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-Day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the 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. Every contract related to this Contract must contain a similar clause.

C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services the Contractor enters into with a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within ten (10) Days out of amounts the Owner pays to the Contractor under the Contract;
- (b) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor;

- (c) A clause that requires the Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:

- (1) Notifies the Subcontractor in writing at least 45 days before the date on which the Contractor makes the change; and
- (2) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

- (d) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within thirty (30) Days after receiving payment from Owner, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and is computed at the rate specified in ORS 279C.515(2).

- (e) A clause which requires each of Contractor's Subcontractors to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of paragraphs (a) through (d) above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D **CHANGES IN THE WORK**

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Owner's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this Section D.1 and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Owner's Authorized Representative may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section D.1. All Change Order Work shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.

- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible, as determined by Owner. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of B.13 (Owner's Right to Do Work) shall then apply.

Adjustments in compensation shall be made under the provisions of D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) *Unit pricing* may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional Work.
- (b) If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, *fixed pricing* may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth in D.1.3(c) shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Owner without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then Change Order Work shall be performed on a *cost reimbursement* basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

On Labor.....	15%
On Equipment.....	10%
On Materials	10%

When Change Order Work under D.1.3(c) is invoiced by an authorized Subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a 5% supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Owner may establish a maximum cost for Change Order Work under this Section D.1.3(c), which shall not be exceeded for reimbursement without additional written authorization from Owner. Contractor shall not be required to complete such Change Order Work without additional authorization.

D.1.4 Any necessary adjustment of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Owner's Authorized Representative authorizes Contractor to start the Work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) day time limit, Contractor's requests pertaining to that Change Order are barred. The thirty (30) day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

D.1.5 If any Change Order Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of, any other part of the Work under this Contract, the Contractor must submit a written request to the Owner's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of the Change Order by Contractor.

The thirty (30) day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order and that request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the compensation and additional Contract Time requested. The Contractor will analyze and evaluate the merits of the requests submitted by Subcontractors,

suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for additional compensation or Contract Time that Contractor submits to the Owner's Authorized Representative. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner's Authorized Representative within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner's Authorized Representative and the Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to this Contract. The consideration of such requests and claims under this section does not give any person, not a party to the Contract the right to bring a claim against Hood River County, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner's Authorized Representative denies the Contractor's request for additional compensation or an extension of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

D.1.6 No request or Claim by the Contractor for additional costs or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to this Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be waived.

D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes may be required and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 Delays in construction include "Avoidable Delays", which are defined in Section D.2.1.1, and "Unavoidable Delays", which are defined in Section

D.2.1.2. The effect of Avoidable Delays is described in Section D.2.2 and the effect of Unavoidable Delays is described in Section D.2.3.

D.2.1.1 Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

D.2.1.2 Unavoidable Delays include delays other than Avoidable Delays that are:

- (a) Caused by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Owner's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in Section D.1.5 for Change Order Work. If the Owner's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be

construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:

(i) Daily rainfall equal to, or greater than,
0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.

(ii) daily rainfall equal to, or greater than,
0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

D.2.2 Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

D.2.3 In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

(a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).

(b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.3 for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under Section D.2.1.2 (b), Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2., then unless otherwise prohibited by law, Contractor's Claim shall be barred.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor Claims shall be referred to the Owner's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Owner's Authorized Representative within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) Days after the initial Claim, Contractor shall submit to the Owner's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be waived.

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner's Authorized Representative will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor delivers to the Owner its requests for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the Owner's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

- D.3.6 The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Owner and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Owner's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- D.3.7 Owner may at any time and at its discretion issue a construction change directive adding to, modifying or reducing the scope of Work. Contractor and Owner shall negotiate the need for any additional compensation or additional Contract Time related to the change, subject to the procedures for submitting requests or Claims for additional compensation or additional Contract Time established in this Section D. Unless otherwise directed by Owner's Authorized Representative, Contractor shall proceed with the Work while any request or Claim is pending, including but not limited to, a request or Claim for additional compensation or additional Contract Time resulting from Work under a Change Order or construction change directive. Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

D.4 FALSE CLAIMS (OREGON FALSE CLAIMS ACT)

- D.4.1 Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS

180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the services are being performed, including but not limited to Contractor's statement of proposal and any invoices, reports, or other deliverables.

- D.4.2 Contractor shall immediately disclose (in writing) to Owner whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed—
- (a) A violation of the Oregon False Claims Act; or
 - (b) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- D.4.3 Contractor must include subsections D.4.1 and D.4.2 of this section in each subcontract Contractor may award in connection with the performance of the Contract. In doing so, Contractor may not modify the terms of those subsections, except to identify the subcontractors or subgrantee that will be subject to those provisions.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

(Reserved for future use)

E.2 APPLICATIONS FOR PAYMENT

(Reserved for future use)

E.3 PAYROLL CERTIFICATION REQUIREMENT

Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 DUAL PAYMENT SOURCES

(Reserved for future use)

E.5 RETAINAGE

- E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner reserves the right in its sole discretion to withhold or to not withhold retainage from progress payments or to begin withholding retainage at any time. If Owner withholds retainage from progress payments the amount to be retained will not exceed five percent of the payment. Upon written application by the Contractor, including written approval of Contractor's surety, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining progress payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time. When the Work is 97-1/2 percent completed, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done.

E.5.1.2 Notwithstanding E.5.1.4, for a contract of \$500,000 or

less, if retainage is withheld and the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.560(5). The Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment.

E.5.1.3 Notwithstanding E.5.1.4, for a contract over \$500,000, if retainage is withheld, the Owner will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2).

The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

E.5.1.4 In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, the Contractor may request alternative forms of retainage. Unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. To be permissible the bonds, securities and other instruments must be of a character approved by the Hood River County Director of Finance, including but not limited to:
 - (i) Bills, certificates, notes or bonds of the United States.
 - (ii) Other obligations of the United States or agencies of the United States.
 - (iii) Obligations of a corporation wholly owned by the federal government.
 - (iv) Indebtedness of the Federal National Mortgage Association.
 - (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
 - (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008; or

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests.

- (b) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of option (a) or (b) above, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

E.5.1.5 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraph (a) of subsection E.5.1.4, the Owner shall reduce the moneys held as retainage in an amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.6 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not, within the time allowed, notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.7 Contractor agrees that if Contractor elects to reserve retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to, and the Contractor shall comply, with all applicable legal requirements, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.5.2 As provided in Sections C.2.2 and C.2.3, additional withholding in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by Section C.2.1.

E.6 FINAL PAYMENT

E.6.1 Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the Work, and if acceptable, submit to the Owner a recommendation as to

acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Owner that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

SECTION F JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

Under Oregon's Indoor Clean Air Act all Hood River County properties are smoke, aerosol and vapor free (ORS 433.835-870, effective January 1, 2016.) A person may not smoke, aerosolize or vaporize an inhalant or carry a lighted smoking instrument within 10 feet of the following parts of public places or places of employment: Entrances; Exits; windows that open; and Ventilation intakes that serve an enclosed area.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall immediately and in writing, report to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with Section D.

F.2.7 **UTILITY FACILITIES:** This Project is located within the Oregon Utility Notification Center area which is a notification system for notifying owners of utility facilities about Work being performed in the vicinity of their facilities. The utilities notification system telephone number is 811 (or 1-800-332-2344). Contractor shall request a locate from the center prior to any excavation.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for and shall indemnify, defend (with counsel of Owner's choice) and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of these General Conditions, and Contractor shall take no action that would void or impair such coverages

Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

Contractor shall obtain the Owner's written

consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR 340-142-0050 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and

defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Owner may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

F.8 MATERIAL SALVAGE FOR DEMOLITION CONTRACTS

Pursuant to ORS 279C.510 the Contractor and all subcontractors involved in demolition work are required to salvage or recycle construction and demolition debris, if feasible and cost-effective.

SECTION G INDEMNITY, BONDING, AND INSURANCE

G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY

- G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

- G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner, Owner's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to, (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1.2, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of

any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract, (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140), and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

Included among the entities and persons covered by the indemnification provision in Section G.1.2 of the General Conditions is the "Architect/Engineer". Given that this Contract is a Design-Build Contract, Owner agrees that the Section G.1.2 indemnification would not include the "Architect/Engineer", as that term is defined in Section A.1 of the General Conditions, to the extent Design-Builder or its Consultants are performing the design services; provided, however, the indemnification provision does apply to the "Architect/Engineer" to the extent an employee or agent of Owner, including the "Owner's Authorized Representative", is performing other functions or duties of the "Architect/Engineer", including contract administration and Project management.

- G.1.3 In claims against any person or entity indemnified under this Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

G.2 PERFORMANCE AND PAYMENT SECURITY: PUBLIC WORKS BOND

- G.2.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.
- G.2.2 Bond forms furnished by the Owner and notarized by awarded Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.
- G.2.3 Before execution of the Contract Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2005, Chapter 360, and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.
- G.3 **INSURANCE** The Contractor shall comply with the Insurance Requirements included in Article 24 of the Design-Build Contract for the Project.

**SECTION H
SCHEDULE OF
WORK**

H.1 CONTRACT PERIOD

- H.1.1 **Time is of the essence on this Contract.** The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within fifteen (15) Days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2 (f) and shall be subject to the Change Order process of Section D.1.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the project or 5 % of the available Contract Time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or allocated Contract Time. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.
- H.2.2 The Project Work schedule is essential to the Owner. The Contractor's failure to provide the schedule, schedule information, progress reports, or schedule updates when required will because to suspend the Work, or to withhold Contract payments as necessary to protect the Owner, until the Contractor provides the required information to the Owner's Authorized Representative.

H.3 PARTIAL OCCUPANCY OR USE

- H.3.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work.
- Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat, utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**SECTION I
CORRECTION OF WORK**

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the Work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) days after demand without affecting Contractor's obligations.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and

Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

- J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:
- (a) Failure of the Contractor to correct unsafe conditions;
 - (b) Failure of the Contractor to carry out any provision of the Contract;

- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

- J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in- possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
 - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
 - (c) If a receiver should be appointed on account of Contractor's insolvency;
 - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.
- J.5.2 The Owner will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6 ACTION UPON TERMINATION

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall upon termination transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DOCUMENTS

As a condition of final payment, Contractor shall complete and sign the Contract Closeout Checklist form provided by Owner. If accepted by Owner, Contractor's General Conditions – Design Build Contract

delivery of the certification as required in K.3 of the Checklist will be deemed to be compliance with the requirements of Section K.3 below and Contractor's delivery of the information required in K.7 of the Checklist will be deemed to be compliance with the requirements of Section K.7 below.

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, Record Documents of the entire project. Record Documents shall depict the project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Owner's Authorized Representative.

K.3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to Owner, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

K.4.1 Contractor shall provide Owner notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the

Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice.

The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under

this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract

SECTION L

LEGAL RELATIONS & RESPONSIBILITIES

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525, Sections L.2 through L.4 contain lists of federal, state and local agencies of which the Owner has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Department of Agriculture
Forest Service
Soil Conservation Service
Coast Guard
Department of Defense
Army Corps of Engineers
Department of Energy
Federal Energy Regulatory
Commission
Environmental Protection
Agency
Department of Health and Human Services
Department of Housing and Urban Development
Department of Energy
Energy Conservation Bank
Department of Interior
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey Minerals
Management Service
U.S. Fish and Wildlife Service
Department of Labor
Mine Safety and Health Administration
Occupation Safety and Health Administration
Department of Transportation
Federal Highway Administration

L.3 STATE AGENCIES

Department of Administrative Services

Department of Agriculture

Soil and Water Conservation Commission

Columbia River Gorge Commission Energy

Department of Environmental Quality

Department of Fish and Wildlife

Department of Forestry

Department of Geology and Mineral Industries

Department of Human Resources

Department of Consumer and Business
Services

Department of Land Conservation and
Development

Department of State Lands,
Division of Water Resources

L.5 LOCAL AGENCIES

City Councils

County

Courts

County Commissioner,

Board of Design Commissions

Historical Preservation Commission

Planning Commissions

Exhibit D
Design-Build Contract
Bond Forms

HOOD RIVER COUNTY, OREGON

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No. _____

Solicitation _____

Project Name Fairgrounds Improvement Project

_____(Surety #1)

Bond Amount No. 1: \$ _____

_____(Surety #2)*

Bond Amount No. 2:* \$ _____

* *If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Hood River County, Oregon the sum of (Total Penal Sum of Bond) _____

(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Hood River County, Oregon, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that 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 said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Hood River County, Oregon and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the

Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Hood River County, Oregon be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

HOOD RIVER COUNTY, OREGON
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name Fairgrounds Improvement Project

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
	Total Penal Sum of Bond:	\$ _____

** If using multiple sureties*

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Hood River County, Oregon the sum of (Total Penal Sum of Bond)

(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with Hood River County, Oregon, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein 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 undertaken by Contractor to be performed under the Contract, upon the terms set forth therein,

and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless Hood River County , Oregon, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Hood River County, Oregon, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

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:

- (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.
 - (b) 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, 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.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY ORS 279C.505(2)

BIDDER'S NAME:

PROJECT NAME:

ORS 279C.505(2) provides that every public improvement contract contains a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505.

If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract. To induce Hood River County to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above-named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing policy;

2. A copy of the Bidder's current written employee policy will be available for inspection by Hood River County at any time upon the County's request; and

3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).

4. The Contractor has provided each employee with a copy of the drug testing policy.

Hood River County shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. Hood River County shall not be liable for Bidder/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 the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

(Company Name) (Date)

(Authorized Signature) (Title)



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 97305-5052
 Telephone: (503) 378-4621

PRIME CONTRACTOR ☐SUBCONTRACTOR ☐

PAYROLL NO. _____

FINAL PAYROLL ☐

Business Name (DBA): _____				Phone: () _____				CCB Registration Number: _____									
Project Name: _____				Project Number: _____				Type of Work: _____									
Street Address: _____				Project Location: _____													
Mailing Address: _____				Project County: _____													
Date Pay Period Began: _____				Date Pay Period Ended: _____													
THIS SECTION FOR PRIME CONTRACTORS ONLY						THIS SECTION FOR SUBCONTRACTORS ONLY											
Public Contracting Agency Name: _____ Phone: () _____ Date Contract Specifications First Advertised for Bid: _____ Contract Amount: _____						Subcontract Amount: _____ Prime Contractor Business Name (DBA): _____ Prime Contractor Phone: () _____ Prime Contractor's CCB Registration Number: _____ Date You Began Work on the Project: _____											
(1)	(2)		(3) DAY AND DATE						(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME, ADDRESS AND EMPLOYEE'S IDENTIFICATION NUMBER	CLASSIFICATION (INCLUDE GROUP # AND APPRENTICESHIP STEP IF APPLICABLE)								TOTAL HOURS	HOURLY BASE RATE	HOURLY FRINGE BENEFIT AMOUNTS PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED (see directions)	ITEMIZED DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND, OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM	
		HOURS WORKED EACH DAY															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐ ; Reg. Hrly. Schd: ____ to ____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐ ; Reg. Hrly. Schd: ____ to ____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐ ; Reg. Hrly. Schd: ____ to ____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐ ; Reg. Hrly. Schd: ____ to ____.															
		OT															
		ST															
		Schedule: 5/8 ☐ 4/10 ☐ ; Reg. Hrly. Schd: ____ to ____.															

*Although this form has not been officially approved by the U.S. Department of Labor, it is designed to meet the requirements of both the state PWR law and the federal Davis-Bacon Act.

CERTIFIED STATEMENT

Date: _____

I, _____,
(NAME OF SIGNATORY PARTY) (TITLE)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by:

_____ (CONTRACTOR, SUBCONTRACTOR OR SURETY)
on the _____; that during the payroll period
(BUILDING OR WORK)
commencing on the _____ day of _____, _____, and ending the _____ day
(MONTH) (YEAR)
of _____, _____, all persons employed on said project have been paid the
(MONTH) (YEAR)
full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of said _____
(CONTRACTOR, SUBCONTRACTOR OR SURETY)
from the full weekly wages earned by any person, and that no deductions have been
made either directly or indirectly from the full wages earned by any person, other than
permissible deductions as specified in ORS 652.610, and as defined in Regulations, Part
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as
amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and
described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above
period are correct and complete; that the wage rates for workers contained therein are
not less than the applicable wage rates contained in any wage determination
incorporated into the contract; that the classifications set forth therein for each worker
conform with work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a state apprenticeship agency recognized by the
Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a state, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF
AND IT IS TRUE TO MY KNOWLEDGE:

(NAME AND TITLE)

(SIGNATURE AND DATE)

**In addition to completing sections (1) - (3), if your project is subject to the federal
Davis-Bacon Act requirements, complete the following section as well:**

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR
PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic
listed in the above referenced payroll, payments of fringe benefits as listed in
the contract have been or will be made to appropriate programs for the benefit
of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31
OF THE UNITED STATES CODE.

FILE THIS FORM WITH THE PUBLIC AGENCY ASSOCIATED WITH THE PROJECT
NOTE TO CONTRACTORS: YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT.
INSTRUCTIONS AND ADDITIONAL FORMS ARE AVAILABLE ON OUR WEBSITE: WWW.OREGON.GOV/BOLI.



BUREAU OF LABOR AND INDUSTRIES

Instructions for Public Works Project Linked Forms:

WH-81 = Notice of Public Works

WH-39 = Public Works Fee Information

WH-40 = Public Works Fee Adjustment

-  Go to tab **WH-81 (Pg 1)** and fill in the applicable spaces in the **Public Agency Information** section on page 1 of the WH-81 form. Use the "TAB" key to advance to the next space. The other spaces are locked and cannot be altered.
-  For public works projects in which a public agency awards a contract, fill in the applicable spaces in **Section A, Prime Contractor Information**, and the **bottom of page 1** of the **WH-81 form**.
-  For public works projects in which no public agency awards a contract to a contractor, go to tab **WH-81 (Pg 2)** and complete page 2 of the WH-81 form. Fill out **Section B, C, D or E** on **WH-81 (Pg 2)** depending on the type of project. The corresponding WH-39A, WH-39B,C,D,E and WH-40 worksheets are linked and will be automatically updated with the information entered:
 - **WH-81 Pg 1**, Section A is linked to form **WH-39A**
 - **WH-81 Pg 2**, Sections B,C,D & E are linked to **WH-39 B,C,D,E**
 - **WH-81 Pg 1**, various fields are linked to **WH-40**
-  Print out the WH-81 and appropriate WH-39. Sign the WH-81, then mail the **WH-81, WH-39, and the PWR fee payment** to BOLI. These should be submitted within 30 days after awarding a contract subject to the prevailing wage rate laws.
-  If upon completion of the public works project the final contract/project amount is revised, complete the **WH-40 Fee Adjustment Form** to calculate the Public Works Fee balance/refund.
-  Save a copy of the completed forms for your records.



**BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS**
(For use by public agencies in complying with ORS 279C.835)

For Office Use Only:

Project DB#: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION:

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Agency Mailing Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See pg 2 for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised, date of RFP or first contact with contractor): _____
OR If CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? (Yes/No) ☐ If Yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? (Yes/No) ☐
Date contract awarded: _____ Date work expected to begin: _____ Date work expected to be complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____ Construction Contractors Board Registration #: _____
City, State Zip: _____ Phone: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond #: _____
☐ Copy of first-tier subcontractors attached (**see NOTE above**).

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE .



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 NE OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 353-6762
FAX: (971) 673-0769**

For Office Use Only:

Project DB#: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. (See form "WH-39 B, C, D, E" for public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C), (D) or (E).)

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. The minimum fee is \$250.00; the maximum fee is \$7,500.00. Without the following completed information, the bureau may be unable to properly credit you for payment received.

PUBLIC AGENCY: 0 **AGENCY #:** 0

AGENCY MAILING ADDRESS: _____ 0

CITY, STATE, ZIP: 0

AGENCY CONTACT PERSON: 0 **PHONE:** -

PROJECT MANAGER NAME: 0 **PHONE:** -

PROJECT NAME: 0

CONTRACT NAME (if part of larger project): _____ 0

PROJECT LOCATION: _____ 0

PROJECT NO: 0 **DATE CONTRACT FIRST ADVERTISED:** 1/0/1900

DATE CONTRACT AWARDED: 1/0/1900 **CONTRACTOR CCB#:** 0

CONTRACTOR BUSINESS NAME (DBA): _____ 0

CONTRACTOR ADDRESS: _____ 0

CITY, STATE, ZIP: 0

CONTRACT AMOUNT: \$0.00 **FEE AMOUNT DUE/PAID:** \$250.00

If less than \$50K, is it part of a larger project? (yes/no) 0

Contract amount x .001 = fee due

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: _____ Amount of public funds provided for the project: _____
Name(s) of public agency(ies) providing public funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? Yes/No ☐
Date work expected to begin: _____ Date work expected to be complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting on a road, highway, building, structure or improvement of any type that uses \$750,000 or more of funds of a public agency).

Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency).

Total square footage of privately owned road, highway, building, structure or improvement: _____ sq ft
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____ %
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a device, structure or mechanism that uses solar radiation on public property, regardless of project cost or whether the project uses funds of a public agency).

Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, on real property that a public university listed in ORS 352.002 owns).

Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit · Bureau of Labor and Industries · 800 NE Oregon Street, #1045 · Portland, OR 97232-3601
Telephone (971) 353-6762 · FAX (971) 673-0769 · pwr.email@boli.oregon.gov



**CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 NE OREGON ST., #1045
PORTLAND, OR 97232-3601
PHONE: (971) 353-6762
FAX: (971) 673-0769**

For Office Use Only:

Project DB#: _____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have NOT AWARDED A CONTRACT TO A CONTRACTOR and that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B), (C), (D) or (E).

PUBLIC AGENCIES: Please complete the **CONTRACT INFORMATION** AND **SECTION B, C, D or E** (whichever applies to the project) and mail this form to BOLI at the above address, along with the public works fee on one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is \$250.00; the maximum fee is \$7,500.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

CONTRACT INFORMATION

PROJECT OWNER: 0 _____ **PHONE:** - _____

PROJECT NAME: 0 _____

PROJECT NUMBER: 0 _____

PROJECT LOCATION: 0 _____

NAME OF PUBLIC AGENCY(IES) PROVIDING PUBLIC FUNDS: 0 _____

TOTAL PROJECT COST: \$0.00 _____ **FEE AMOUNT DUE/PAID:** \$250.00 _____

***SECTION B:** Date the public agency(ies) committed to the provision of funds for the project: _____ 1/0/00

***SECTION C:** Date the public agency(ies) entered into an agreement to occupy or use the completed project: _____ 1/0/00

***SECTION D:** Date the public agency entered into an agreement for the project: _____ 1/0/00

***SECTION E:** Date the public agency entered into an agreement for the project: _____ 1/0/00

***See form WH-81 Pg. 2**

Microgrid Feasibility Report

Mt Hood Town Hall

Location 6575 OR-35, Mt Hood,
OR 97041

Client Mt Hood Town Hall
Association, Hood River County

Date 04/23/2024

Mayfield Renewables Engineers

Zach Snyder,
Senior Engineering Consultant,
(719) 244-0450, zach@mayfield.energy

Greg Kamps,
Senior Design Engineer,
(503) 459-7205, greg@mayfield.energy

Executive Summary

INTRODUCTION

Mt Hood Town Hall is a community gathering place in the Upper Hood River Valley that acts as a preschool for low-income families, recycling center, community meals distribution hub, and venue for special events and public classes. Originally built in 1914 and owned by the Mt Hood Town Hall Association (MHTHA), the facility is a registered Historic Building. In the past it has acted as a relief center during emergencies, and has supported public health activities.

Due to its geography, Hood River County (HRC) faces unique challenges to the resilience of its energy resources and infrastructure. Factors including wildfires, ice storms, earthquakes, high temperatures, and high winds are all potential causes of power outages for local residents and businesses. Much attention has been drawn to this by the 2018 Hood River County Energy Plan, developed by the Hood River County Energy Council (HREC) and HRC. HREC and the Hood River County Office of Emergency Management have identified Mt Hood Town Hall as a critical facility that is ideally configured and located to serve as a resilience hub for the Upper Hood River Valley.

This report presents the results of a microgrid feasibility study conducted by Mayfield Renewables for Hood River County to determine an optimal solar PV plus battery storage microgrid architecture to address stated resilience goals. As part of this process, Mayfield Renewables conducted the following activities:

- Site visits
- Month-long load study of key loads
- Preliminary equipment specification and layout
- Synthetic load profile construction from prioritized load table
- Iterative energy and financial modeling
- Development of preliminary system drawings



Proposed canopy solar arrays in the paved play area and near the fire hall.

SITE DESCRIPTION

- **6575 OR-35, Mt Hood, OR 97041**
- Beloved center of **cultural, educational, community, and civic activities** in the Upper Hood River Valley
- Identified by HREC and Hood River County Office of Emergency Management as a **critical facility**
- Registered historic building, **originally constructed in 1914**
- **Resilience services** planned in basement, including commercial kitchen and dining hall

PROJECT GOALS

- **Maximize resilience performance** to align with critical facility needs
- **Maximize inclusion of loads** to be backed up with consideration of electrical constraints
- Achieve **high performance and safety** with minimal budget
- **Avoid aesthetic impacts** to historic structure and surroundings
- **Consider auxiliary functional benefits**, such as rain shelter beneath solar canopies

SYSTEM ARCHITECTURE OVERVIEW



PHOTOVOLTAICS
55 KW



BATTERY SYSTEM
60 KW / 307.2 KWH

Methodology

Mayfield Renewables brings an extensive arsenal of tools and engineering experience to bear on the determination of an optimal microgrid architecture for our clients. Each feasibility project is different, though all follow the four major project stages listed below.

DISCOVERY

Mayfield analysts first gathered site information from MHTHA. During this stage, we conducted an interview with key representatives and stakeholders to define project goals and facility operational constraints. We collected key datasets, including utility consumption data and facility drawings. Mayfield analysts additionally performed multiple in-person site visits to assess the facility's existing electrical system, and identify potential locations for new microgrid equipment. Mayfield Renewables conducted a one-month load study, to gather load interval data. This analysis involved placing a specialized metering device at subpanel D, a key point in the electrical distribution system relevant to project goals.

DATA PREPARATION

Once discovery concluded, Mayfield analysts examined the collected information to identify initial constraints and select a strategy for full technical analysis. Due to the impracticality of a full backup of all facility loads, our analysis required the identification and prioritization of potential backup loads on an individual basis. Mayfield analysts generated a synthetic load profile, as described in the following section.

PRELIMINARY TECHNICAL ANALYSIS

Mayfield's modeling analyst and design engineer then conducted an iterative modeling and design process to specify a microgrid architecture. Modeling activities utilized the industry leading energy and financial modeling software tools Xendee and Helioscope, as well as proprietary Mayfield Renewables software. This preliminary analysis considered available equipment space, load profile, electrical interconnection constraints, client preferences, and stated project goals. Mayfield delivered a preliminary report to the project team for review.

FINAL TECHNICAL ANALYSIS

Based on the feedback provided by project stakeholders, Mayfield Renewables finalized the system architecture and updated our modeling analysis and preliminary design. This information is captured in the present, final report.



Mt Hood Town Hall Aerial View

"Mayfield Renewables conducted a one-month load study, to gather load interval data."

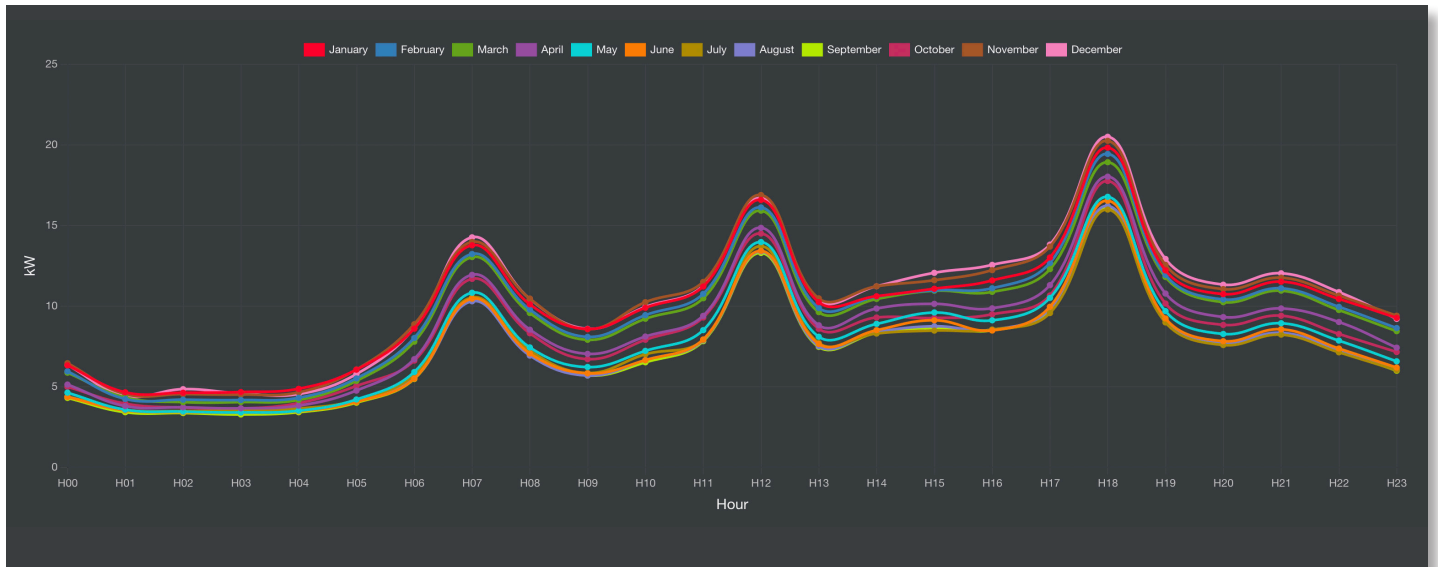
System Electrical Loads

MT HOOD TOWN HALL LOAD PROFILE

- Mt Hood Town Hall's electrical distribution is single phase (120/240V, 3W), with service provided by the Hood River Electric Cooperative. The Town Hall's main electric switchboard feeds five subpanels, named A through E. Subpanels A, B, and C are located in the same room as the main switchboard, and subpanels D and E are located in the lower level furnace room on the north side of the dining hall.
- Much of the Town Hall electrical system is not related to planned resilience hub functions, and many loads will be excluded from backup in the microgrid. MHTHA provided Mayfield Renewables with a list of priority loads, which was further refined through discussion between MHTHA and Mayfield analysts. This list (see Appendix F) includes 33 loads, ordered in terms of priority for inclusion in the microgrid.
- Mayfield Renewables analysts organized loads into four "load scenarios" (see table in Appendix F). Scenario #1 is the most inclusive, and Scenario #4 is the least inclusive. These scenarios are the basis of four corresponding synthetic load profiles (see images, below), which represent assumed electrical consumption patterns during resilience hub conditions. Energy modeling to determine the resilience performance of the microgrid during power outages is based on these four synthetic profiles.
- Mayfield analysts conducted a one-month load study using a Fluke energy meter placed on subpanel D.
- To construct each synthetic load profile, Mayfield analysts estimated the maximum continuous power draw of each load from nameplates located on individual appliances. Where this information was not available, we derived the maximum continuous power from breaker nameplate ratings. Next, subprofiles were constructed based on load categorization using representative load profiles published by the National Renewable Energy Laboratory (NREL) for a full-service restaurant built prior to 1980 in climate zone 4C (mixed-marine). Subprofiles include "electric only," "refrigeration," and "water heating." Mayfield created a fourth, custom subprofile to characterize high-energy kitchen appliances assumed to be used for short periods during meal prep three times per day.
- Overall synthetic load profiles are the sum of the relevant subprofiles, in addition to the interval data conducted in the one-month load study.
- Receptacle usage is assumed to be at most 30% of maximum, and surge currents are assumed to be 4x maximum continuous power.
- Estimated maximum continuous power of each load, as well as estimated maximum continuous power, surge power, and annualized energy consumption of each synthetic load profile for each scenario can be found in the table in Appendix F.
- Financial modeling is based on estimated total facility consumption. Mayfield constructed a separate synthetic profile using an NREL representative profile for a primary school built before 1980 in climate zone 4C (mixed-marine). The synthetic profile is scaled based on energy consumption data provided by Hood River Electric Cooperative for the Town Hall in 2022 and 2023.

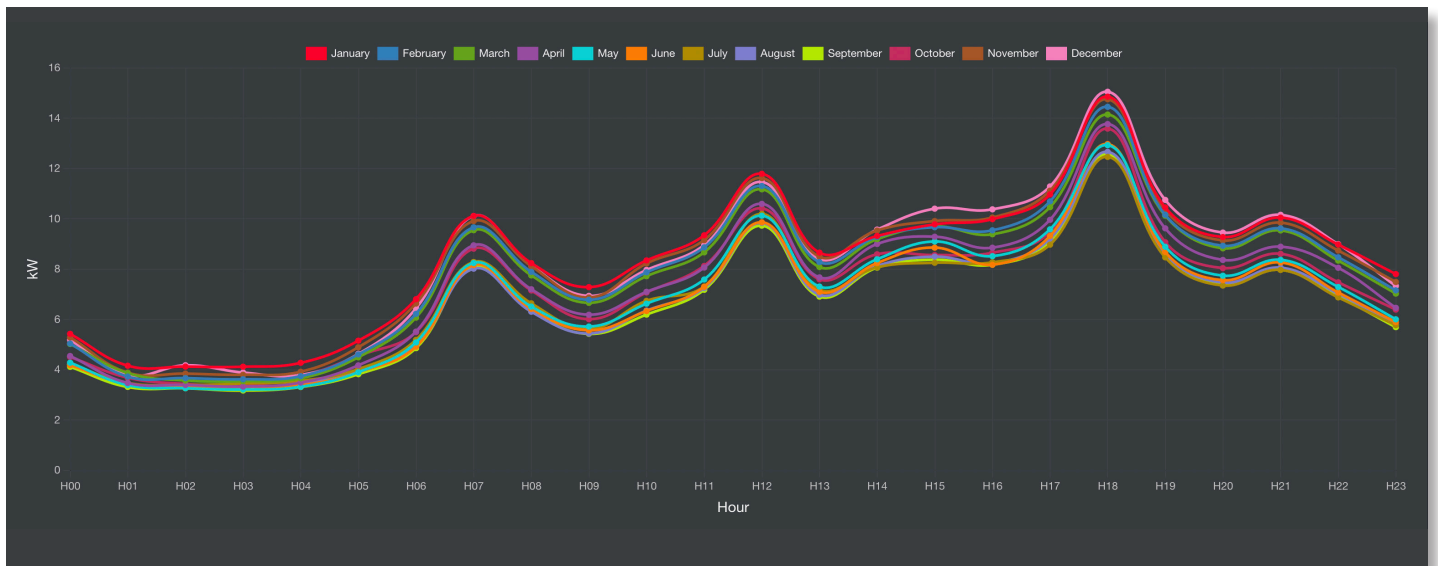
System Electrical Loads

SCENARIO #1



This scenario includes the largest number of loads, and therefore represents both the greatest functionality as well as the highest power draw on the microgrid. All loads involved in scenario #2 are included, as well as the Moffat Turbofan electric oven and lights and receptacles in the multipurpose room.

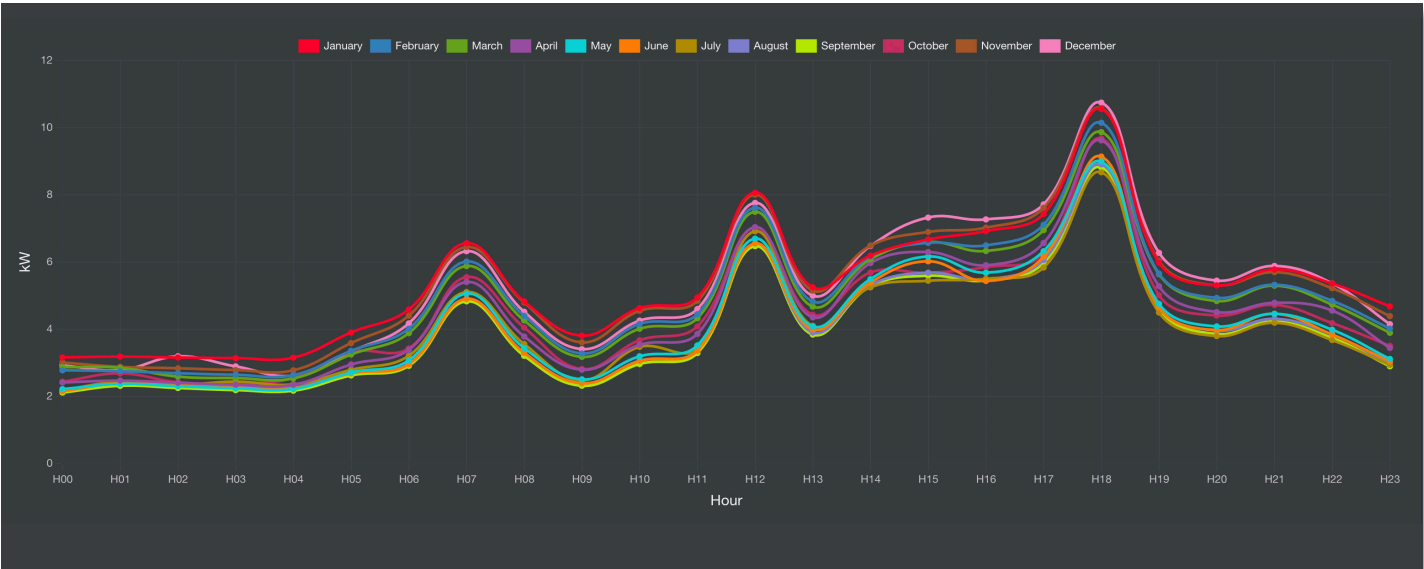
SCENARIO #2



This scenario is smaller than #1. It includes all loads in scenario #3, as well as water heaters for the kitchen and shower room, shower room lights, two extra refrigerators, and one extra freezer.

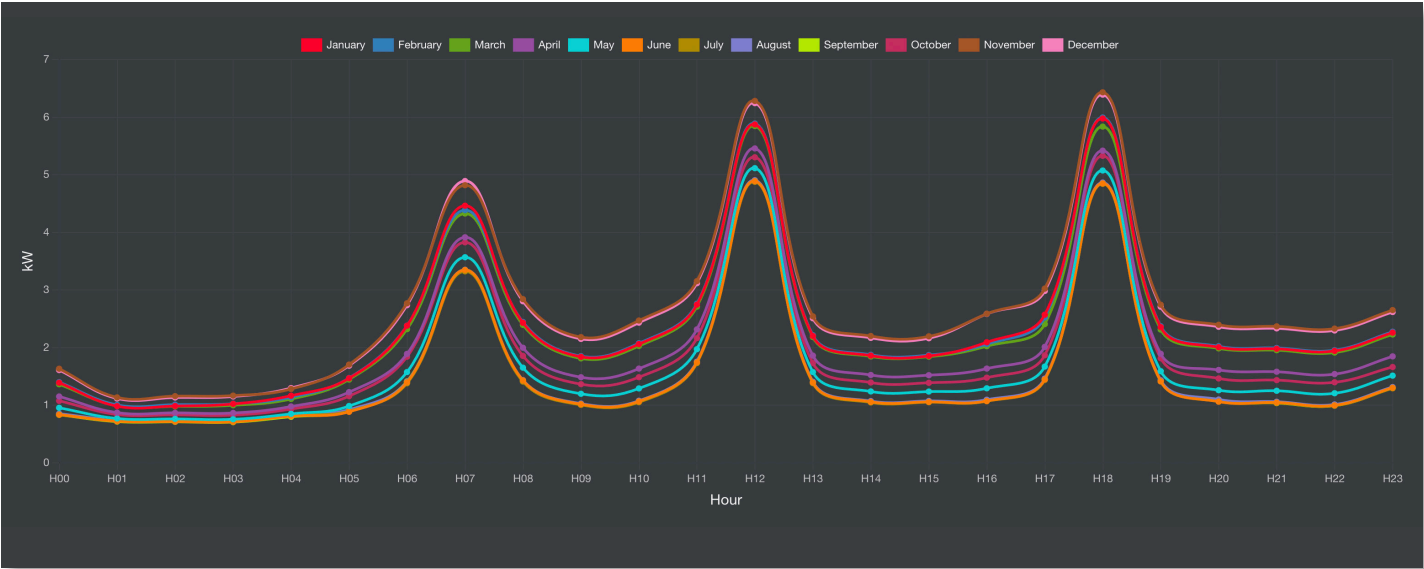
System Electrical Loads

SCENARIO #3



Load Scenario #3: This scenario is smaller than #2, and the smallest suggested load scenario. It includes space heating, lights, and receptacles in the kitchen and dining hall areas and bathrooms, as well as the wifi modem, commercial dishwasher, one refrigerator, and one freezer.

SCENARIO #4

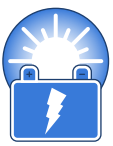


This scenario is identical to scenario #3, except that it excludes space heating. Since space heating is a critical function during a resilience event, this scenario is not recommended. However, it is included as a useful comparison to inform how alternate heating strategies may improve microgrid resilience performance.

System Architecture



PHOTOVOLTAICS 55 KW



BATTERY SYSTEM 60 KW / 307.2 KWH

The system architecture presented here represents optimal resource sizing, given identified constraints and stated project goals. Two PowerShingle solar canopies to the northwest and northeast of the Town Hall provide rain shelter and shade, enabling various uses by community members. These simple steel frame structures may be painted, and are expected to have minimal aesthetic impact at this historic site.

- **Battery Operation:** Battery dispatch strategy is limited to **backup power** and does not contribute to energy savings
- **Resilience:** Powering load scenario #3, this system is expected to be able to endure a **32 hour winter outage**, and can **operate continuously from April through August**. See Appendix D for a chart of the estimated monthly resilience periods for all four load scenarios.
- **Energy Savings:** This system has an estimated initial capital expense of **\$950k** and a **lifetime net present value**



HomeGrid Cube BESS

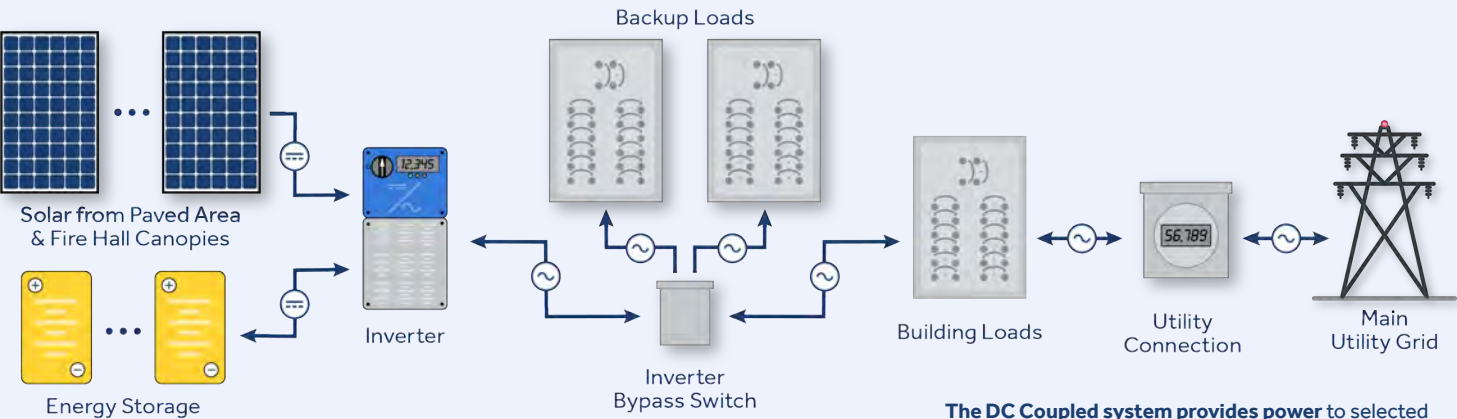


Sol-Ark 15k Inverter

KEY EQUIPMENT

COMPONENT	MANUFACTURER
Integrated PV & Racking	PowerShingle (Auxin Solar)
DC Coupled Inverter	Sol-Ark, 15K-2P
BESS	HomeGrid Cube

BLOCK DIAGRAM



The DC Coupled system provides power to selected backup loads placed in existing electrical subpanels.

Important Considerations

Important considerations are captured below, and should be addressed in subsequent engineering stages:

- Mayfield Renewables assessed additional PV locations beyond canopies shown, including on the roof of the Town Hall and the roof of the fire hall. However, these locations were rejected based on discussion with MHTHA, due to aesthetics, cost, and potential executive and administrative hurdles including expected preferences of the State Historic Preservation Office.
- Sol-Ark inverters utilized in the design presented in this report may allow for easy subsequent integration of a generator after construction of this PV plus battery storage microgrid. Energy modeling presented here does not reflect integration of any on-site fossil fuel generation assets.
- The design presented here assumes that loads intended for backup in the microgrid system will be collected in some configuration of existing subpanels, and that loads not intended for backup will be moved to other nearby subpanels. If necessary, existing subpanels may be replaced, but not relocated. This strategy is expected to significantly reduce installation costs, compared to relocating existing loads to a new load aggregation panel, since existing subpanels are spread across disparate locations within the facility.
- Based on the assumed load scenarios modeled in this study, the microgrid presented in this report is capable of blackstart.
- The results of this analysis assume that the batteries maintain full reserve charge during normal operation to maximize resilience benefits—excluding necessarily cycling to maintain battery health. As a result, the battery will not yield any financial benefit through mechanisms such as peak shaving or energy arbitrage.
- This analysis did not determine the structural feasibility of the proposed microgrid architecture. Structural engineering will be required during complete system engineering, and is typically performed by the racking manufacturer for ground-based canopy systems.
- Financial modeling performed in this study assumes that MHTHA will receive a 30% federal tax credit using the direct payment mechanism. Mayfield Renewables is not a tax expert and cannot advise on rules or procedures related to the ITC incentive. As a non-profit, MHTHA is not eligible for the MACRS tax incentive. Financial modeling assumes all construction costs up to the \$1M budget limit will be covered by an Oregon CREP construction grant.

Mt Hood Town Hall Street View



PowerShingle integrated solar and racking is specified for this system.

Appendix List

APPENDIX A	PRELIMINARY DESIGN
APPENDIX B	EQUIPMENT DATASHEETS
APPENDIX C	HELIOSCOPE REPORT
APPENDIX D	SYSTEM DISPATCH
APPENDIX E	FINANCIAL REPORT
APPENDIX F	LOAD TABLE
APPENDIX G	ROM BUDGET
APPENDIX H	TABLE OF ASSUMPTIONS
APPENDIX I	GRANT TECHNICAL LANGUAGE
APPENDIX J	PROJECT MANAGEMENT PLAN



Appendix A

PRELIMINARY DRAWINGS

The preliminary drawings provide an overview of the electrical equipment location and configuration. Major equipment sizing and selection are informed by the performance modeling outputs from Helioscope and Xendee. The electrical design is intended to integrate with the existing building design, as detailed in the drawings. These preliminary drawings are not for construction.



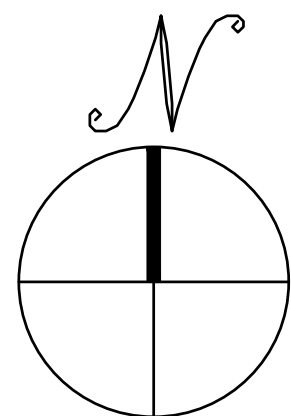


2210 NW Hayes Ave
Corvallis, OR 97330
541.754.2001

STAMP:

MT HOOD TOWN HALL GRID-TIE SOLAR + STORAGE SYSTEM 6575 OR-35 MT HOOD, OR, 97041

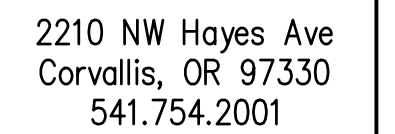
SCOPE OF WORK		VICINITY MAP		AERIAL IMAGE		SHEET INDEX	
THE PROJECT SCOPE INCLUDES THE INSTALLATION OF A GRID-TIED SOLAR PHOTOVOLTAIC SYSTEM WITH ENERGY STORAGE AT THE MT HOOD TOWN HALL COMMERCIAL PROPERTY IN MT HOOD, OR. THE INSTALLATION CONSISTS OF A SHADE STRUCTURE SOLAR ARRAY, 4 STRING-INVERTER(S), AND RELATED ELECTRICAL METERING AND SAFETY EQUIPMENT. ALL EQUIPMENT WILL BE INSTALLED AS REQUIRED BY APPLICABLE CODES AND THE LOCAL UTILITY COMPANY. DURING DAYLIGHT HOURS THIS PHOTOVOLTAIC SYSTEM (SOLAR ELECTRIC) WILL PROVIDE ELECTRICITY IN PARALLEL WITH THE LOCAL UTILITY SERVICE PROVIDER. DURING A GRID OUTAGE, THE ENERGY STORAGE SYSTEM WILL PROVIDE THE FACILITY ELECTRICAL SYSTEM WITH BACKUP POWER. <u>SYSTEM DESCRIPTION</u> FACILITY SERVICE VOLTAGE: 120/240V, 1 PHASE, 3 WIRE (175) AUXIN SOLAR, AXN6M610B 315, 315WDC, , CEC PTC RATING: WDC (4) SOL-ARK, LIMITLESS 15K-LV [240V], 15kVA, STRING-INVERTER(S), 240VAC, 1ø 55.125kW DC - SOLAR PV 60.000kW AC - SOLAR PV (2) HOMEGRID, POWER CUBE, 153.5kWh, EACH, 307kWh TOTAL STORAGE CAPACITY, 48.0VDC						SHEET NUMBER	
						SHEET TITLE	
						T-1	
						TITLE PAGE	
						ELECTRICAL	
						E-1.0	
						OVERALL SITE PLAN	
E-2.0							
SINGLE LINE DIAGRAM							
E-2.1							
AC SINGLE LINE DIAGRAM							
E-2.2							
WIRE SCHEDULE							
E-6.0							
DATA SHEETS							
E-6.1							
DATA SHEETS							



SCALE: $1/16" = 1'-0"$

A horizontal graphic scale bar with alternating black and white segments. It is marked with '0' at the left end, '16'' at the midpoint, and '32'' at the right end.

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UNDERGROUND UTILITIES MARKED PRIOR TO CONSTRUCTION.
2. CONNECTORS SHALL BE BY THE SAME MANUFACTURER AS THOSE ON THE MODULES.
3. CONDUIT RUNS SHOWN ARE INDICATIVE OF PATH AND CONVEY ORIGIN AND TERMINATION. CONTRACTOR TO DETERMINE BEST ROUTE PER FIELD CONDITIONS. FINAL CONDUIT PATH SHALL BE APPROVED WITH CONTRACTOR SITE SUPERVISOR PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL ENSURE THE EXACT OUTER DIAMETER OF THE PROVIDED HOME RUN WIRING MEETS CONNECTOR SPECIFICATIONS.
5. ALL DIMENSIONS ARE FOR REFERENCE ONLY. PLEASE REFER TO MANUFACTURERS DRAWINGS TO CONFIRM ALL DIMENSIONS. ALL DIMENSIONS DISPLAYED ON THIS SHEET ARE ROUNDED TO THE NEAREST 1" U.O.N.



MP:

NOT FOR
CONSTRUCTION

GRID-TIE SOLAR + STORAGE SYSTEM
MT HOOD TOWN HALL
6575 OR-35
MT HOOD, OR, 97041

PROJECT NUMBER:
24-3782T

SCALE
AS SHOWN
ORIGINAL SIZE 24"X36"
SHEET SIZE ARCH "D"



©Copyright 2024
Mayfield Renewables, LLC
The drawings, specifications and other documents related to this project are protected under law and contract.
Reproduction of these documents is authorized for the purpose of constructing, maintaining and using this project. Use of these documents for any other purpose is not permitted without written authorization.

REV	ISSUED	PM	ENG	CHK	REVISION	DESCRIPTION
3/25/24	ZS	GK	BB	30% FR	30% FR	- ISSUED FOR REVIEW
4/22/24	ZS	GK	BB	30% FR	30% FR	- ISSUED FOR REVIEW

SHEET NO. & NAME:

E-1.0

OVERALL SITE PLAN

PRINT DATE: 4/22/2024 9:01 AM DWG LOCATION: g:\shared drives\Design\03. clients\hood river county\04. projects\24-3782t - mt hood town hall\06. working planset (do not modify)\02 working set\E-2.0 DC SINGLE LINE DIAGRAM.dwg



2210 NW Hayes Ave
Corvallis, OR 97330
541.754.2001

STAMP:

NOT FOR
CONSTRUCTION

GRID-TIE SOLAR + STORAGE SYSTEM
MT HOOD TOWN HALL
6575 OR-35
MT HOOD, OR, 97041

PROJECT NUMBER:
24-3782T
SCALE
NTS
ORIGINAL SIZE 24"x36"
SHEET SIZE ARCH "D"
0 1/2" 1"

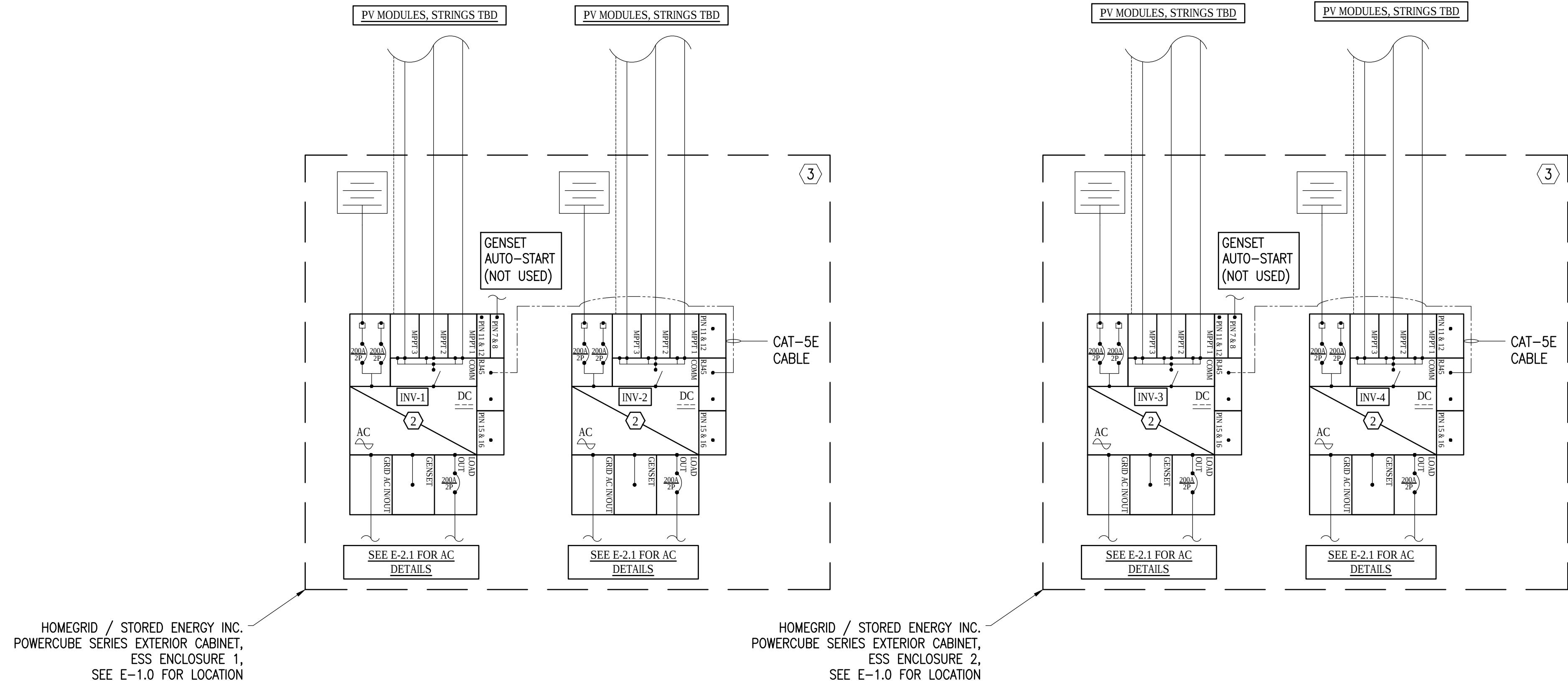
© Copyright 2024
Mayfield Renewables, LLC
The drawings, specifications and other documents related to this project are protected under law and contract. Reproduction of these documents is authorized for the purpose of constructing, maintaining and using this project. Use of these documents for any other purpose is not permitted without written authorization.

REV	ISSUED	PM	ENG	CHK	REVISION	DESCRIPTION
3/25/24	ZS	CK	BB	30%	IFR	- ISSUED FOR REVIEW
4/22/24	ZS	CK	BB	30%	IFR	- ISSUED FOR REVIEW

SHEET NO. & NAME:
E-2.0
SINGLE LINE
DIAGRAM

SHEET NOTES

1. ALL DC WIRING SHALL BE 2000V RATED. INSTALLATION SHALL COMPLY WITH ALL PERTINENT SECTIONS OF THE NEC REGARDING VOLTAGE CLASS.
2. ALL DC CONDUCTORS TO BE COPPER (CU), ALL AC CONDUCTORS TO BE ALUMINUM (AL) UNLESS OTHERWISE NOTED.
3. ALL CONDUIT TO BE EMT, SCHD 40/80 PVC OR RIGID METAL. MIN. 7/8" OFF OF ROOF SURFACE. EXTERIOR FITTINGS TO BE WATER TIGHT.
4. REFERENCE ELECTRICAL EQUIPMENT MANUALS FOR CONDUIT OPENINGS AS CONDUITS ARE SIZED TO NEC MINIMUMS.
5. SEE E-2.2 FOR WIRING SCHEDULES.



ELECTRICAL EQUIPMENT SCHEDULE

TAG	QTY.	DESCRIPTION
1	175	AUXIN SOLAR AXN6M610B 315 315WDC SOLAR MODULE
2	4	SOL-ARK LIMITLESS 15K-LV [240V] STRING-INVERTER, 120/240VAC, 62.50AAC, 1ϕ, 3W, NEMA 3R
3	2	HOMEGRID, POWERCUBE SERIES BATTERIES AND ENCLOSURE, 48VDC, 153.5kWH, NEMA 3R

ELECTRICAL EQUIPMENT SCHEDULE		
TAG	QTY.	DESCRIPTION
1	175	AUXIN SOLAR AXN6M610B 315 315WDC SOLAR MODULE
2	4	SOL-ARK LIMITLESS 15K-LV [240V] STRING-INVERTER, 120/240VAC, 62.50AAC, 1φ, 3W, NEMA 3R
3	2	HOMEGRID, POWERCUBE SERIES BATTERIES AND ENCLOSURE, 48VDC, 153.5KWH, NEMA 3R
4	1	AC COMBINER, PANEL #1, LOAD COMBINER, 120/240V, 400A, NEMA 3R, MLO, 1φ, 3 WIRE
5	1	AC COMBINER, PANEL #2, GRID COMBINER, 120/240V, 400A, NEMA 3R, MLO, 1φ, 3 WIRE
6	1	SERVICE DISCONNECT #1, UTILITY LOCKABLE OPEN & VISIBLE LOAD-BREAK DISCONNECT, 400A, NON-FUSED, 120/240V, 2 POLE, 1φ, 3 WIRE, NEMA 3R, READILY ACCESSIBLE TO UTILITY PERSONNEL
7	1	400A, 240V, NEMA 3R, 2 POLE, 2 THROW, INVERTER BYPASS SWITCH

PRINT DATE: 4/22/2024 9:02 AM DWG LOCATION: q:\shared drives\Design\03. clients\hood drives\04. projects\24-3782t - mt hood town hall\06. working planset (do not modify)\02. working set\6.1-DATA-SHEETS.dwg

PRT30N

RAB

Technical Specifications (continued)

Power Factor:
99.2% at 120V, 90.9% at 277V

Performance

Lifespan:
100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:
Equivalent to 100W Metal Halide

Other

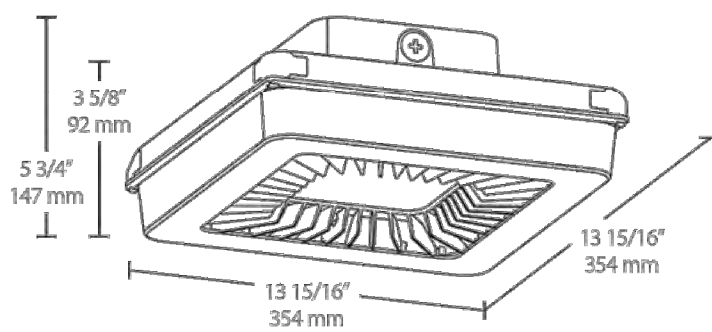
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Ultra-high efficiency
- Pendant or surface mount
- Low glare, vandal-resistant polycarbonate lens
- 20% uplight eliminates "cave effect"
- 100,000-Hour LED lifespan
- 5-Year, No-Compromise Warranty

Need help? Tech help line: (888) 722-1000 Email: sales@rablighting.com Website: www.rablighting.com
Copyright © 2024 RAB Lighting All Rights Reserved Note: Specifications are subject to change at any time without notice

Page 2 of 3

PRT30N

RAB

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver Options	Options	Other Options
PRT	30	N				
	30 = 30W (14" x 14") 42 = 42W (14" x 14") 55 = 55W (14" x 14") 70 = 70W (18" x 18") 80 = 80W (18" x 18") 105 = 105W (18" x 18")	Blank = 5000K Cool N = 4000K Neutral Y = 3000K Warm	Blank = Bronze W = White	Blank = 120-277V, 0-10V Dimming /A80 = 480V, 0-10V Dimming	Blank = No Option /E = Battery Backup /WS = Multi-Level Motion Sensor for 14" /WS2 = Multi-Level Motion Sensor for 18" /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell /PCSA = 480V Swivel Photocell /LCS = Lightcloud Controller /LCS2 = Lightcloud Sensor	USA = BAA Compliant Blank = Standard

¹ Only available for 120-277V.

Need help? Tech help line: (888) 722-1000 Email: sales@rablighting.com Website: www.rablighting.com
Copyright © 2024 RAB Lighting All Rights Reserved Note: Specifications are subject to change at any time without notice

Page 3 of 3



2210 NW Hayes Ave
Corvallis, OR 97330
541.754.2001

STAMP:

NOT FOR
CONSTRUCTION

GRID-TIE SOLAR + STORAGE SYSTEM
MT HOOD TOWN HALL
6575 OR-35
MT HOOD, OR, 97041

PROJECT NUMBER:
24-3782T

SCALE
NTS
ORIGINAL SIZE 24"x36"
SHEET SIZE ARCH "D"
0 1/2" 1"

© Copyright 2024
Mayfield Renewables, LLC
The drawings, specifications and other documents related to this project are protected under law and contract. Reproduction of these documents is authorized for the purpose of constructing, maintaining and using this project. Use of these documents for any other purpose is not permitted without written authorization.

REV ISSUED PM ENGCHK REVISION DESCRIPTION

3/25/24	ZS GK BB	30% IFR	- ISSUED FOR REVIEW
4/22/24	ZS GK BB	30% IFR	- ISSUED FOR REVIEW

SHEET NO. & NAME:

E-6.1

DATA SHEETS

Appendix B

EQUIPMENT DATASHEETS

The equipment datasheets are provided for equipment specified in the preliminary drawing. Where necessary, ensure consideration is provided for the specific equipment as identified in the preliminary drawings.



AXN6M BI-FACIAL SERIES

305 – 325 WATT

60 CELL BI-FACIAL MONO-CRYSTALLINE PV MODULES



Proudly Manufactured in the USA



Higher system performance with bi-facial technology



Industry Leading High Efficiency Modules up to 19.7%



**Industry Leading PTC Rating
UL 1703 Type Designation 3**



Modules Shipped with Positive Tolerance



Junction box optimized for bi-facial performance



**30 Year Linear Performance Warranty
10 Year Workmanship Warranty
3rd Party Reliability Testing**



**Frameless modules with
Anti-reflective coating on glass**

Front (Sunny)

Back (Ambient)



- ✓ Generate power on front and back
- ✓ Increase low-light performance
- ✓ Increase system performance



Specifications subject to change without notice.

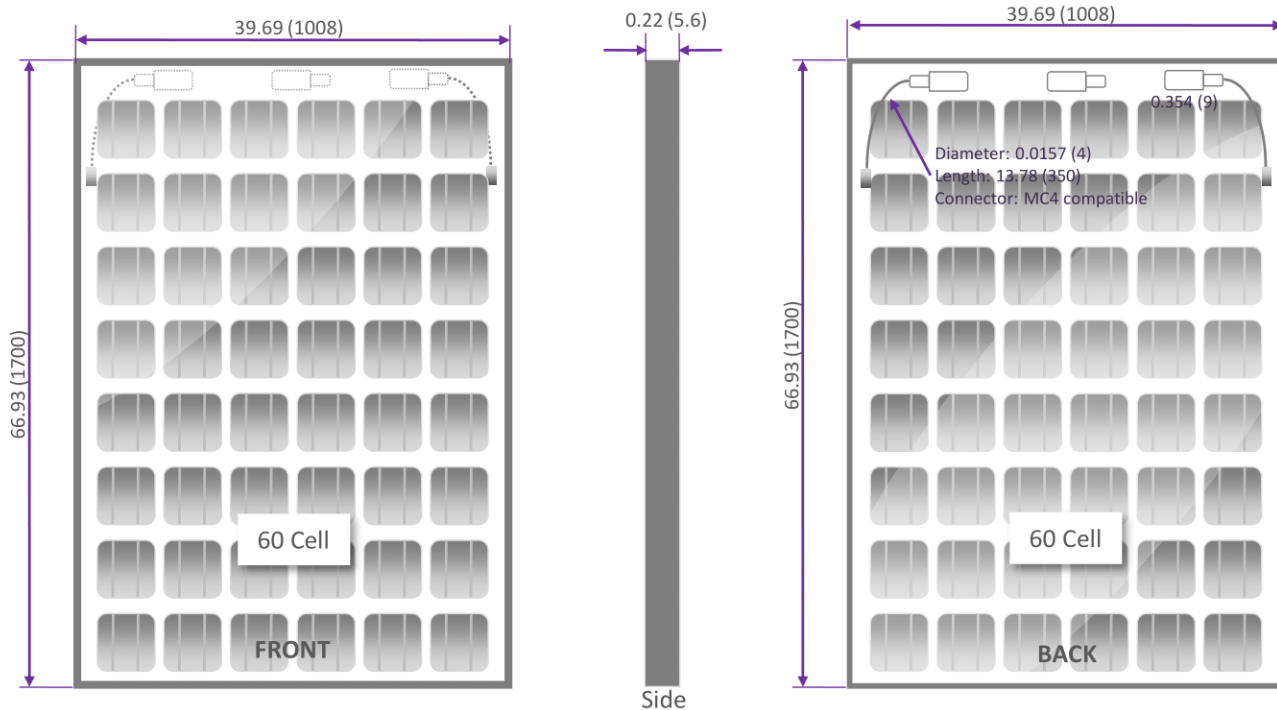
AXN6M BI-FACIAL SERIES

AXN6M610Bxxx		Front side performance				
Maximum Power (+3%)	305	310	315	320	325	
Voc (V)	40.79	41.14	41.49	41.84	42.20	
Isc (A)	10.06	10.21	10.37	10.52	10.68	
Vmp (V)	32.73	32.97	33.22	33.47	33.72	
Imp (A)	9.32	9.40	9.48	9.56	9.64	
Module Efficiency (%)	18.5%	18.8%	19.1%	19.4%	19.7%	
Series Fuse Rating	20A					
Junction Box Protection	IP65/IP67					
Maximum System Voltage	VDC1000					
Operating Temperature	-40°C to 85°C					
Number of Cells	60 (6" Bi-Facial Mono)					
Connector Type	MC4/Tyco compatible - based on customer request					
Fire Rating	UL1703 Type Designation 3					

Bi-Facial performance(30% irradiance on reverse side)				
371	377	383	389	395
40.49	40.83	41.18	41.53	41.88
12.14	12.33	12.51	12.70	12.89
33.38	33.63	33.89	34.14	34.40
11.11	11.21	11.30	11.40	11.49
22.4%	22.8%	23.2%	23.5%	23.9%

Bi-Facial modules produce power on both front and back.
Nominal bi-facial module gain coefficient can run from 10% to 30%, depending on the installation and the amount of indirect irradiance. It is recommended to design the electrical circuits with safety factor that accounts for the additional power in order to protect electrical hardware.

Electrical measurements at STC. Electrical parameter tolerance +/-10%



Units provided as: inches (mm)

Mechanical Characteristics			
Frame	Frameless		
Dimension (L x W x D)	66.93" x 39.69" x 0.22" / 1700mm x 1008mm x 5.6mm		
Weight/pc	22.6kg/49.8lbs		
Pallet	40 pcs		
Loading/container	360pcs/40'; 520pcs/53'		
Maximum wind load	5400Pa (snow)/3600Pa (wind) with 4-point mount		

Temperature Coefficients		Standard Test Conditions (STC)	
NOCT	43.78°C	Irradiance	1000W/m ²
Short circuit current	+0.044%/C	Module Temperature	25 °C
Open circuit voltage	-0.277%/C	AM	1.5
Max power output	-0.376%/C		

Specifications subject to change without notice.



15K-2P-N

UL Model:
"Limitless 15K-LV"



Solar Input Power 19,500W	
Max Allowed PV Power	19,500W
Max PV Power Delivered to Battery & AC Outputs	15,000W
Max DC Voltage (Voc)	500V @ 26A
MPPT Voltage Range	125-425V
Starting Voltage	125V
Number of MPPT	3
Max Solar Strings Per MPPT	2
Max DC Current per MPPT (Self Limiting)	26A
Max AC Coupled Input (Micro/String Inverters)	19,200W

AC Output Power 15kW On-Grid & Off-Grid	
Connections	120/240/208V Split Phase
Continuous AC Power with PV	15,000W 62.5A-L (240V)
Continuous AC Power from Batteries	12,000W 50A-L (240V)
Total Harmonic Distortion (THD)	≤ 3%
Surge AC Power 10sec	24,000VA L-L (240V)
Surge AC Power 100ms	30,000VA L-L (240V)
Fault Current 5sec	94A w/ PV 75A w/o PV
Fault Current 100ms	120A
Parallel Stacking	Yes - Up to 12
Frequency	60/50Hz
Continuous AC Power with Grid or Generator	48,000W 200A L-L (240V) 24,000W 200A L-N (120V)
CEC Efficiency	96.5% (Peak 97.5%)
Idle Consumption Typical—No Load	90W
Sell Back Power Modes	Limited to Household/Fully Grid-Tied
Design (DC to AC)	Transformerless DC
Response Time (Grid-Tied to Off-Grid)	5ms
Power Factor	+/- 0.9 - 1.0

Battery (optional) Output Power 12,000W	
Type	Lead-Acid or Li-Ion
Nominal DC Input	48V
Capacity	50 — 9900Ah
Voltage Range	43.0 — 63.0V
Continuous Battery Charging Output	275A
Charging Curve	3-Stage w/ Equalization
Grid to Batt Charging Efficiency	96.0%
External Temperature Sensor	Included
Current Shunt for Accurate % SOC	Integrated
External Gen Start Based on Voltage or %SOC	Integrated
Communication to Lithium Battery	CanBus & RS485

General	
Dimensions (H x W x D)	31.8" x 18.3" x 10.9"
Weight (package)	135 lbs
Enclosure	IP65 / NEMA 3R
Ambient Temperature	-40~60°C, >45°C Derating
Installation Style	Wall-Mounted
Wi-Fi & LAN Communication	Included
Standard Warranty (verified by HALT Testing)	10 Years

Protections & Certifications	
Electronics Certified Safety by SGS Labs to NEC & UL Specs - NEC 690.4B & NEC 705.4/6	Yes
Grid Sell Back — UL1741-2010/2018, IEEE1547a -2003/2014, FCC 15 Class B, UL1741SB, CA Rule 21, HECO Rule 14H	Yes
PV DC Disconnect Switch — NEC 240.15	Integrated
Ground Fault Detection — NEC 690.5	Integrated
PV Rapid Shutdown Control — NEC 690.12	Integrated
PV Arc Fault Detection — NEC 690.11	Integrated
PV Input Lightning Protection	Integrated
PV String Input Reverse Polarity Protection	Integrated
AC Output Breakers - 200A	Integrated
200A x 2 Battery Breaker / Disconnect	Integrated
Surge Protection	DC Type II / AC Type II

Technical Specifications (continued)

Power Factor:

99.2% at 120V, 90.9% at 277V

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Wattage Equivalency:

Equivalent to 100W Metal Halide

Other

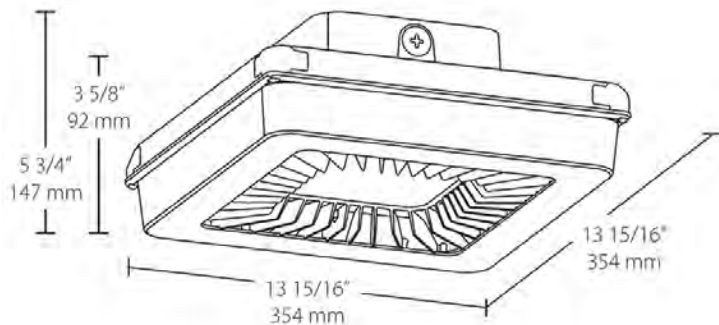
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Dimensions



Features

- Ultra-high efficiency
- Pendant or surface mount
- Low glare, vandal-resistant polycarbonate lens
- 20% uplight eliminates "cave effect"
- 100,000-Hour LED lifespan
- 5-Year, No-Compromise Warranty

PRT30N

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver Options	Options	Other Options
PRT	30	N				
	30 = 30W (14" x 14") 42 = 42W (14" x 14") 55 = 55W (14" x 14") 70 = 70W (18" x 18") 80 = 80W (18" x 18") 105 = 105W (18" x 18")	Blank = 5000K Cool N = 4000K Neutral Y = 3000K Warm	Blank = Bronze W = White	Blank = 120-277V, 0-10V Dimming /480 = 480V, 0-10V Dimming	Blank = No Option /E = Battery Backup /WS = Multi-Level Motion Sensor for 14" /WS2 = Multi-Level Motion Sensor for 18" /PCS = 120V Swivel Photocell /PCS2 = 277V Swivel Photocell /PCS4 = 480V Swivel Photocell /LC = Lightcloud Controller /LCS = Lightcloud Sensor	USA = BAA Compliant Blank = Standard

¹ Only available for 120-277V.



Upgradeable

9.6kWh to 153.6kWh. Flexible design with each unit.



Live Communications

Real time display, mobile access



10 year Warranty

20 year serviceable



All-In-One Solution

Easily connect solar, grid, loads, and generators. Batteries/inverters pre-wired.



POWERCUBE SERIES SPECIFICATIONS

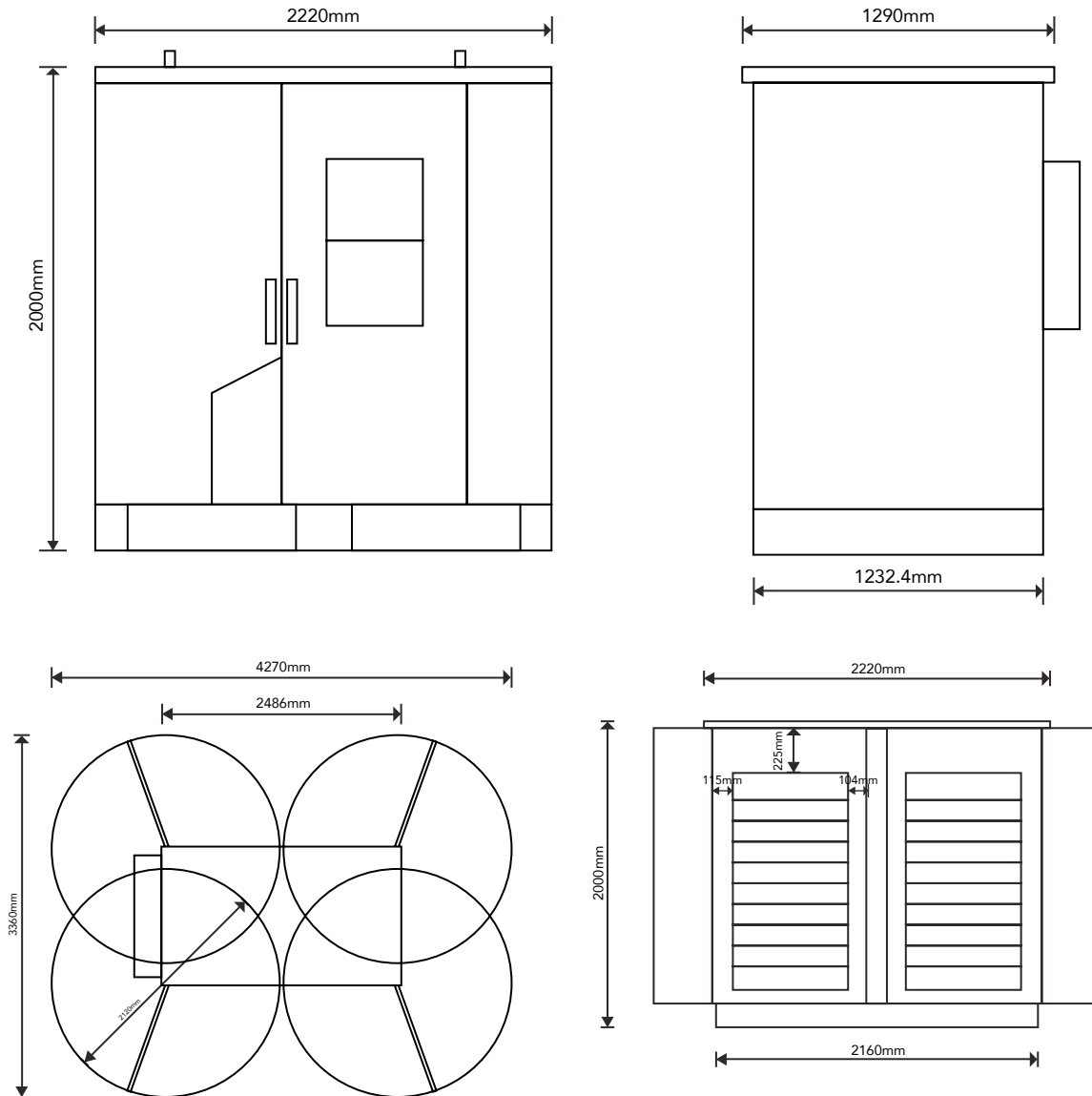
Battery Chemistry	LFP
Nominal DC Voltage	48 V DC
Capacity	9.6kWh - 153.6kWh
Max Systems in Parallel	2 (307.2kWh)
Discharge	9 - 45kW
Charge	9 - 45kW
Warranty	10 year warranty
Service Plan	20 year serviceable
Temp Range	0C - 55C* charging, -20C - 55C*discharging (*external temp has internal heating/cooling)
Certifications	UN 38.3, UL 1642, UL 1973, UL 9540, UL 9540A
Product Dimensions	On diagram



POWERCUBE SERIES DIMENSIONS

ORDERING OPTIONS

Each PowerCube can fit 1-4 full Stacks of our Stack'd Series battery (9.6 - 153.6 kWh). It can be configured with 1-3 Sol-Ark 12Ks or 15Ks, or with just batteries as an expansion unit. The configuration chosen will affect both the capacity, output, and supported amount of PV/Generator.



POWERED BY **LITHION**

Appendix C

HELIOSCOPE REPORT

Helioscope is an industry leading solar design tool used to optimize the solar configuration and predict solar energy generation profiles. This analysis estimates solar production at the specific site location and equipment, while considering shading from nearby structures or plants as well as adjacent modules, within one hour increments. The following report provides an overview of solar system design and expected annual production. The analysis details are imported to Xendee for the purposes of the microgrid analysis.



FINAL - FOR 30% DESIGN 24-3782T Mt Hood Town Hall, 6575 OR-35, Mt Hood, OR 97041

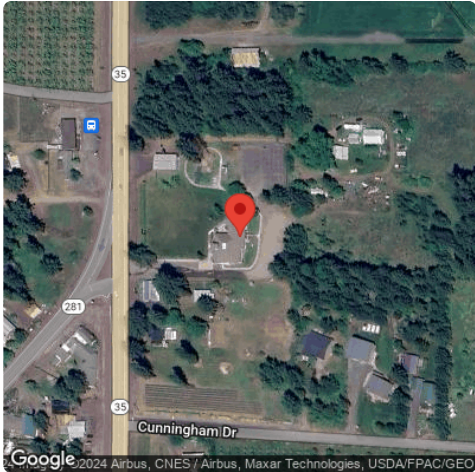
 Report

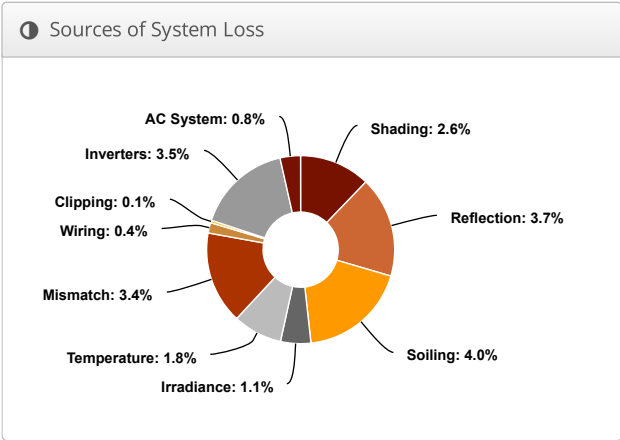
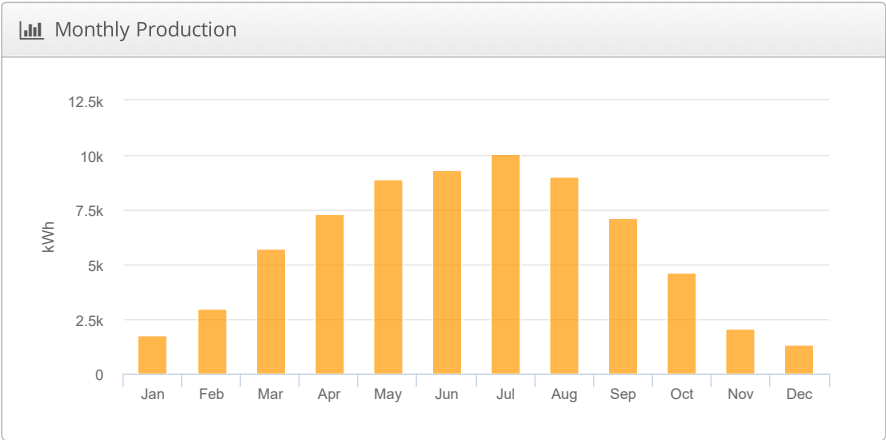
Project Name	24-3782T Mt Hood Town Hall
Project Description	24-3782T Mt Hood Town Hall - microgrid feasibility
Project Address	6575 OR-35, Mt Hood, OR 97041
Prepared By	Mayfield Renewables ryan@renewableassociates.com



System Metrics	
Design	FINAL - FOR 30% DESIGN
Module DC Nameplate	55.1 kW
Inverter AC Nameplate	60.0 kW Load Ratio: 0.92
Annual Production	70.32 MWh
Performance Ratio	80.5%
kWh/kWp	1,275.6
Weather Dataset	TMY, 10km Grid (45.55,-121.55), NREL (prospector)
Simulator Version	069a544e3c-4d51b3c320-9bc4e2924a-6639cf7654

 Project Location





⚡ Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,495.6	
	POA Irradiance	1,584.4	5.9%
	Shaded Irradiance	1,543.1	-2.6%
	Irradiance after Reflection	1,486.1	-3.7%
	Irradiance after Soiling	1,426.7	-4.0%
	Total Collector Irradiance	1,426.7	0.0%
Energy (kWh)	Nameplate	78,640.5	
	Output at Irradiance Levels	77,770.1	-1.1%
	Output at Cell Temperature Derate	76,364.9	-1.8%
	Output After Mismatch	73,770.4	-3.4%
	Optimal DC Output	73,488.2	-0.4%
	Constrained DC Output	73,421.3	-0.1%
	Inverter Output	70,851.5	-3.5%
	Energy to Grid	70,320.1	-0.8%
Temperature Metrics			
Avg. Operating Ambient Temp		13.0 °C	
Avg. Operating Cell Temp		20.2 °C	
Simulation Metrics			
Operating Hours		4698	
Solved Hours		4698	

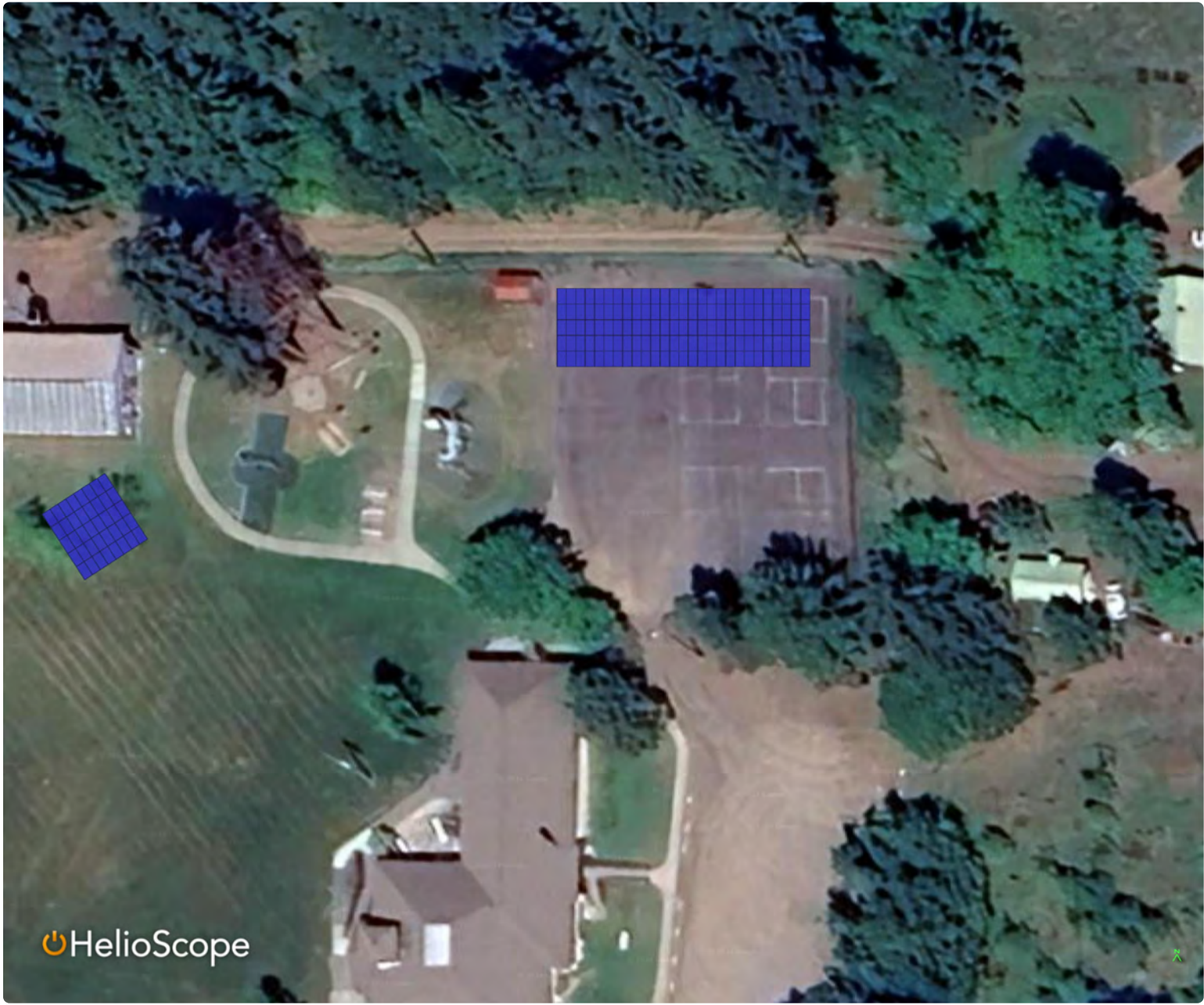
☁ Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, 10km Grid (45.55,-121.55), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type		a		b		Temperature Delta					
	Fixed Tilt		-3.56		-0.075		3°C					
	Flush Mount		-2.81		-0.0455		0°C					
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	3	5	5	6	6	3	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.75%											
Module Characterizations	Module					Uploaded By		Characterization				
	AXN6M610B315 (Auxin Solar)					HelioScope		Spec Sheet Characterization, PAN				
Component Characterizations	Device					Uploaded By			Characterization			
	Sol-Ark-15K-2P (Sol-Ark)					HelioScope			Spec Sheet			

📦 Components		
Component	Name	Count
Inverters	Sol-Ark-15K-2P (Sol-Ark)	4 (60.0 kW)
Strings	10 AWG (Copper)	16 (2,802.2 ft)
Module	Auxin Solar, AXN6M610B315 (315W)	175 (55.1 kW)

🔌 Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	4-13	Along Racking

🏠 Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 2	Carport	Portrait (Vertical)	7°	147°	0.0 ft	1x1	40	40	12.6 kW
Field Segment 2	Carport	Portrait (Vertical)	7°	180°	0.0 ft	1x1	135	135	42.5 kW

Detailed Layout



Appendix D

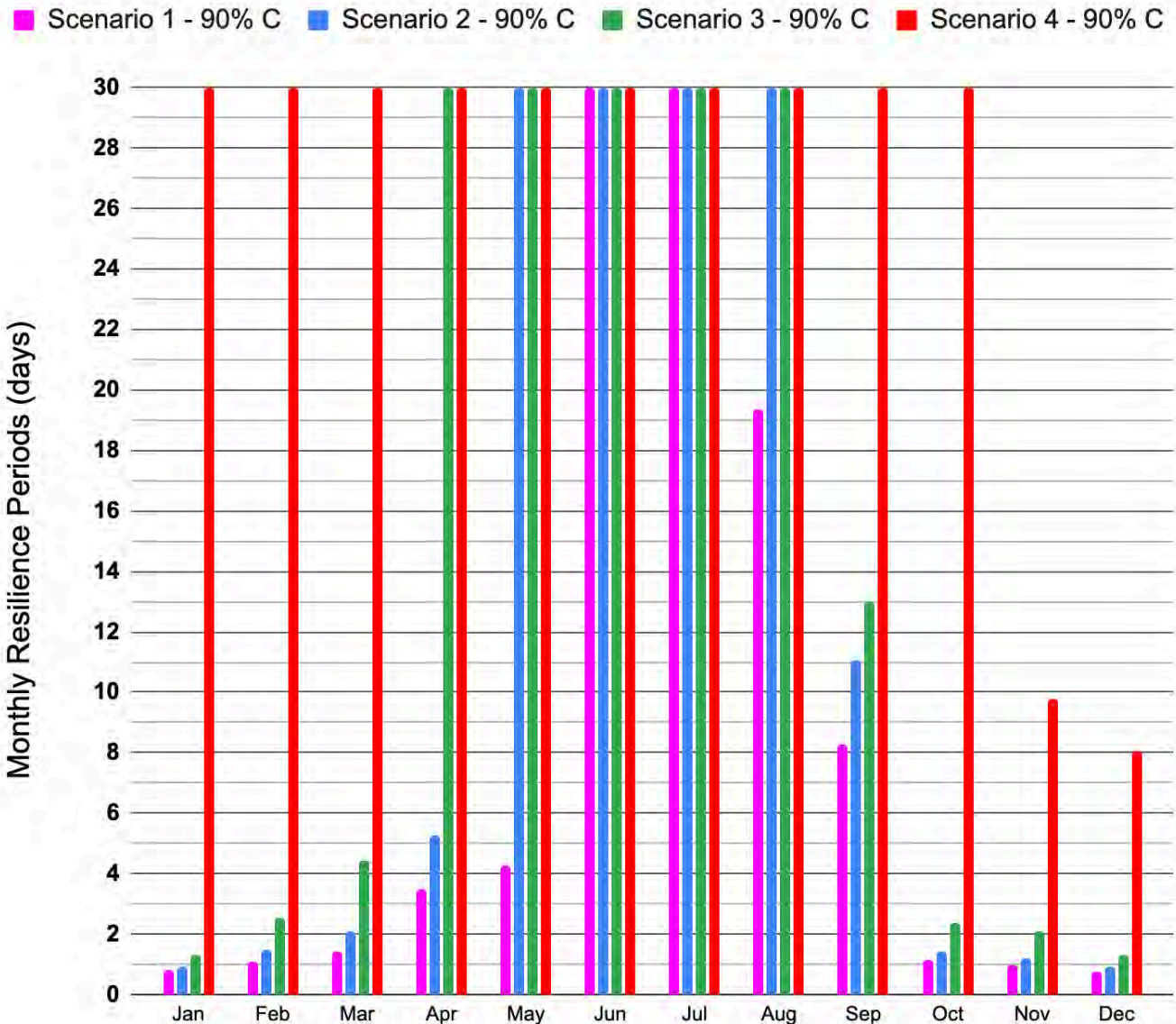
SYSTEM DISPATCH

Evaluating the performance of a microgrid requires an understanding of how its energy resources—e.g. PV, battery, utility grid, and/or generator—work together to serve load. The performance of resilience focused systems can vary significantly on weekly, monthly, and annual timescales, based on patterns in PV generation and electrical load. Financial mechanisms like peak shaving or energy arbitrage can impact the level of reserves in a battery ready for an emergency situation. In this appendix you'll find visualizations that enable deeper insight into the dispatch of the modeled microgrid system.



Mt Hood Town Hall - Resilience Comparison of Load Scenarios

90% Confidence

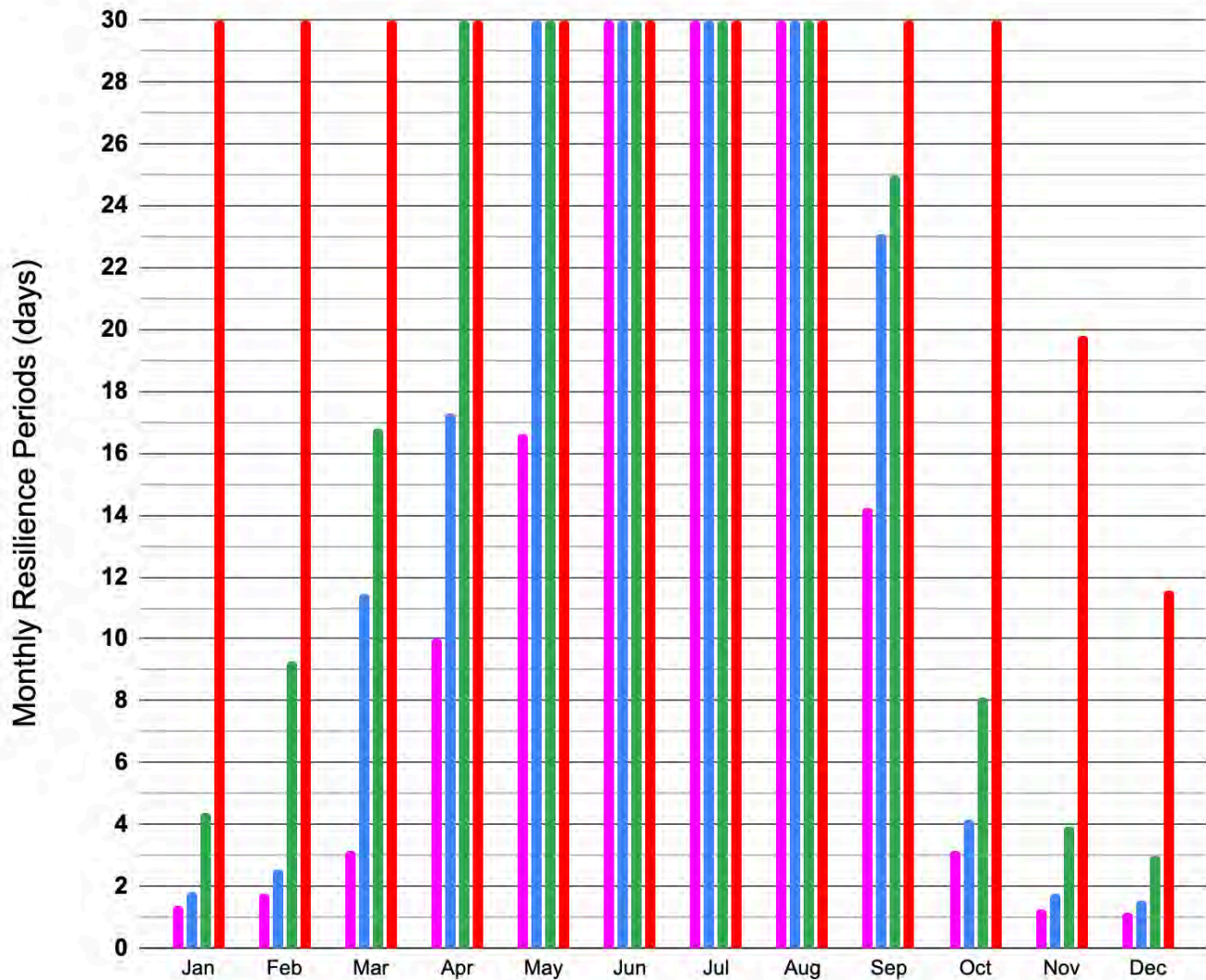


Resilience Period by Month: 90% Confidence - This graph shows the expected length of time for which the microgrid can endure a power outage (the resilience period) during each calendar month at 90% confidence for all four load scenarios. The purple, blue, green, and red bars in each column represent the expected resilience period in each month during load scenarios 1, 2, 3, and 4, respectively. For example, in December the microgrid is expected to be able to endure a 19 hour outage in load scenario 1, with 90% confidence. An outage starting in June is expected to endure through July.

Mt Hood Town Hall - Resilience Comparison of Load Scenarios

50% Confidence

Scenario 1 - 50% C Scenario 2 - 50% C Scenario 3 - 50% C Scenario 4 - 50% C

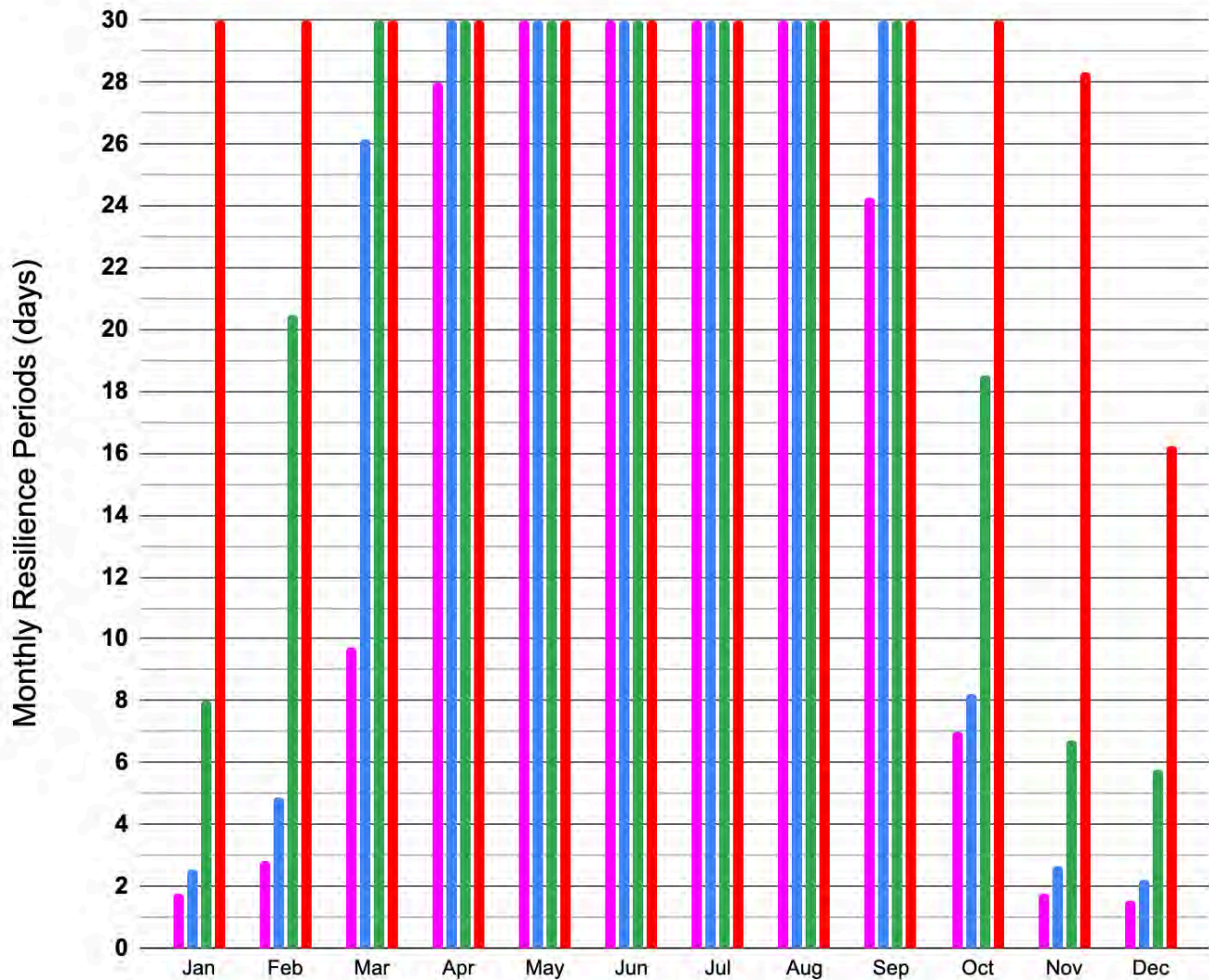


Resilience Period by Month: 50% Confidence - This graph shows expected resilience periods during each calendar month at 50% confidence for all four load scenarios.

Mt Hood Town Hall - Resilience Comparison of Load Scenarios

10% Confidence

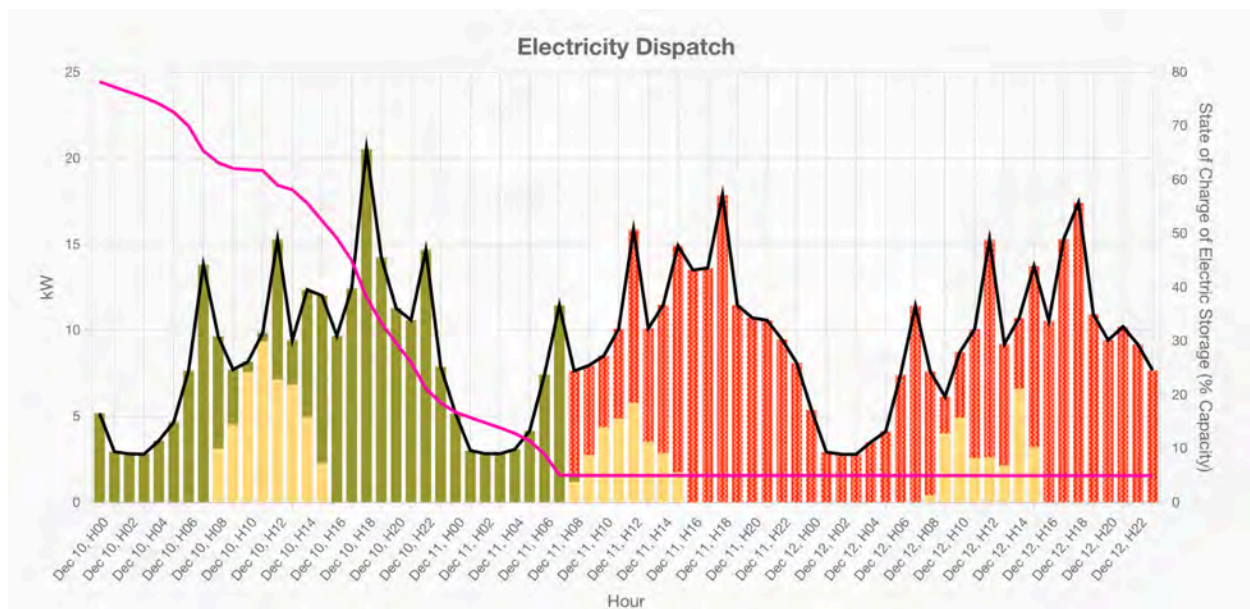
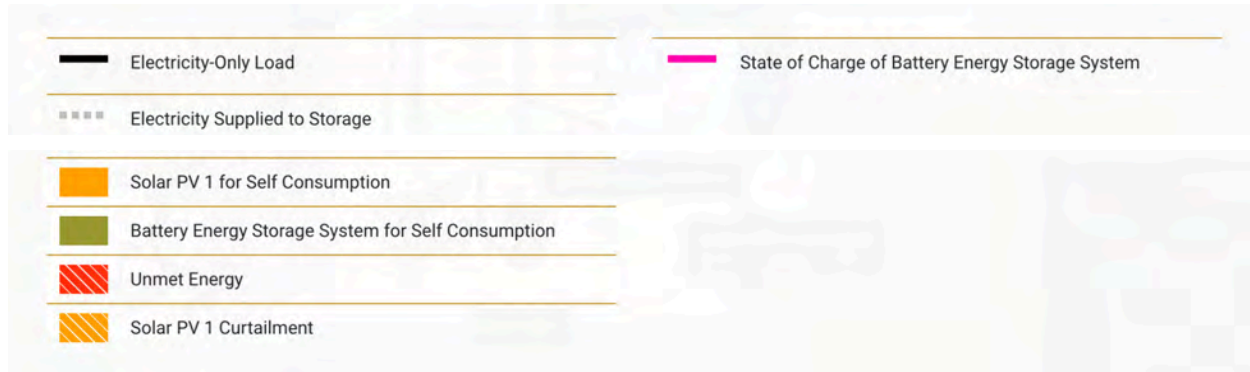
Scenario 1 - 10% C Scenario 2 - 10% C Scenario 3 - 10% C Scenario 4 - 10% C



Resilience Period by Month: 10% Confidence - This graph shows expected resilience periods during each calendar month at 10% confidence for all four load scenarios.

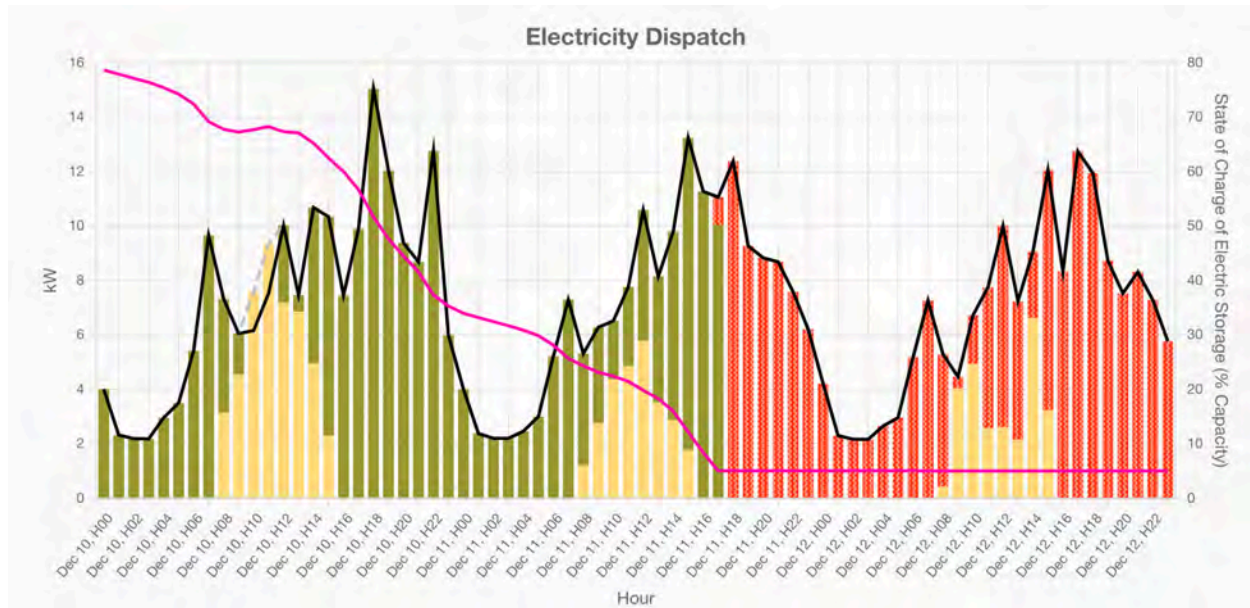
The charts below show example dispatch curves during a grid outage on December 10th for each of the four load scenarios analyzed in this study. Use the legend below to interpret which resources are active at any given timestep, and how generation compares with system load.

Legend



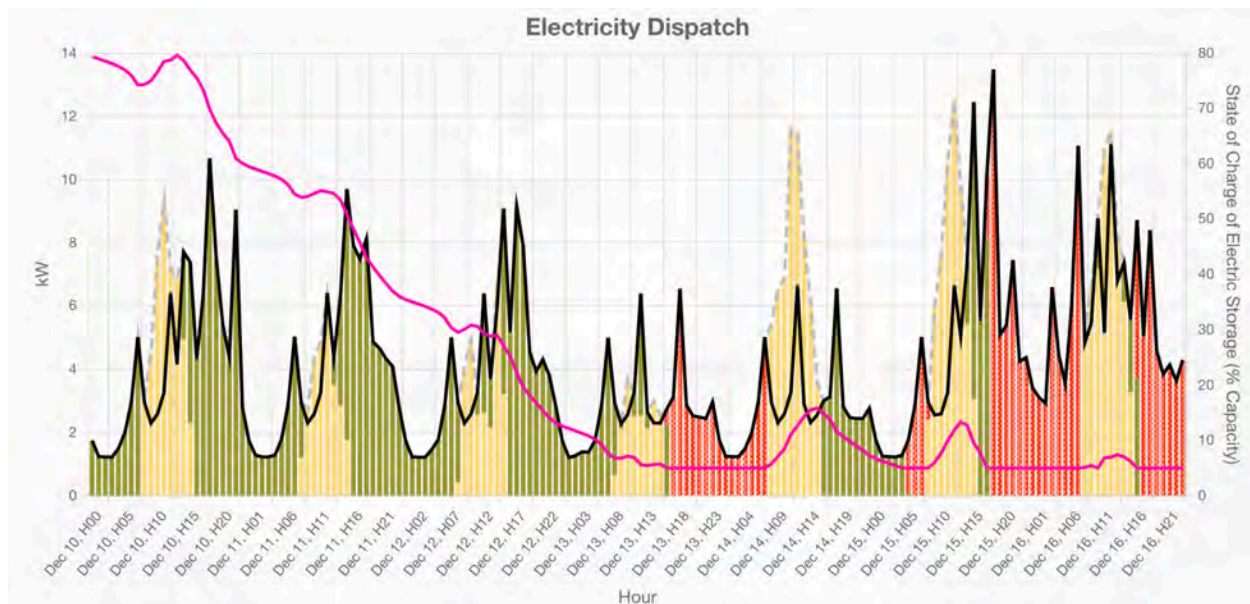
1. December 10th Grid Outage - Load Scenario 1

Description: The chart above shows how the microgrid is expected to dispatch during a modeled grid outage on December 10th. The black line represents the electrical load, and the green and yellow bars represent energy from the battery and solar resources that are serving that load. The pink line represents the battery state of charge, which declines over ~30 hours until the system runs out of stored energy. At that point, the microgrid can no longer meet electrical demand, and the facility loses power.



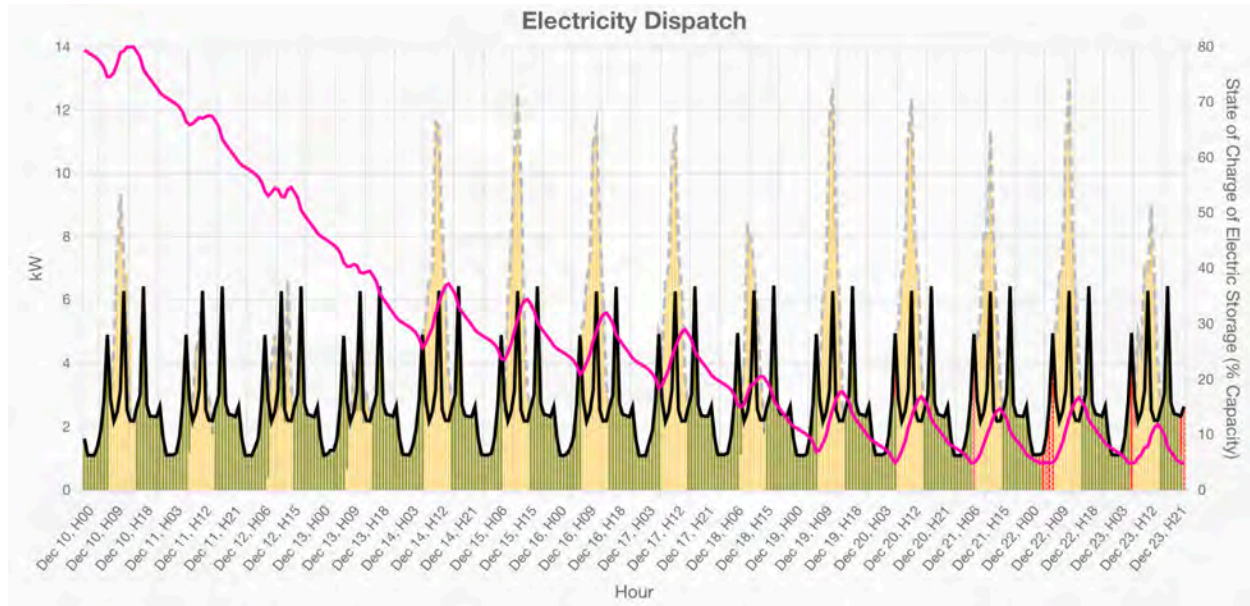
2. December 10th Grid Outage - Load Scenario 2

Description: Due to the lower demand of load scenario 2, the microgrid system can supply the facility with power for longer. In this case, it is serving the loads for ~40 hours.



3. December 10th Grid Outage - Load Scenario 3

Description: In this same scenario, the microgrid can supply power to load scenario 3 for up to three and a half days. After this point, it will lose power. However, on particularly sunny days the abundant solar energy may charge the battery sufficiently to enable the system to begin to supply power again, if only for a short duration—an operation called “black start.”



4. December 10th Grid Outage - Load Scenario 4

Description: Due to the omission of space heating in scenario 4—which is a large load—the microgrid can power the facility continuously for up to ten days. It loses power briefly for the first time on December 20th, after which abundant solar production allows recharging of the batteries and “blackstart” of the system.

Appendix E

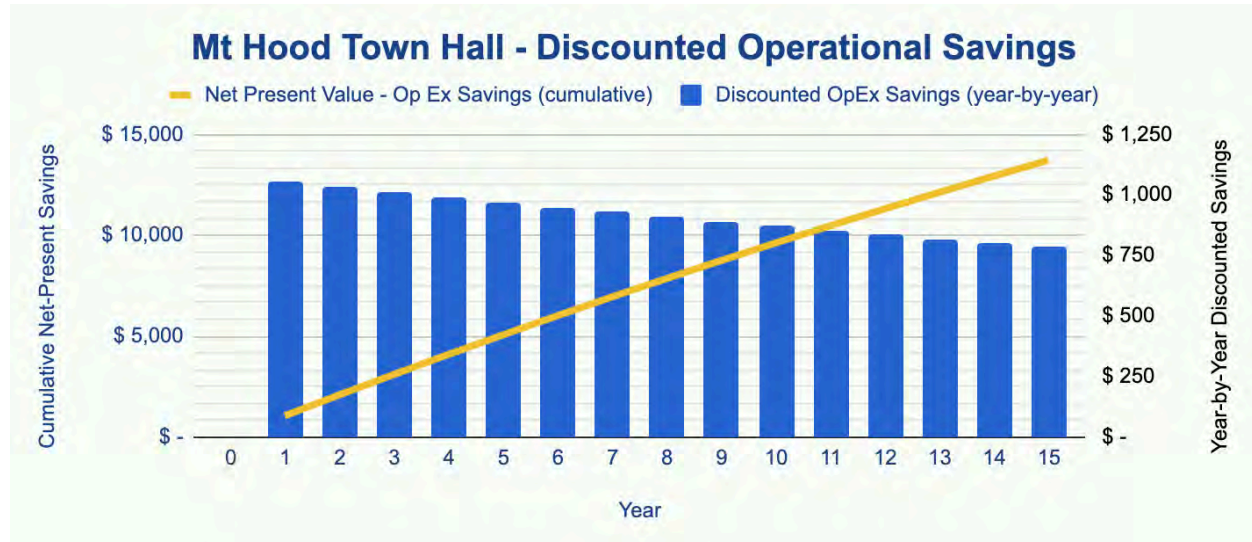
FINANCIAL REPORT

Evaluating the economic value of a microgrid means viewing it as an investment. In this appendix you will find the results of a multiyear financial modeling analysis that takes into account system degradation, utility charges, energy savings, maintenance costs, inflation, and the time-value of money.

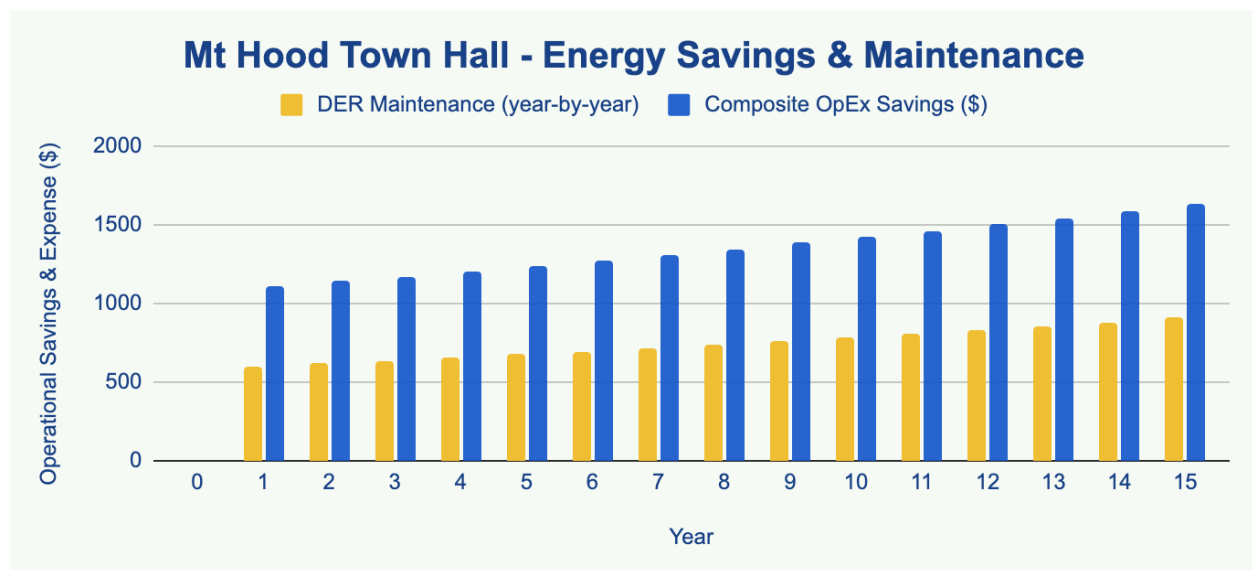


Headline Financial Results			
Year One OpEx Savings	Lifetime Net Present Value	Internal Rate of Return (%)	Levelized Cost of Energy (LCOE)
\$1,108	\$13,703	Near Infinite	-\$0.2264

Headline Results - See interpretation guide, next page.



Discounted Operational Savings - Shows accumulation of discounted operational savings throughout the 15-year period of this study, after maintenance costs have been deducted. Numbers here reflect a discount factor of 5%.



Energy Savings & Maintenance - Shows year-by-year expected energy savings and maintenance costs. Note: no discount factor applied.

Financial Metric Interpretation Guide

Lifetime Net Present Value (NPV) - Money is worth less in the future than it is right now. This is partially due to inflation, but also a result of the opportunity cost—you just have fewer years to live in the future than you do today. NPV is a way of viewing future cash flows that factors in these losses in the value of money over time. The “amount” of attenuation in the value is determined by a variable called the “discount rate.” We represent future cash flows in terms of NPV to help give you a more realistic sense of the value you can expect to derive from your microgrid investment. Given a discount rate, NPV values greater than zero signify a “good” investment, while values less than zero signify a “poor” investment.

Internal Rate of Return (IRR) - IRR helps to give a sense of “how good” or “how bad” an investment is, since it can be compared “apples-to-apples” with alternative investment choices.

Levelized Cost of Energy (LCOE) - Here, we are talking about the “load based” LCOE, or how much each kilowatt-hour of electricity produced by the microgrid costs when CapEx is levelized over the lifetime of the system.

Appendix F

LOAD TABLE

Careful consideration is often required when selecting which facility loads will be powered by the microgrid during a utility outage. Generally, this can be conceptualized as a trade-off between functionality and the length of the expected resilience period. The modeling performed in this analysis is based on assumptions outlined in this section.



Mt Hood Town Hall Microgrid Feasibility - Load Table

Priority	Load Name	Scenario #1	Scenario #2	Scenario #3	Scenario #4	Panelboard	Service Voltage	Power (kWac)
1	HVAC #2	x	x	x	excluded	D	240	(load study)
2	Mens room	x	x	x	x	D	120	(load study)
3	Womens room	x	x	x	x	D	120	(load study)
4	Fridge 1 (commercial)	x	x	x	x	B	120	0.59
5	Freezer 1 (household)	x	x	x	x	B	120	0.59
6	Receptacles - stage (a)	x	x	x	x	A	120	0.12
7	Receptacles - stage (b)	x	x	x	x	B	120	0.12
8	internet modem	x	x	x	x	B	120	0.40
9	Receptacles - dining area	x	x	x	x	D	120	(load study)
10	Receptacles - kitchen "post"	x	x	x	x	C	240	0.24
11	Receptacles - backsplash	x	x	x	x	C	240	2.50
12	Lights - dining area	x	x	x	x	E	120	0.40
13	Lights - kitchen	x	x	x	x	C	120	0.30
14	Receptacles - NW dining room	x	x	x	x	C	120	0.12
15	Receptacles - north wall	x	x	x	x	A	120	0.12
16	Receptacle - wash room sink	x	x	x	x	A	120	0.12
17	Kitchen hood	x	x	x	x	C	240	0.38
18	Dish washer	x	x	x	x	A	120	0.90
19	Water heater - wash room (1)	x	x			C	240	1.13
20	Water heater - wash room (2)	x	x			C	240	1.13
21	Fridge 2 (commercial)	x	x			B	120	0.59
22	Freezer 2 (commercial)	x	x			B	120	0.59
23	Fridge 3 (household)	x	x			B	120	0.59
24	Water heater - shower room	x	x			E	240	1.13
25	Lights & Receptacles - shower room	x	x			E	120	0.40
26	Moffat Turbofan Oven	x				-	-	3.25
27	Lights - craft area	x				E	120	0.40
28	Receptacles - craft area east	x				E	120	0.12
29	Receptacles - craft area west	x				E	120	0.12

30	Lights - basement furnace room	x				D	120	(load study)
31	Mystery breaker 1	x				A	120	0.80
32	Mystery breaker 2	x				A	120	0.80
Estimated Annual Energy (MWh)		75	64	39	17			
Max Continuous Power (kW)		25	19	15	6			
Max Surge Power (kW)		61	30	24	24			

This table shows the loads considered in this feasibility study, as prioritized by Mt Hood Town Hall Association. The columns labeled Scenario 1-4 indicate which loads are included in each of the four synthetic load profiles generated for this analysis.

Appendix G

ROM BUDGET

The analysis presented in this report is driven, in part, by budgeting assumptions outlined in this “rough-order-magnitude” (ROM) budget. Below you will find detailed itemized cost assumptions made at this preliminary stage. These figures are preliminary estimates, and should be constrained by quotes from installation contractors and equipment manufacturers prior to full construction planning.



Mt Hood Town Hall - ROM Constrction Budget		
Line Item	Price	Notes
Materials - PV modules	\$33,000	(175) Auxin Solar AXN6M610B315
Materials - PV racking	\$121,000	PowerShingle
Materials - BESS	\$307,200	(2) Homegrid Cube, comes integrated with (4) Sol-Ark 15K-2P-N inverters
Materials - BOS (PV)	\$25,000	Including aggregation panels & breakers; conductors & conduit; disconnect(s)
Materials - BOS (BESS)	\$25,000	Including isolation xfmr, conductors & conduit
Materials - fencing	\$1,500	50 ft @ \$30/ft
Freight (BESS)	\$10,000	
Freight (PV)	\$10,000	
Heavy equipment	\$15,000	
Site Prep (PV)	\$30,000	Including excavation & trenching; equipment pads; landscaping
Site Prep (BESS)	\$30,000	Including excavation & trenching; equipment pads; landscaping
Labor (BESS)	\$76,800	4 workers, 12. days, \$175/hr
Labor (PV)	\$96,000	4 workers, 15. days, \$175/hr
Labor (Commissioning)	\$16,000	2 workers, 4. days, \$225/hr
Construction Subtotal	\$796,500	
Design - elec eng, civil eng.	\$31,860	4.% of Materials & Labor
Engineering Subtotal	\$31,860	
Construction - contingency	\$55,755	7.% of Materials & Labor
Contractor overhead	\$39,825	5.% of Materials & Labor
Project Management	\$24,851	3.% of Materials & Labor
Grants Management	\$4,142	0.5% of Materials & Labor
Admin Subtotal	\$124,573	
TOTAL	\$952,933	

Appendix H

TABLE OF ASSUMPTIONS

Many assumptions are necessarily made in the course of the complex energy and financial modeling performed as part of a microgrid feasibility study. The below table serves as a record of assumptions made in this analysis, to give clarity to the results presented through this report.



Assumptions Table			
Parameter Name	Units	Value	Description
General Assumptions			
Project Goals	-	Resilience	Brief list of key project goals
Key Constraints	-	25 kW net metering limit	Brief list of key constraints
PV Considered?	-	TRUE	Is PV present as a resource in this analysis?
BESS Considered?	-	TRUE	Is BESS present as a resource in this analysis?
Financial Assumptions - Basic			
Study Length	Yrs	15	Years of duration of financial modeling
PV Cost	\$/W	\$7.32	From ROM construction budget
PV Maintenance	\$/Yr	\$300	Assumed annual PV maintenance costs
BESS Cost	\$/kWh	\$1,742	From ROM construction budget
BESS Maintenance	\$/Yr	\$300	Assumed annual BESS maintenance costs
ITC	%	30.00%	Percentage of total install cost claimed for federal tax credit
MACRS	-	FALSE	Is MACRS applicable?
Grants	\$	\$1,000,000	Total grant value that can be claimed
Discount Rate	%	5%	Discount rate for cashflow results
Investment Strategy	-	Up Front	"Up Front", "Loan", or "Amortized"
Multiyear Assumptions			
PV Degradation	%/Yr	-0.5%	Rate of annual PV degradation
BESS Degradation	%/Yr	-2%	Rate of annual BESS degradation
Utility Cost Inflation	%/Yr	3%	Rate of annual inflation of cost of energy purchased from utility
Technical Assumptions			
Utility Rate Class	String	Commercial & Industrial	Code of the utility rate class assumed for analysis
Max Export To Grid	kW	TBD	Maximum energy that can be exported to utility grid
PV Inverter Max Efficiency	%	97.5%	Max efficiency of PV inveter(s) - from spec sheet
BESS inverter Efficiency	%	97.5%	Max efficiency of BESS inverter(s) - from spec sheet
Max C Rate	-	0.195	Max Charge/discharge rate of BESS
Max BESS S.o.C.	%	80%	Maximum state of charge of battery
Min BESS S.o.C.	%	80%	Minimum state of charge - during normal grid operation
Emergency Min BESS S.o.C.	%	5%	Minimum state of charge - during resilience scenario



Area of Interest



Site-Specific Climatic and Geographic Design Criteria

County	Hood River County
Adjusted Ground Snow Load	84 psf
Basic Wind Speed	98 mph
Seismic Design Category	C
Weathering Potential	Severe
Frost line depth	24 inches
Decay Potential	Moderate
Air Freezing Index	< 1,500

See [Section R301.2](#) of the 2023 [Oregon Residential Specialty Code](#) for more information.