

TILLAMOOK COUNTY AND JIMCO ELECTRICAL CONTRACTING INC.
PREVAILING WAGE RATE CONTRACT FOR CONSTRUCTION
NETWORK WORKSTATION INSTALLATION
DISTRICT ATTORNEY OFFICE REMODEL

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and JIMCO ELECTRICAL CONTRACTING INC., hereafter called "contractor", for the project entitled "NETWORK WORKSTATION INSTALLATION DISTRICT ATTORNEY OFFICE REMODEL" 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 services provided by contractor to county shall be in the amount quoted in the "Bid Form" which is the cost to county of Sixty-Six Thousand Five Hundred Sixteen and 16/100 Dollars (\$66,516.16), unless otherwise adjusted in accordance with the terms of this contract.
2. The time of completion for this project is June 30, 2024.
3. Contract documents:
 - 3.1 The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1.1. This Contract;
 - 3.1.2. General Conditions;
 - 3.1.3. Public Contract Provisions;
 - 3.1.4. Proposal # 23673 Dated November 23, 2023;
 - 3.1.5. City of Salem Contract No. 201023; and
 - 3.1.6. Performance Bond;
 - 3.2 The following contract documents are specifically incorporated herein by reference in their entirety:
 - 3.2.1. Oregon Prevailing Wage Rate Bulletin dated July 5, 2023.

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.

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6. Contractor shall not permit any lien or claim to be filed or prosecuted against the county and 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 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.

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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.

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.

8.7 Breach

Contractor agrees to immediately notify county of any potential unauthorized breach, use or disclosure of data or information, and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.

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 this 19th day of December, 2023.


Contract Officer

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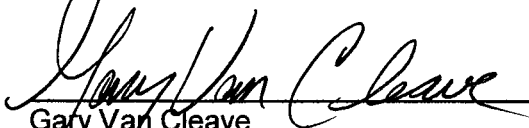
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Dated this 20TH day of DECEMBER, 2023.

CONTRACTOR: JIMCO ELECTRICAL CONTRACTING INC.



Gary Van Cleave
1100 Airway Road
Lebanon, Oregon 97355
541-258-6111
garyv@jimcoelectrical.com

Dated this ____ day of _____, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Erin D. Skaar, Chair	___	___	___/___
_____ Mary Faith Bell, Vice-Chair	___	___	___/___
_____ David Yamamoto, Commissioner	___	___	___/___

ATTEST: Christy Biggs,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent,
County Counsel

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GENERAL CONDITIONS

1. CONFLICTS

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

2. START OF WORK

2.1 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 and the contractor has filed the public works bonds required in the invitation to bid.

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

3. TIME OF COMPLETION

The contract completion date for this project shall be June 30, 2024.

4. 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.

5. 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.

6. PROGRESS PAYMENTS

6.1 The contractor shall receive progress payments for the work completed at the end of each month; less a five percent (5%) retainage. Additional retainage of twenty-five percent (25%) of amounts earned will be withheld

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and released according to ORS 279C.845 when the contractor fails to file the certified statements required in ORS 279C.845.

- 6.2 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.
- 6.3 Progress payments will include payment for materials delivered to the site, but not incorporated into the work. To receive progress payments for these materials the contractor shall provide the county with statements or invoices by the supplier stating the type, quantity and cost of the materials. Progress payments shall not be considered acceptance or approval of any work or waiver of any defects therein.
- 6.4 Contractor requests for progress payments shall be in a format following the bid line items to facilitate project cost tracking.
- 6.5 The payments will be made within thirty (30) days after the receipt of the contractor's invoice. Monthly invoices shall be submitted simultaneously to:

Board of Commissioners' Office
Attn: Rachel Hagerty
201 Laurel Avenue
Tillamook, Oregon 97141

7. PERFORMANCE BOND

The successful bidder will be required to furnish a Performance and Labor & Material Bond in the amount of one hundred percent (100%) of the contract as security for the faithful performance of this contract and as security for payment of all persons performing labor under this contract and furnishing materials in connection with this contract.

8. PUBLIC WORKS BOND

Before starting work, the contractor and sub-contractors shall each file with the Construction Contractors Board and maintain in full force and effect, a separate public works bond, in the amount of Thirty Thousand Dollars (\$30,000) unless otherwise exempt, under ORS 279C.836(7) or (8). The contractor shall verify sub-contractors have filed a public works bond before the sub-contractor begins work.

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9. 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.

10. RECYCLING

10.1 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).

10.2 If the project proposal includes lawn and landscape maintenance, the contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective.

11. 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.

12. WARRANTY

12.1 Contractor shall warrant all project work, labor and materials performed in accordance with these contract documents for one (1) year after the date of substantial completion of the work subject to the following, if applicable:

12.1.1. Terms of an applicable special warranty required by the contract documents, or

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- 12.1.2. 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.

13. 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.

14. SCHEDULES & INSPECTIONS

- 14.1 All work is to be inspected during construction by the county's representative.
- 14.2 Schedules and inspections coordination with the county's representative shall be in accordance with the project specifications.

15. PERMITS

- 15.1 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:
- 15.1.1. The county has obtained the required environmental clearance permit for the project construction as outlined in the plans.
- 15.2 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.
- 15.3 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.
2. The contractor shall include in each sub-contract for property or services entered into by the contractor and a first-tier sub-contractor, including a material supplier, for the purpose of performing this contract:
 - 2.1 A payment clause that obligates the contractor to pay the first-tier sub-contractor for satisfactory performance under its sub-contract within ten (10) days out of such amounts as are paid to the contractor by the county under this contract; and
 - 2.2 An interest penalty clause that obligates the contractor, if payment is not made within thirty (30) days after receipt of payment from the county, to pay to the first-tier sub-contractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the sub-contract pursuant to ORS 279C.580. A contractor or first-tier sub-contractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier sub-contractor did not make payment when payment was due is that the contractor or first-tier sub-contractor did not receive payment from the county or contractor when payment was due. The interest penalty shall be:
 - 2.2.1. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
 - 2.2.2. Computed at the rate specified in ORS 279C.515(2).
 - 2.3 A provision requiring the sub-contractor to have a public works bond filed with the Construction Contractors' Board before starting work on the project, unless exempt.
 - 2.4 A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.
3. The contractor shall include in each of its sub-contracts, for the purpose of performance of such contract condition, a provision requiring the first-tier sub-contractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580(4) in each of its sub-contracts and to require each of its sub-contractors to include such clauses in their sub-contracts with each lower-tier sub-contractor or supplier.
4. If the contractor or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with a public contract, the

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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.

5. A dispute between the contractor and a sub-contractor relating to the amount of entitlement of a sub-contractor to a payment or a late payment interest penalty under a clause including in the sub-contract, pursuant to this section, does not constitute a dispute to which the county is a party. The county shall not be included as a party in any administrative or judicial proceedings involving such a dispute.
6. The rights, duties and obligations of the contractor, sub-contractors and county with respect to relations with the contractor shall be as set forth in ORS 279C.580 incorporated herein by reference.
7. 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.
8. Contractor shall not permit any lien or claim to be filed or prosecuted against the county on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
9. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
10. Contractor shall demonstrate to the county, within ten (10) days of receiving a notice of award, that contractor has an employee drug testing program pursuant to ORS 279C.505(2).
11. 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.
12. If the contractor or a first-tier sub-contractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public

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- contract for a public improvement within thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier sub-contractor 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 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 contractor or first-tier sub-contractor on the amount due is nine percent (9%) annum. The amount of interest may not be waived.
13. 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.
 14. 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 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 279C.540.
 15. 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.
 16. This is a contract subject to prevailing wage rates. Contractor shall comply with the provisions of ORS 279C.840 to 279C.870. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. Every sub-contract shall contain a provision imposing the requirements of this program.
 17. All employers including contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its sub-contractors complies with these requirements.

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18. All sums due the State Unemployment Compensation Fund from the contractor or any sub-contractor in connection with the performance of the contract shall be promptly paid.
19. 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.
20. 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.
21. 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:

FEDERAL AGENCIES:

Agriculture, Department of
Forest Service
Natural Resources Conservation Service
Defense, Department of
Army Corps of Engineers
Environmental Protection Agency
Interior, Department of
US Fish and Wildlife Service
Bureau of Land Management
Bureau of Indian Affairs
Bureau of Reclamation
Labor, Department of
Occupational Safety and Health Administration

STATE AGENCIES:

Agriculture, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Land Conservation and Development Commission
Soil and Water Conservation Commission

LOCAL AGENCIES:

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City Council
County Court
County Commissioners, Board of
Port Districts
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts

Pursuant to ORS 279C.525(1). 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 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:

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

END OF PUBLIC CONTRACT PROVISIONS

Proposal

JIMCO ELECTRICAL CONTRACTING INC.

Phone (541) 258-6111 Fax (541) 258-6292

1100 Airway Road, Lebanon, Oregon 97355

CCB# 1466

27 November 2023

Proposal # 23673 Rev.1

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Jeff Underwood
I.T. Director
Tillamook County

Re: Network Upgrade 2nd Floor

SUBJECT: Installation of (41) Network Workstations 2nd Floor.

- 1) Provide labor & material to install (40) Network workstations with (2) Cat 6 cables.
- 2) Provide labor & material to install (1) Network workstation with (8) Cat 6 cables. (Justice Court)
- 3) Provide labor & material to install (2) Wireless Access Points. (1) Cat 6 cable each.
- 4) Provide labor & material to install (1) Network Cabinet to be mounted in a Storage closet.
- 5) Provide labor & material to re-route Fiber Optic cable into New Network Cabinet. (New F.D.U.)
- 6) Provide labor & material to install appropriately sized conduit for Network workstations where needed.
- 7) Provide labor & material to terminate, test, and label all above listed cabling.
- 8) Removal of unused Network cabling materials.

Labor: \$52,457.00

Material: \$13,564.00

Corporate Tax: \$495.16

Second Floor Total: \$66,516.16

This estimate is based on the Contract Jimco Electrical and the City of Salem are bound by. All material and labor charges fall under that said Contract. Jimco Electric acknowledges that this is a Prevailing wage Project and will adhere to all requirements of such.

This estimate assumes that Jimco Electric can safely access and have the ability to move in Attic spaces to install Network Cabling. If Attic Space is found to be unsafe or inaccessible additional charges will be added to the purchase of Surface raceway and to cover Labor for installation of Surface raceway and coring required.

Exclusions

- Owner provided equipment is not covered under JIMCO Electrical warranty.
- Painting, other than factory finished.

Conditions of Proposal

- All work will be performed during normal working hours and will be completed without the interference by owner, General Contractor, or any other subcontracted trades.
- This price is valid for sixty days and is subject to a mutually acceptable contract.
- All work will be performed during normal working hours.

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Proposal

JIMCO ELECTRICAL CONTRACTING INC.

Phone (541) 258-6111 Fax (541) 258-6292

1100 Airway Road, Lebanon, Oregon 97355

CCB# 1466

- If any legal action is initiated for any breach of this agreement or nonpayment for services, the prevailing party shall be entitled to its reasonable attorney fees and costs related to such legal action.
- All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Terms

Net 30 days. Service Charge after 30 days plus 1 1/2% per month (18% per annum).

Estimator: Gary Van Cleave, Project Manager Authorized Signature *Gary Van Cleave*

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Please feel free to call me at (541) 258-6111 with any questions or concerns. _

