

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of Authorizing the Emergency )  
Purchase of Emergency Paging ) BOARD ORDER 22-256  
Communication System Installation )  
and Approving the Contract )

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on August 11, 2022, Commissioners Lindsay Berschauer, Casey Kulla, Mary Starrett in attendance.

THE BOARD MAKES THE FOLLOWING FINDINGS:

WHEREAS, Yamhill County Sheriff's Office (YCSO) has determined the need for a comprehensive upgrade to the existing fire paging system as part of the Yamhill County radio system; and

WHEREAS, The current fire paging system is aging and close to the end of its life, and replacement parts are becoming increasingly difficult to obtain and support, creating a high degree of risk for critical failure; and

WHEREAS, A critical failure of the current system would render all County fire and EMS agencies, with the exception of Tualatin Valley Fire & Rescue, unable to utilize their call-out notification system for emergency response; and

WHEREAS, ORS 279C.320 permits the County to enter into a contract for emergency work in accordance with the provisions of 279B.080; and

WHEREAS, ORS 279B.080(2) allows the County to make a direct appointment for emergency work without competition in cases of extreme necessity; and

WHEREAS, Yamhill County Ordinance 761, Section 5, allows for a contract to be exempted from competitive bidding if the Board, by a majority vote of members present, determines that emergency conditions require prompt execution of a contract; and

WHEREAS, Yamhill County Ordinance 761, Section requires the Board to enter a determination of the emergency into the record of the meeting at which the emergency determination is made as well as the method used for the selection of the particular contractor; and

WHEREAS, Yamhill County Ordinance 761, Section 5 defines an emergency as “circumstances creating a substantial risk of loss, damage, interruption of services or threat to public health, safety, welfare or property that could not have been reasonably foreseen and requires prompt execution of a contract to remedy the condition”; and

WHEREAS, SAR Enterprises, Inc. is a qualified consultant with the training and expertise necessary to provide fire paging communication system installation services who was most recently selected through a competitive RFP process to evaluate the County Radio System and is therefore well-versed in the current status and urgency of this project; and

WHEREAS, This exemption will promote the public interest by allowing the County to quickly begin upgrading its fire paging response system, limiting the risk of service interruptions or system failure; and

WHEREAS, The public interest would not be served by requiring a formal competitive process for these services because time is of the essence and failure of the current system would be catastrophic; now, therefore

**IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:**

1. Emergency conditions exist that require prompt execution of an agreement with SAR Enterprises, Inc. for emergency paging communication system installation services.
2. YCSO is hereby granted authority to proceed with the emergency purchase of emergency paging communication system installation services.
3. Pursuant to ORS 279C.380 and OAR 137-049-0150(5), the County hereby waives the requirement of furnishing a performance bond and payment bond for the services described herein.
4. The contract provided in the attached Exhibit 1 is hereby approved.

[remainder of page intentionally blank]

DONE at McMinnville, Oregon on August 11, 2022.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

TIM SVENSON  
County Sheriff



Chair

*Lindsay Berschauer*

LINDSAY BERSCHAUER

By: *Carolina Rook*  
Deputy CAROLINA ROOK

Commissioner

*Casey Kulla*

CASEY KULLA

FORM APPROVED BY:

*Jodi Gollehon*  
Jodi Gollehon  
Assistant County Counsel II

Commissioner

*Mary Starrett*

MARY STARRETT

**AGREEMENT FOR  
COUNTY FIRE PAGING SYSTEM UPGRADE  
INSTALLATION SERVICES  
(Yamhill County and SAR Enterprises, Inc.)**

THIS AGREEMENT ("Agreement"), is made by and between **Yamhill County** ("County"), a political subdivision of the State of Oregon, and **SAR Enterprises, Inc.**, an Oregon corporation operating under the assumed business name of Communications Northwest, located at 624 McLoughlin Blvd, Oregon City, OR 97045 ("Contractor").

**RECITALS:**

- A. County, through its Yamhill County Sheriff's Office (YCSO), has determined the need for a comprehensive upgrade to the existing Fire Paging System as part of the Yamhill County Radio System and that it is necessary for County to contract with a qualified consultant with training and expertise in providing such paging communication system installation services (the "Project").
- B. County has budgeted funds to perform the Project.
- C. Contractor is qualified to provide the required paging communications system upgrade services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

**AGREEMENT:**

In exchange for the promises and other considerations as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1. **Services of Contractor.** Contractor agrees to perform the following services (the "Services"), in accordance with and as detailed in the Statement of Work and Sales Quote, contained in "Exhibit A", which are attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor's hourly rate or at a negotiated project rate.
- 2. **County's Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services. County shall use commercially reasonable efforts to avoid interference with Contractor's performance of the Services and shall promptly resolve any interference that arises.
- 3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
  - a. Contractor will be solely responsible for payment of any federal or state income or payroll taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.

- b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include 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 as otherwise required by law.
- c. 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 Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

4. **Compensation; Payment Schedule.** Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a sum not to exceed \$454,952.51, inclusive of reimbursable expenses. Contractor shall be compensated as outlined in the Statement of Work, in the maximum not-to-exceed amount to be paid under this Agreement, unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. Contractor will submit invoices for hardware orders at the time of execution of this Agreement and invoices for services and labor charges shall be invoiced at 50% at the time of execution of this Agreement and 50% at the completion of the Services. County shall pay the Contractor within thirty (30) days following the date an invoice is received, reviewed, and approved by County. County shall make payments only after receipt, review, and approval of (i) the Contractor's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice and reasonably requested by County. If County disputes any portion of an invoice, County shall remit that portion of the invoice that is approved to Contractor as provided in this paragraph 4, and shall withhold payment of the portion of the invoice that it disputes. The parties shall work together to resolve all invoice disputes. If the parties are unable to resolve the dispute between themselves, such dispute shall be resolved in the same manner other disputes hereunder are resolved.

5. **Prevailing Wage Regulations.** Contract shall follow all provisions of the Prevailing Wage Regulations contained in "Exhibit B", which are attached hereto and incorporated herein by this reference.

6. **INDEMNIFICATION.** CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, CAUSED BY OR RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY WILLFUL MISCONDUCT, WRONGFUL ACT, OR GROSS NEGLIGENCE OF ITS VENDOR, SUBCONTRACTOR, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, OR THE WILLFUL MISCONDUCT OF COUNTY'S OFFICERS, AGENTS, AND EMPLOYEES.

7. **Insurance.** Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):
- a. **Workers' Compensation Insurance.** In compliance with statutory requirements;
  - b. **Commercial General Liability Insurance.** Including contractual liability (indemnify obligations) and completed operations coverage, on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
  - c. **Commercial Automobile Liability Insurance.** A combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

8. **Private Business.** Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long-distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

9. **Term; Termination; Default.**

- a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from August 1, 2022, through December 31, 2022, and supersedes any prior agreements between the parties regarding the subject matter.
- b. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.

- c. Default. If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, with such termination to be effective immediately upon expiration of the thirty (30) day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed thirty (30) additional days, unless otherwise mutually agreed in writing by both County and Contractor.

**10. Confidentiality.** Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing that becomes available to Contractor in the performance of this Agreement, shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**11. Compliance with Applicable Laws; Compliance with Tax Laws.** Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable, Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide Services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1964. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317, and 318.

**12. Ownership and Rights.**

- a. Ownership of Work Product by County. All work product, including but not limited to the Deliverables listed in Exhibit A ("Work Product") shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. Except as set forth below, County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product.
- b. Vesting of Rights. With the sole exception of any Preexisting Works, as defined and identified below, Contractor agrees to assign, and upon creation of Work Product automatically assigns, to County, its successors and assigns, ownership of all United States and international copyrights

and all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by Contractor for County. From time to time, upon County's request, Contractor and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as County may request. County and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.

- c. **Preexisting Works.** In the event that any portion of the Work Product constitutes a preexisting work for which Contractor cannot grant to County the rights set forth above, Contractor shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to Contractor's or County's use of such preexisting work; and (4) the source of Contractor's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by County prior to use.
- d. **Grant of License.** Contractor hereby grants to County a non-exclusive, royalty-free, worldwide, perpetual, and irrevocable license to the Preexisting Works and to any Contractor source code or other Contractor software utilized in any Work Product or Preexisting Work.

**13. Subcontracts; Assignment.** Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

**14. Governing Law; Jurisdiction; Venue.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit, or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

**15. Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

**16. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**17. Attorney Fees.** In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees, and all costs of depositions.

18. **Severability.** If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.
19. **No Third Party Beneficiaries.** Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.
20. **Certification of reading and understanding of documents; Precedence.** The Contractor hereby certifies it has read and fully understands and this Agreement and Contractor accepts this Agreement and its terms and conditions, including solicitation documents. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's proposed "Statement of Work" or any other contract document, including "Structured Standard Terms and Conditions" and this Agreement, this Agreement shall take precedence.**
21. **Exhibits and Recitals.** All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.
22. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.
23. **Status of the Project Supervisor.** Tim Svenson is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project Services. The Supervisor has authority to reject or accept the Project Services.
24. **Prohibition of Discrimination.** In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform Services to which employment relates.
25. **Integration.** This Agreement, along with its Exhibits, constitutes the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

THIS AGREEMENT CONSTITUTE 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 FOR 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. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ

THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

SAR ENTERPRISES, INC. dba  
COMMUNICATIONS NORTHWEST

YAMHILL COUNTY, OREGON

*Scott Reilly*

SCOTT A. REILLY, President

Date: 2022-08-02

SS# /Tax ID#: 37-1870402

*Lindsay Berschauer*

LINDSAY BERSCHAUER, Chair,  
Board of Commissioners

Date: 8/11/22

*Tim Svenson*

TIM SVENSON, Sheriff

Date: 8/2/2022

APPROVED AS TO FORM

By: *Jodi Gollehon*

JODI GOLLEHON, Assistant County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
8/11/22 by Board Order  
# 22-256

**EXHIBIT A**

B.O. 22-256

# COMMUNICATIONS NORTHWEST

624 McLoughlin Blvd  
Oregon City, Oregon 97045

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06/24/2022	Services Performed By: Communications Northwest 624 McLoughlin Blvd Oregon City, Oregon 97045	Services Performed For: Yamhill County Sheriff's Office 535 NE 5 <sup>th</sup> Street McMinnville, OR 97128
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This SOW # 2102, (hereinafter called the "SOW"), effective as of 06/24/2022, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

## PERIOD OF PERFORMANCE

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The services shall commence when approved by client and collaboratively scheduled with contractor. Estimated period of performance is from August 1, 2022 to December 30, 2022

## ENGAGEMENT RESOURCES

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**Scott Reilly**

President/CEO – Communications Northwest

**Chad Lund**

Project Manager – Communications Northwest

**Kevin Farley**

Technical Services Manager – Communications Northwest

**Tim Svenson**

Sheriff – Yamhill County Sheriff's Office

## SCOPE OF WORK

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Contractor shall provide the Services and Deliverable(s) as follows:

This SOW outlines the project to provide and implement a new single channel Tait ASIP 7-site VHF fire paging system. The 7-sites utilized for this installation are all part of the existing Yamhill County network of utilized communication sites. One of the sites utilized (Sheridan Fire Station) requires installation of a new 11GHz microwave link to provide network connectivity to other sites in the system.

The following sites will be utilized for the new fire paging simulcast system equipment: McMinnville Fire Station, Sheridan Fire Station, Bald Peak, High Heaven, Mt Hebo, Spirit Mountain, & Mountain Top West

At each of the 7 sites a new VHF transmitter will be installed in existing racking. A new antenna that corresponds to the final coverage mapping will be installed at each site, and existing antenna will be removed from service. The new transmitter at each location will be connected to existing 48V backup power, and connected to the existing microwave network except for Sheridan Fire which requires new microwave linking.

New Ceragon 11GHz microwave equipment will be installed at Doane Creek and Sheridan Fire to establish the communications path between the two locations which will provide the network access that Sheridan Fire currently lacks. New microwave link requires FCC licensing which will be completed as part of this SOW.

All new equipment will be fully configured, tested, installed, and optimized to provide the proposed level of coverage.

Pre-installation and post-installation coverage verification testing will be performed to allow documentation of coverage before and after installation.

## DELIVERABLE MATERIALS.

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Contractor will coordinate any and all FCC Licensing and frequency coordination required for the project on behalf of Client, and ensure Client is provided a copy of final license document.

Documentation will be provided that will include manufacturer serial numbers for all hardware installed and the corresponding site location. In addition documentation shall include results of all testing, and overview of connections.

Contractor will install equipment at each site, which generally consists of the following:

- Tait TB9400 100W VHF Base Station Transmitter
- Base station software keys providing simulcast functionality, with primary software functions duplicated to provide public safety reliability
- Omni or dipole antenna as determined by RF engineer
- All cable, clamps, fasteners, coax jumpers, connectors, and related installation supplies
- Orolia Spectracom GPS timing unit and antenna
- Cisco 24 port level II compliant router
- Microwave dish mounted on tower at Sheridan Fire & Doane Creek site
- Ceragon 1+1 redundant 11GHz Outdoor Units ( ODU ), mounted tower top on the rear of the dishes.
- Indoor Units ( IDU ),located inside the equipment shelter in an equipment rack
  - Includes various software keys, control boards and/or modems
- Power Supply unit for the indoor equipment.
- Microwave software and related files for equipment.
- Microwave cabling from indoor unit to microwave dish, including all cable management and fittings.
- Facilitate integration of new paging system with YCOM 911 dispatch

## CONTRACTOR RESPONSIBILITIES

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Contractor will install all new equipment, perform testing and ensure that system is operational and ensure coordination with Client existing radio system infrastructure.

Contractor shall ensure that knowledgeable, trained technical staff are conducting the listed work. Contractor shall provide documentation listed in the deliverable section of SOW. Contractor understands that proprietary information may be during the course of providing the technical services listed, and understands the need to protect confidentiality unless otherwise directly specified by Yamhill County Sheriff's office.

Contractor also asserts understanding of the following:

- COVID-19: Contractor understands that these are unprecedented times with regards to personal safety and awareness due to COVID-19. Comm NW has an active COVID-19 policy and is in direct compliance with the Governors Orders in both Oregon and Washington. We will consistently and professionally maintain all safety precautions related to COVID-19. We will be mindful and respectful of customer facilities in our work.

## CLIENT RESPONSIBILITIES

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Client will arrange for all electrical work, including grounding to be done by others.  
Client will arrange for any other building or structural changes to be completed, if needed.  
Client will be responsible for all permits, if required.  
Client will be responsible for any additional tasks requested outside of this SOW.  
Client will be responsible for any agreements that may be needed for this project. These agreements are between County and any 3<sup>rd</sup> party. Examples would be for site or tower leases, easement or access to a site, removal or trimming of trees to provide clear line of site between locations.  
Client will be responsible for any work that is not specifically related to this SOW.  
Client will be responsible for all costs related to installations of new equipment not related to this project or any other improvements that client should choose to implement during the timeline of this project.

## FEE SCHEDULE

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Quote QU7216 and QU7220 are attached for Client consideration. The estimate has detailed pricing for all services and labor to complete this project.

Required payment schedule:

1. Hardware and equipment will be billed at time of order and will be billed against customer provided purchase order.
2. 50% of labor and Project Management are due at the time of execution of PO, SOW or agreement and will be billed against customer provided purchase order.
3. 50% of labor and Project Management are due upon system acceptance and against customer provided purchase order.

Net 30 terms apply to invoices generated from this SOW.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: Scott Reilly Date: 2022-08-02

B.O. 22-256

## EXHIBIT B - PREVAILING WAGE REGULATIONS

1. **Prevailing Wage Regulations.** This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:  
<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>
  - Prevailing Wage Rates for Public Works Contracts in Oregon issued July 1, 2022.
  - Prevailing Wage Rates Apprenticeship Rates issued July 1, 2022.
  - a. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.845; OAR 839-025-0010.
  - b. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e).
  - c. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a).
  - d. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c).
  - e. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
  - f. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b).
  - g. The Contractor must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c).
  - h. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d).
  - i. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B).
  - j. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.
2. **Compliance with ORS 279C.** The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:
  - a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
  - b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
  - c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).

- d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
- e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
- f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
- h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this 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. ORS 279C.515(3).
- j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.

- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the County, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The 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. ORS 279A.110
- t. Unless contrary to federal law, the Contractor 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.
- u. Unless contrary to federal law, the 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.
- v. 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.*

### **3. Bonds Required.**

- a. **Public Works Bond.** Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a 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.

- 4. Retainage.** The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after

50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. Such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
- b. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

B.O. 22-256

# Signature Certificate

Reference number: ERUYM-MHCJ8-HWWWV-MPDBB

Signer	Timestamp	Signature
<b>Scott Reilly</b> Email: scott.reilly@commnw.com		
Sent:	02 Aug 2022 00:23:08 UTC	
Viewed:	02 Aug 2022 00:23:36 UTC	
Signed:	02 Aug 2022 15:21:04 UTC	
<b>Recipient Verification:</b>		IP address: 50.231.196.58
✓ Email verified	02 Aug 2022 00:23:36 UTC	Location: Oregon City, United States

Document completed by all parties on:  
02 Aug 2022 15:21:04 UTC

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B.O. 22-25b