

**CONTRACT FOR GENERAL SERVICES
TILLAMOOK COUNTY AND NORTHWEST CONTROL COMPANY, INC.
JUSTICE FACILITY HVAC DDC CONTROLS UPGRADE**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and NORTHWEST CONTROL COMPANY, INC. hereafter called "contractor", for the project entitled " JUSTICE FACILITY HVAC DDC CONTROLS UPGRADE", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods and services provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Forty-Five Thousand Four Hundred and 00/100 Dollars (\$45,400.00), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is December 30, 2022.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 General Conditions;
 - 3.3 Public Contract Provisions; and
 - 3.4 Proposal Dated: 10/28/2021.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to perform and complete the work herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.
6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to the performance of this contract. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and

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expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided in the applicable specifications and schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

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8.6 Notices

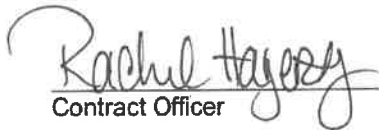
Any notice required or permitted under this contract shall be in writing and deemed given when:

8.6.1. Actually delivered, or

8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 7th day of July, 2022.


Contract Officer

Dated this 14 day of July, 2022.

CONTRACTOR: NORTHWEST CONTROL COMPANY, INC.


Jack Bickford
PO Box 22919
8750 SE McLoughlin Blvd
Milwaukie, Oregon 97222
503-656-9205
jackb@northwestcontrol.com

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Dated this 17th day of August, 2022.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

David Yamamoto, Chair

____ ____ ____ / ____

Erin D. Skaar, Vice-Chair

____ ____ ____ / ____

Mary Faith Bell, Commissioner

____ ____ ____ / ____

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

William K. Sargent
County Counsel

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GENERAL CONDITIONS

CONFLICTS

In case of conflict between the general conditions and the project specifications (also known as "special provisions"), the project specifications shall govern.

START OF WORK

The contractor is not authorized to go onto the property on which the work is to be done, nor move materials, equipment or workers onto that property, nor to start on-site work until the contract with the county is signed, the county sends the contractor written notice to proceed with the work.

The contractor shall coordinate with the county's designated representative in accordance with the project specifications.

DESCRIPTION OF WORK (also known as project special provisions or specifications)

Contractor shall execute details of the contract in accordance with the attached project specifications.

LIQUIDATED DAMAGES

If the contractor fails to have all the work completed by the contract completion date, the contractor shall be assessed liquidated damages. The actual cost to the public for the failure of the contractor to complete the work on time will be difficult and/or impractical to determine. Therefore, it is agreed the contractor pay the county, not as a penalty but as liquidated damages, Four Hundred Dollars (\$400) per calendar day for each day after the contract completion date until all of the contract work is completed.

PROGRESS PAYMENTS

The contractor shall receive progress payments for the work completed at the end of each month.

Progress payments will be based upon estimates of the work completed, that are approved by the county's designated representative, as of the end of the month.

Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.

The payments will be made within thirty (30) days after the receipt of the contractor's invoice. Monthly invoices shall be submitted simultaneously to:

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Facilities Department
Attn: Kevin Jolly
201 Laurel Avenue
Tillamook, Oregon 97141

LIABILITY INSURANCE

The contractor shall obtain and maintain such public liability and damage insurance as will protect the contractor for any and all claims for damage or personal injury, including death, which may arise from the operations under the contract. Such insurance shall provide coverage for not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

RECYCLING

If the project proposal includes demolition, the contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective in accordance with ORS 279C.510(1).

ENVIRONMENTAL AND NATURAL RESOURCES LAWS AND RULES

Various federal, state and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this contract. These agencies include, but are not limited to Tillamook County, Oregon Department of Environmental Quality, Oregon Department of Forestry, the Division of State Lands, State Health Division, Oregon Department of Fish and Wildlife, Oregon Land Conservation and Development Commission, Oregon Department of Transportation, U.S. Fish & Wildlife, U.S. Environmental Protection Agency, National Marine Fisheries, U.S. Army Corps of Engineers, U.S. Department of Agriculture and U.S. Forest Service. If the successful bidder awarded the project is delayed or must undertake additional work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to the enactment or new or the amendment of existing statutes, ordinance or regulations

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relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the public contracting agency may:

1. Terminate the contract;
2. Complete the work itself;
3. Use non-agency forces already under contract with the public contracting agency;
4. Require that the underlying property owner be responsible for cleanup;
5. Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of ORS 279C.335; or
6. Issue the successful bidder a change order setting forth the additional work that must be undertaken.

WORK BY OTHERS

County's representative will track contractor progress. Details of county's representative involvement with the contractor are outlined in the project specifications.

WARRANTY

Contractor shall warrant all project work, labor and materials performed in accordance with these contract documents for one year after the date of substantial completion of the work subject to the following, if applicable:

1. Terms of an applicable special warranty required by the contract documents, or
2. Extension of start of the one (1) year warranty time period based upon completion of portions of outstanding work to be completed after notice of substantial completion. The specific details of what comprises substantial completion shall be prepared and submitted by the contractor to the owner for approval/concurrence.

CORRECTION OF WORK

For any portion of project work found not to be in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. Owner will give such notice promptly after discovery of the condition. The one (1) year warranty on such corrected work will begin when the correction has been made.

SCHEDULES & INSPECTIONS

All work is to be inspected during construction by the county's representative.

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Schedules and inspections coordination with the county's representative shall be in accordance with the project specifications.

PERMITS

The contractor shall obtain and pay for all permits and connection fees pertaining to the construction of this project as required with the following exception:

1. The county has obtained the required environmental clearance permit for the project construction as outlined in the plans.

The contractor shall pay all other permit fees including utility connection fees and monthly invoices related to utilities usage for project work. See project specifications for more information.

All contractor paid permit and connection fees shall be incorporated into the Bid Form Part I Quote (except as noted above) under the General Requirements bid item.

END OF GENERAL CONDITIONS

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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person 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, contractor shall pay the employee at least time and one-half (1 and 1/2) pay for

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all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
 1. Termination of this contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and

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3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END PUBLIC CONTRACT PROVISIONS

N.C.C.
NORTHWEST CONTROL COMPANY, INC.

8750 SE McLoughlin Blvd, Milwaukie OR 97222 Phone:
503-656-9205 Fax: 503-656-7609

Proposal

Customer:

Tillamook County, Jail
Attn: Lt. Silveira
Attn: Kevin Jolly

Date	Proposal #
10/28/2021	JB

RE: Tillamook Jail DDC upgrades for efficiency upgrades

Scope of Work

Upgrade Front End Controller:

To N4 platform for secure access, better trending and energy savings/tracking functions. Existing JACE controller is obsolete and no longer supported.

Cost: \$10,400.00

AC-1 and associated VAV controllers

Remove obsolete controller for AC-1, install new Honeywell Spyder controller program and update graphics.

Implement duct static reset control.

Install occupancy sensors for set-back on existing VAV box controls associated with AC-1

Cost: \$35,000.00

Work to be performed during normal business hours

Total excludes taxes, credit card fees and third party billing fees. Budget: \$45,400.00

THIS CONTRACT IS VOID 30 DAYS FROM PROPOSAL DATE UNLESS SIGNED AND RETURNED TO BIDDER CONTRACTOR'S GUARANTEE

We guarantee all material used in this contract to be specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations, requiring extra labor or material, will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements made with our workers are not recognized. We comply with all workers compensation and property damage liability insurance laws.

Date: 10/28/2021

Signed: *Jack Bickford*

ACCEPTANCE OF BID

The above specifications, terms, and contract are satisfactory, and (I/we) hereby authorize the performance of their work.

Signed:

Northwest Control Company Terms and Conditions

Acceptance of Terms

By requesting and authorizing service from Northwest Control Company to perform service on your building, your company has agreed to the following terms and conditions listed below.

Service Work and Billable Charges

All service work will be billed at Time and Material unless a proposal has been signed by both parties. All on-site Service Work is subject to a Truck Charge per technician per day. Service sites located outside the Portland/Metro OR Bend area are billed per mile. Minimum Charges: one (1) hour for on-site service call and 1/2 hour for remote service calls. Diagnostic time and trouble shooting time is billable at standard rates. Emergency Calls/Afterhours: are billed at a Labor Rate of time-and-half; Holidays are billed at Double Time. Labor is paid on a port-to-port basis. Scheduled Service on Sunday is billed at Double Time.

Site Access and Safety

The client will provide reasonable means of access to all equipment. NCC will be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with the client's representative. Customer is responsible for providing or securing equipment necessary to access equipment including but not limited to scissor lifts, scaffoldings and ladders. The Customer will ensure that NCC personnel or representatives are provided a safe and secure work environment at all times while they are onsite to enable work to be carried out.

Payment Terms

Payment Terms are Net 30 for approved applicants. Past due accounts will be subject to an 18 percent annual finance charge. Credit Cards: A processing fee of four (4) percent will be applied for credit card payments. Third Party Billing: Customers utilizing third-party-billing portals will be billed per hour for set-up and enrollment at the standard Administrative Labor Rate. Invoices will be subject to a flat Administrative Fee as well as any actual costs incurred by NCC to submit invoices. Customer shall not be entitled to withhold from, set off against or otherwise reduce any payments unless agreed upon in writing by a Corporate Officer of NCC.

Warranty

LIMITED WARRANTY: All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by NCC is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company. It is agreed that, in providing the system or services, NCC is not an insurer, and does not guarantee that no damage or injury to persons or property will occur. NCC's responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring or performing any obligation under the agreement will be limited only to losses proximately caused by NCC's negligence. IN NO EVENT WILL WE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, SPECULATIVE OR REMOTE DAMAGES. NCC warrants that the work performed hereunder shall be done in a work like manner and shall be of workmanlike quality. NCC's liability depends upon proper operation and maintenance by Customer, NCC is not liable if the defect or failure is caused or contributed to, by accident, alteration, improper use or abuse by Customer or others.

Limitation of Liability

NCC or its Subcontractors or vendors shall never be liable in contract, tort, negligence, strict liability, warranty or otherwise for any special, indirect, incidental or consequential damages, such as, but limited to loss of anticipated profits or revenue, loss of use of power system, nonoperation or increased expense of operation of other equipment, cost of capital, cost of purchased or replacement power, or claims of your customers for service interruptions. Your remedies contained in this Contract are exclusive. Our liability with respect to any contract or anything done in connection with any contract or from the manufacture, sale, delivery, resale, installation, or technical consultation, repair, replacement or use of any equipment covered by or furnished under this Contract whether in contract, in tort, in warranty, in strict liability, or otherwise, shall not exceed the purchase price.

Cancellation

Customer must provide ten (10) business days advance written notice of any cancellation. It is agreed that it would be difficult to calculate the actual damages related to any cancellation of this Contract. Therefore, in the event of cancellation, both parties have agreed that as a liquidated damage amount, not as a penalty, the Customer will pay ten (10) percent of the total price of the Contract as reimbursement for administrative expenses incurred in preparation for our performance under the Contract plus actual expenses incurred and/or which have been committed on the Customers behalf. Dates
All specified dates shall be interpreted as "estimated dates" and in no event shall any date be construed as falling within the legal meaning of "time is of the essence."

Delays

NCC will not be liable for damages caused by delay in installation or interrupted service due to weather, fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, vandalism, war, act of God or any other cause beyond NCC's reasonable control.

Protection of Equipment

When equipment is ready for delivery and delivery is delayed or postponed by Customer for any cause, then Customer shall arrange for storage of the equipment and shall assume the risk of loss or damage and shall be responsible for any charges in connection with storage and reconditioning.

Notices

All notices given under this Contract shall be in writing and shall be deemed received when delivered in person to a corporate official of with party, sent via email with receipt confirmation or mailed by certified mail to the party address specified below or at such address supplied by Customer on Set-Up Form and/or Purchase Orders. Notices to NCC shall be sent to the following address: Northwest Control Company PO Box 22919 Milwaukie OR 97269.

Compliance with Law

NCC shall comply with all laws applicable to the duties in the performance of this Contract including the Fair Labor Standards Act, as amended, the non-discrimination provisions of Executive Order 11246, as amended and the Occupational Safety and Health Act of 1970, as amended.

Governing Laws and Jurisdiction

Both parties agree that this Contract shall be construed and the rights and liabilities of the parties determined by the laws of the State of Oregon. The parties agree to exclusive venue and jurisdiction of courts within the State of Oregon for all actions, proceeding, claims, counterclaims, or cross claims arising directly or indirectly in connection with, out of, or related to this agreement. The parties further agree they waive any right that may have to transfer or change the venue of any litigation brought in accordance with these terms.