

**AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND BRIGHTSIDE ELECTRIC & LIGHTING SERVICES, INC.**

THIS AGREEMENT for services ("Agreement") is entered into by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon ("COUNTY") and **BRIGHTSIDE ELECTRIC & LIGHTING SERVICES, INC.**, an Oregon corporation, PO Box 930, Carlton, OR 97111 (the "CONTRACTOR"), whose Federal Employer Identification No. is # 46-0511743.

BRIEF PROJECT DESCRIPTION:	Fire Alarm System Upgrade for the Moore Building, located at 420 NE 5 th St, McMinnville, OR 97128 (hereinafter referred to as the "Project").
TOTAL NOT-TO-EXCEED AMOUNT:	\$ 42,950.00

WHEREAS, CONTRACTOR submitted a quote in response to a request for quotes issued by Yamhill County Facilities Manager, Joe Moore; and

WHEREAS, COUNTY has determined that CONTRACTOR's quote will best serve the interest of the COUNTY; and

WHEREAS, COUNTY requires the work, goods, and services described herein, and the CONTRACTOR is willing, skilled, and agrees to provide all goods and perform all the work and services described herein, now, therefore, IT IS AGREED:

1. **Term of Agreement.** This Agreement shall be effective, and services required hereunder shall commence upon the start of the Work (as defined below), or the date the Agreement is executed by both parties, whichever earlier, and shall terminate upon the conclusion and acceptance of the Work, unless otherwise terminated or extended as provided herein.
2. **Consideration.** As consideration for the performance of all terms and conditions set forth in this Agreement, COUNTY shall pay the CONTRACTOR a sum not to exceed \$42,950.00. 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. If COUNTY fails to pay within forty-five (45) days of such date, the CONTRACTOR may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
3. **Work to be Performed by the CONTRACTOR.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY, the Work as detailed in CONTRACTOR's quote and the Project's design, plans, and specifications (the "Project Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the Fire Alarm System Upgrade and Installation and any related services required by or reasonably inferred from the Project Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Agreement) all other labor, materials, equipment, tools, permits,

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fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the CONTRACTOR's duties herein within the term of the Agreement.

- a. Additional Work Obligations. Additional Work obligations of the CONTRACTOR include the following:
 - i. The CONTRACTOR shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Project Documents, including, but not limited to, permits and licenses required for the provision of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The CONTRACTOR shall be responsible for all violations of the law in connection with the Work or caused by obstructing streets, sidewalks, or otherwise. The 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, COUNTY, and its offices, departments, divisions, members, agents, officers, and employees.
 - ii. The CONTRACTOR shall keep on the Project site for a minimum of one (1) day per week or as deemed necessary by the COUNTY, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to COUNTY and who shall represent the CONTRACTOR on the site. Directions given to the superintendent by COUNTY's authorized representative shall be confirmed in writing provided to the CONTRACTOR by COUNTY.
 - iii. The CONTRACTOR shall ensure all of CONTRACTOR's staff and subcontractors and subcontractor's staff comply with all correctional facility safety and security procedures and pass any background checks deemed necessary or desirable by COUNTY. Before assigning any employee, including a supervisor, to perform Work or services under this Agreement, the CONTRACTOR must provide the COUNTY with a criminal history check performed by the Oregon State Police for that employee through the CJIS system. The Yamhill County Sheriff's Office will perform any required finger printing of the employee at the COUNTY's expense. The COUNTY will reimburse the CONTRACTOR for the CONTRACTOR's payments to the Oregon State Police for obtaining the criminal history check on its employees CONTRACTOR proposes to assign to provide Work or services under this Agreement
 - iv. The CONTRACTOR will not assign an employee, including a supervisor, to perform Work or services under this Agreement if the COUNTY elects to reject the employee because the employee was convicted of a felony or a misdemeanor involving moral turpitude
 - v. The CONTRACTOR will remove any employee from providing Work or services under this Agreement if the COUNTY elects to have the employee removed because the COUNTY finds in its sole discretion that the employee is untrustworthy, unreasonably loud, violent, or disruptive to COUNTY business
 - vi. The CONTRACTOR will remove any supervisor from providing Work or services under this Agreement if the COUNTY elects to have the supervisor removed because the COUNTY finds in its sole discretion that the supervisor is inexperienced or poses a security risk
 - vii. CONTRACTOR's supervisor shall be responsible for assuring that all outside doors of all affected COUNTY buildings are locked following completion of Work or services at the building.
 - viii. The CONTRACTOR shall prepare, review for compliance with the Project Documents, approve, and submit to COUNTY drawings, product data, samples, and similar submittals required by the Project

Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of COUNTY or of separate contractors.

- ix. The CONTRACTOR shall confine equipment, storage of materials, and operation of Work to the limits indicated by Project Documents, law, ordinances, permits, or directions of COUNTY's authorized representative. The CONTRACTOR shall follow COUNTY's authorized representative's instructions regarding use of COUNTY premises, if any.
 - x. In addition to abiding by the terms and conditions stated herein, the CONTRACTOR shall abide by and conform to all obligations asserted by the CONTRACTOR in their quote, attached hereto as Exhibit A and incorporated herein. If any discrepancy exists between a provision in this Agreement and a provision in Exhibit A, the provisions of this Agreement shall prevail.
 - xi. CONTRACTOR shall provide all hardware, equipment, systems software, and third party software required to successfully complete the Project and the Work hereunder and CONTRACTOR hereby grants COUNTY a nonexclusive, irrevocable, perpetual, worldwide license and right to use of all software and third party software provided as part of the Project and Work hereunder.
- b. Compliance with ORS 279B.220/279C.540. If applicable, for all Work provided under this Agreement, the CONTRACTOR shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the COUNTY or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the CONTRACTOR does not pay promptly any claim that is due for the Work furnished to the CONTRACTOR by any subcontractor in connection with this Agreement, COUNTY may pay such claim and charge that payment against any payment due to the CONTRACTOR under this Agreement. COUNTY's payment of a claim does not relieve the CONTRACTOR or its surety, if any, from their obligations for any unpaid claims.
4. **Warranty Work.** Neither the final payment nor any provision of the Project Documents shall relieve the CONTRACTOR from responsibility for defective Work and, unless a longer period is specified, the CONTRACTOR shall correct all defects that appear in the Work within a period of one (1) year from the date of substantial completion, except for latent defects which will be remedied by the CONTRACTOR at any time they become apparent. COUNTY shall give the CONTRACTOR notice of defects with reasonable promptness. The CONTRACTOR shall perform such warranty work within a reasonable time after COUNTY's demand. If the CONTRACTOR fails to complete the warranty work within such period as COUNTY determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, COUNTY may perform such work and the CONTRACTOR shall reimburse COUNTY all costs of the same within ten (10) days after demand without affecting the CONTRACTOR's obligations.
5. **COUNTY Responsibilities.**
- a. COUNTY shall provide contract administrative services for the Project through COUNTY's authorized representative. COUNTY's authorized representative may engage and delegate authority to such additional staff and professional and technical consultants as COUNTY deems necessary to assist in performing its administrative tasks. The CONTRACTOR shall direct all Project communications to COUNTY in accordance with the Project Documents, or as COUNTY directs in writing.
 - b. COUNTY and its designated representatives shall have free access to the Work at all times. The CONTRACTOR shall not carry on Work or services except with the knowledge of COUNTY and its designated representatives. COUNTY may require special inspection or testing of any portion of the Work

or services, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the CONTRACTOR from any obligations herein.

- c. Except for permits and fees that are the CONTRACTOR's responsibility under the Project Documents, COUNTY shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.
6. **Subcontractors.** COUNTY reserves the right to reject any subcontractor proposed that is not pre-approved by COUNTY or provided in the CONTRACTOR's proposal. Further, CONTRACTOR shall not retain a subcontractor to which COUNTY has a reasonable objection. CONTRACTOR shall pay all subcontractors as required by CONTRACTOR's contracts with those subcontractors. CONTRACTOR agrees that COUNTY has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of CONTRACTOR or otherwise ensure that CONTRACTOR makes full and timely payment to those subcontractors for Work or services performed on the Project.
 7. **Agreement Modifications.** Unless otherwise stipulated in the Project Documents attached hereto, COUNTY may modify this Agreement as follows:
 - a. Minor Changes in the Work. COUNTY may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Agreement sum or the Agreement time. These minor changes may include details to clarify the Work to be performed. Via e-mail or letter, the CONTRACTOR must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
 - b. Change Order Procedures. Either COUNTY or the CONTRACTOR may initiate a request for proposed changes in Work or services to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in Work or services, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The CONTRACTOR must then sign form and submit it to COUNTY for final approval and authorization.
 - c. Amendments. This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, and COUNTY ordinance. No amendment shall bind either party unless in writing and signed by both parties.
 8. **Declaration of the Nature of the Contractual Relationship.** The CONTRACTOR agrees that the CONTRACTOR is an independent contractor and not an employee of or agent of COUNTY. COUNTY shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR.
 9. **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. Any and all (i) COUNTY 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.

10. Workers' Compensation Provisions.

- a. The CONTRACTOR may employ workers, and if the CONTRACTOR employs workers, the CONTRACTOR shall obtain and at all times, keep in effect Workers' Compensation insurance. The CONTRACTOR represents to COUNTY that it presently maintains coverage sufficient to meet the requirements of Oregon law through The Travelers Indemnity Company, Policy No. TRK-UB-8049X51A-18.
- b. The parties hereto specifically agree that this Agreement will render the CONTRACTOR and the CONTRACTOR's employees, if any, ineligible for benefits under ORS 656.029 and that COUNTY shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the CONTRACTOR or the CONTRACTOR's employees.
- c. The CONTRACTOR knowingly waives any rights, as against COUNTY, under the Workers' Compensation Law.
- d. The CONTRACTOR agrees that all employers, working under this Agreement, including but not limited to the CONTRACTOR, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. Any contractors or subcontractors who are not subject workers under ORS 656.027 who will provide Work or services under this Agreement agree to either elect workers' compensation coverage under ORS 656.128 or specifically release COUNTY from any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the contractors or subcontractors were subject workers under ORS 656.027.

11. Indemnification. CONTRACTOR shall indemnify, defend, save, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the CONTRACTOR, its subcontractors and any of its officers, agents, or employees performing under this Agreement. The 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 Agreement.

- a. Environmental Contamination. The CONTRACTOR will be held responsible for and shall indemnify, defend, and hold harmless the COUNTY and any department or office of the COUNTY 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 Agreement which occur as a result of, or are contributed to, the negligence or actions of CONTRACTOR or its personnel, agents, or subcontractors, or any failure to perform in accordance with the Project Documents (except to the extent otherwise void under ORS 30.140).
- b. Infringement. CONTRACTOR shall defend COUNTY against any claim, demand, suit, or proceeding made or brought against COUNTY by a third party alleging that the use of the purchased products, Work, or services as performed or permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim") and shall indemnify, save, and hold harmless COUNTY for any related damages, attorney fees, and costs incurred by COUNTY as a result of, and for amounts paid by COUNTY

as a result of, any Claim; provided that COUNTY (a) promptly give CONTRACTOR written notice of the Claim; (b) give CONTRACTOR sole control of the defense and settlement of the Claim (provided that CONTRACTOR may not settle any Claim unless the settlement unconditionally releases COUNTY of all liability); and (c) provide to CONTRACTOR all reasonable assistance, at CONTRACTOR's expense. In the event of a Claim, or if CONTRACTOR reasonably believes the purchased products, Work, or services performed hereunder may infringe or misappropriate, CONTRACTOR may in its reasonable discretion and at no cost to COUNTY (i) modify the purchased products, Work, or services performed hereunder so that they no longer infringe or misappropriate, (ii) obtain a license for COUNTY's continued use of the purchased products, Work, or services in accordance with this Agreement, or (iii) terminate COUNTY's use upon 30 days' written notice and refund to COUNTY any fees covering the remainder of the term of such COUNTY license use subscriptions after the effective date of termination.

- c. Granting of Authority Required. Neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend the claim in the name of the COUNTY or any department or office of the COUNTY, nor purport to act as legal representative of the COUNTY or any of its departments or offices without first receiving from the COUNTY's legal counsel authority to act as legal counsel for the COUNTY, nor shall the CONTRACTOR settle any claim on behalf of the COUNTY without the approval of the COUNTY's legal counsel. The COUNTY may, at its election and expense, assume its own defense and settlement.

12. **Insurance.**

- a. General Liability. The CONTRACTOR shall obtain, and at all times keep in effect, commercial general liability insurance covering activities and operations of the CONTRACTOR. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products, and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, which includes the following minimum limits, or the minimum limits stated below, whichever is higher:

- ~~(1) \$2 million~~ ^{\$1 million} to any single claimant, and ~~\$4 million~~ ^{\$2 million} to all claimants, for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
- (2) \$2 million for any single claimant for all claims arising out of a single accident or occurrence; and
- (3) \$4 million for any number of claims arising out of a single accident or occurrence.

The CONTRACTOR has obtained insurance required by this section through Policy No. 6155596, written by FEDERATED MUTUAL

- b. Professional Liability. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than ~~\$2,000,000~~ ^{\$10,000}, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project, Work, or services provided under the Agreement.

The CONTRACTOR has obtained insurance required by this section through 05.20.2023

- c. Automobile Liability Insurance. The CONTRACTOR shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of Work and services under this Agreement. This coverage may be written in combination with the Commercial General Liability

Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance shall include the following minimum limits: ~~\$4 million~~ ^{\$1 million} (for all claimants for claims arising out of a single accident or occurrence) for all bodily injury, death, and property damage, for any number of claims arising out of a single accident or occurrence.

i. The CONTRACTOR has obtained insurance required by this section through Policy No. _____, written by _____.

d. General Insurance Provisions.

i. All insurance policies shall be written on an occurrence basis and be in effect for the entire term of this Agreement. Written authorization from the COUNTY is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Agreement plus for three (3) years after the termination of this Agreement.

ii. Insurance coverage shall apply on a primary and non-contributory basis.

iii. Prior to commencing Work or services, the CONTRACTOR shall furnish current Certificate(s) of Insurance for all required insurance to COUNTY. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the COUNTY, and its departments and offices, and its officers, employees, agents, and volunteers are additional insureds with respect to the CONTRACTOR's Work and services provided under this Agreement and that there shall be no cancellation, termination, or non-renewal of the required insurance without at least thirty (30) days written notice from the CONTRACTOR or its insurer to COUNTY. If requested by COUNTY, complete copies of insurance policies shall be made available for inspection by representatives of COUNTY.

e. Policy Changes. In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) business days.

13. Termination.

a. COUNTY's Termination for Convenience. COUNTY may terminate this Agreement in whole or in part whenever COUNTY determines that termination of the Agreement is in the best interest of COUNTY. COUNTY will provide the CONTRACTOR with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After such notice, the CONTRACTOR shall provide COUNTY with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall CONTRACTOR be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.

b. COUNTY's Termination for Cause. COUNTY may immediately terminate this Agreement without liability or penalty for any of the following causes by the mailing of written notice to the CONTRACTOR at the CONTRACTOR's address provided herein, specifying the cause:

i. The CONTRACTOR breaches any of the provisions of this Agreement. The CONTRACTOR shall be liable for any and all damages suffered by COUNTY as the result of the CONTRACTOR's Breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;

- (1) In the event of breach for unsatisfactory performance or nonperformance, the COUNTY Board of Commissioners is the sole judge of the CONTRACTOR's unsatisfactory performance or nonperformance.
 - ii. The CONTRACTOR no longer holds all licenses or certificates that are required to perform the Work or services required under this Agreement;
 - iii. The COUNTY lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the COUNTY, in the exercise of its reasonable discretion, to pay for the CONTRACTOR's Work or services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Work or services under this Agreement are prohibited or the COUNTY is prohibited from paying for such Work or services from the planned funding source.
 - c. The CONTRACTOR's Termination for Cause. The CONTRACTOR may terminate this Agreement for cause if COUNTY fails to pay the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may also terminate this Agreement for cause if COUNTY commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement and such breach or failure is not cured within thirty (30) calendar days after delivery of the CONTRACTOR's notice, or such longer period as the CONTRACTOR may specify in such notice.
 - d. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. COUNTY may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.
- 14. Default.**
- a. Declaration of conditional default. At the option of COUNTY, COUNTY may declare a conditional default by giving written notice to CONTRACTOR if CONTRACTOR fails to perform or comply with any term or condition of this Agreement or if CONTRACTOR dissolves, ceases to exist or becomes inactive as an limited liability company.
 - b. Declaration of final default after opportunity to cure. After COUNTY declares a conditional default for a reason specified in subsection (a), CONTRACTOR shall be given 15 days to perform or comply with the Agreement provision giving rise to COUNTY's declaration of conditional default. If CONTRACTOR performs or complies within 15 days, then COUNTY shall withdraw the conditional default. If CONTRACTOR fails to perform or comply within 15 days, COUNTY may declare a final default by giving written notice to CONTRACTOR at any time after the expiration of 15 days. A decision by COUNTY not to declare a final default in one circumstance shall not bar COUNTY from declaring a final default in another circumstance.
- 15. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 16. Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the CONTRACTOR until such time as the COUNTY has accepted the work and services as provided in this Agreement.

17. **Records Maintenance; Access.** The CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the CONTRACTOR shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the CONTRACTOR's performance hereunder. The CONTRACTOR acknowledges and agrees that the COUNTY, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the CONTRACTOR for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
18. **Assignment; Delegation; Successors.** The CONTRACTOR shall not assign, delegate, nor transfer any of its rights or obligations under this Agreement without COUNTY's prior written consent. COUNTY's written consent does not relieve the CONTRACTOR of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the CONTRACTOR's agent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
19. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
20. **Entire Agreement; No Collusion.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification, or change of terms or provisions 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 entering into this Agreement, represents that its quote for this Project is made without connection with any person, firm or corporation making or refraining from making a quote for the same or similar project and was in all respects fair and without collusion or fraud
21. **Compliance with Applicable Laws.** The CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of goods and/or services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
22. **Compliance with Oregon Procurement Statutes.** If applicable, the CONTRACTOR shall comply with the following statutory regulations:
 - 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 Agreement. ORS 279C.505 (1)(a).
 - b. The CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of this Agreement. 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 demonstrate that it has in place an employee drug testing program. ORS 279C.505(2).
- e. The CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- 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 shall promptly pay, as due, all persons supplying labor and services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Agreement as the claim becomes due. If the CONTRACTOR fails to pay any such claim, COUNTY may pay the claim and charge the payment against the funds due or to become due the CONTRACTOR by reason of the Agreement, pursuant to ORS 279C.515(1).
- h. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from COUNTY, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. The CONTRACTOR shall make payment to any person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from 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 ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement 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)
- k. The CONTRACTOR 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 Agreement. ORS 279C.525
- l. The 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 or injury, to the employees of the CONTRACTOR, 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).
- m. If the CONTRACTOR is a subject employer, the CONTRACTOR will comply with ORS 656.017. ORS 279C.530(2).

- n. No person shall be employed by the CONTRACTOR for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) 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 forty (40) hours a week and for work performed on any legal holiday specified in ORS 279C.540.
 - o. 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.
 - p. The CONTRACTOR shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by the CONTRACTOR or subcontractor shall be in accordance with ORS 701.420 and 701.430.
 - q. The CONTRACTOR shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
 - r. 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: a payment clause that obligates the CONTRACTOR to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the CONTRACTOR by the contracting agency under the Agreement; and an interest penalty clause that obligates the CONTRACTOR, if payment is not made within thirty (30) days after receipt of payment from the contracting agency, 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.
 - s. The CONTRACTOR shall comply with ORS 279C.605 regarding Notice of Claim.
23. **Certification of Compliance with ORS 279A.112.** The individual signing this Agreement on behalf of the CONTRACTOR certifies that the CONTRACTOR has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that complies with the requirements of ORS 279A.112(2)(b). The undersigned further certifies that the CONTRACTOR will maintain said policy and practice it in full force and effect throughout the entire term of this Agreement.
24. **Prevailing Wage Regulations.** This Agreement may be subject to the Prevailing Wage Regulations. If so, this Agreement will be 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/WHD/PWR/Pages/index.aspx>
- Prevailing Wage Rates for Public Works Contracts in Oregon issued January 2020.
 - Prevailing Wage Rates Apprenticeship Rates issued January 2020.
- a. The CONTRACTOR shall provide COUNTY with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; 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 Agreement 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, 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 employer 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 Agreement.
25. **Foreign Contractor.** If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, the CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. COUNTY shall withhold final payment under this Agreement until the CONTRACTOR has met this requirement.
26. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the COUNTY (and/or any other agency or department of COUNTY) and the CONTRACTOR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim 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. The CONTRACTOR hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.
27. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which

notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

a. COUNTY's Contact Information

Joe Moore
Facilities Manager
Yamhill County
535 NE 5th Street
McMinnville, OR 97128
(503) ___ - ___ / (503) ___ - ___
moorej@co.yamhill.or.us

b. CONTRACTOR's Contact Information

Bradley Satter
971.237.5057

28. **Tax Certification.** The individual signing this Agreement on behalf of the CONTRACTOR certifies under penalty of perjury both individually and on behalf of the CONTRACTOR that he or she is authorized to act on behalf of the CONTRACTOR and that the CONTRACTOR is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
29. **Survival.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
30. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.
31. **Certification of reading and understanding of documents; Precedence.** The CONTRACTOR certifies it has read and fully understands all Project Documents including the solicitation documents and terms and conditions. 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 Proposal or any other contract document including this Agreement, this Agreement shall take precedence.**
32. **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.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN 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 hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below.

YAMHILL COUNTY
CONVERGINT TECHNOLOGIES, LLC INC.
BOARD OF COMMISSIONERS

BRIGHTSIDE ELECTRIC & LIGHTING
SERVICES, INC.

Lindsay Berschauer

Commissioner LINDSAY BERSCHAUER

[Signature]

By: _____
Date: 2/15/23

Kit Johnston

Commissioner KIT JOHNSTON

[Signature]

Commissioner MARY STARRETT

Date: 3.2.23

FORM APPROVED BY: *[Signature]* 3/8/23

Christian Boenisch, County Counsel

Date: _____

[Signature]
Kenneth Huffer

Office of
County Administrator
535 NE Fifth Street
McMinnville, OR 97128

Accepted by Yamhill County
Board of Commissioners on
3.2.23 by Board Order
B.O. 23-73

Exhibit A

(see attached)

Exhibit B

(see attached)

 <p>BRIGHT SIDE Electric & Lighting Services Inc.</p>	<p>BrightSide Electric & Lighting Services, Inc.</p> <p>Mailing: P.O. Box 930 Carlton, OR 97111 Phone: 503-852-7900 Cell: 971-237-5057 Fax: 503-852-9573 CCB #153860 E-Mail: salter.brightsideelectric@gmail.com</p>
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**Yamhill County Moore Bldg.
420 NE 5th St.
McMinnville, Oregon 97128
Attn. Joe Moore
December 20, 2022**

Brightside Proposes to Install, Program, Test and Monitor the following equipment,

- 1. SK6820 FACP and cellular communicator with dedicated 120vac- 20amp circuit**
- 35. Smoke detectors (Hallways, Group Rooms, Elevator Shaft and Equipment room)**
- 1. Fire alarm annunciator at main entry**
- 3. Heat detectors (Kitchen, Elevator shaft and equipment room)**
- 6. Manual Pull stations (All exits)**
- Ceiling mounted white Horn-strobes (Hallways, parking area and Group room locations)**
- Ceiling mounted white strobes (Bathrooms and hallways)**
- Elevator Recall and Shunt trip equipment. (Primary, secondary, shunt trip and fire hat)**
- Provide City of McMinnville Life safety permitting and Fire marshal Inspection**

All wiring will be new riser rated, no existing equipment will be used, all fire devices will be mounted on ceiling boxes, Brightside will provide new building drawings and Documentation box.

Estimated Price: \$42,950.00

B.O. 23-42.