

**AGREEMENT FOR CONSTRUCTION SERVICES
(Yamhill County and S&S Electrical Contractors, LLC)**

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon, (referred to as Owner in this Agreement), acting by and through its Yamhill County Sheriff's Office ("YCSO"), and **S&S Electrical Contractors, LLC**, an Oregon limited liability company, PO Box 1789, McMinnville, OR 97128, Federal Tax Identification Number 01-0963924 (referred to as "Contractor" in this Agreement) for the project known as Yamhill County Sheriff's Office Evidence Building Surveillance and Alarm System (referred to in this Agreement as the "Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

A. Owner has budgeted funds to perform the Project. Owner conducted a competitive quote process to select a vendor to complete the Project. Contractor's quote was deemed by Owner to best serve Owner's interests and is acceptable to Owner. This Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project.

B. This Agreement includes by reference the following Contract Documents that are part of the Project:

- (A) Call for Quotes, dated June 28, 2019, and Contractor's Quote
- (B) Performance and Payment Bond (if any)
- (C) This Agreement
- (D) Agreement Amendments (if any)
- (E) Insurance Certificates
- (F) Notice of Substantial Completion or Project Acceptance
- (G) Warranty Period

AGREEMENT: In consideration of the mutual covenants contained below, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents identified above, including but not limited to Contractor's Quote dated November 18, 2019, and the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance if the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. If required by Owner, the Contractor will file a suitable payment and performance bond before it commences Project work and services.

2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.

B.O. 19-461

3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed and will complete the same by no later than January 15, 2020, unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.

4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.

5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$118.84 (equal to Contract Price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.

6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's responsive bid schedule for the fixed sum of \$23,769.45, unless the Contract Price is modified by executed Change Order. Payment shall be made in accordance with Contractor's proposal, submitted as part of contract document A, incorporated herein by this reference. Upon satisfactory completion of Project tasks, the Contractor shall notify the Supervisor in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts, if any. Upon receipt of written notice, Supervisor will review the Project work and services completed to date and if acceptable, Supervisor shall authorize payment of applicable retained amounts, if any.

7. **RESERVED**

8. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

9. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

10. **RESERVED**

11. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state, or local tax laws, rules, or

regulations or any federal, state, or local laws, rules, codes, or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

12. **Certification of reading and understanding of documents; Precedence.** The Contractor certifies it has read and fully understands all Contract Documents including 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 any Contract Document, including this Agreement, this Agreement shall take precedence.

13. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions or Contractor's proposal such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order.

14. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions or Contractor's proposal, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner. For this project, the installation warranty shall be 365 days from the date of Project Acceptance. The warranty for parts and hardware (cameras, network video recorder, and other associated hardware) shall be three (3) years from the date of Project Acceptance.

15. **RESERVED**

16. **Status of the Project Supervisor.** Captain Chris Ray, Operations Captain, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

17. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor, or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

18. **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 Owner has accepted the work and services as provided in this Agreement.

19. **Indemnification. Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.**

20. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
3. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Owner 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.
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner. The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

21. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

22. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its bid for this Project is made without connection with any person, firm, or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

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

24. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

25. **Attorney fees and costs.** Except as provided in Section 24(b), 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.

26. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

27. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

28. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

29. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE 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 NOTICE 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 executed, or caused to be executed, on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

S&S Electrical Contractors, LLC

YAMHILL COUNTY, OREGON

By: *Ben Sullivan*
Print Name: Ben Sullivan
Title: owner
Date: 11/18/2019

By: *Rick Olson*
Rick Olson, Chair
Date: 11-26-19

Fed. Tax I.D. No: 01-0963924

Tim Svenson

Contractor
Registration No: Oregon CCB# 189180

Tim Svenson, Sheriff
Date: 11/18/2019

APPROVED AS TO FORM

Christian Boenisch
Christian Boenisch
County Counsel

Accepted by Yamhill County
Board of Commissioners on
11/26/19 by Board Order
19-461

Exhibit A

(see attached)

B.O. 19-461
Exhibit "A"
Pg 1 of 5.



S&S ELECTRICAL
CONTRACTORS, LLC.

Quote

Date: 11/18/2019
Expiration Date: 12/18/2019

From: Nathan Long
Superintendent I.V Systems
PO Box 1789
McMinnville, OR 97128
503.816.4293

To: SGT Bowdle
Yamhill County Sheiff
535 NE 5th Rm 14
McMinnville Ore 97128
503-474-8001

Salesperson	Job	Payment Terms	Due Date
		Net 30	

Yam.Co.Evidence Intr.

Qty	Part #	Description	Unit Price	Line Total
1.00	V128FBPT	Honeywell Vista commercial fire/intrusion control	\$387.73	\$387.73
4.00	6160-	Honeywell alpha keypad	\$136.79	\$547.16
1.00	IGSMV4G	Honeywell 4G cellular communicator	\$154.80	\$154.80
3.00	5808W3	Honeywell wireless smoke detector	\$76.79	\$230.37
7.00	5809SS	Honeywell wireless rate-of-rise heat detector	\$64.79	\$453.53
11.00	5800PIR-COM	Honeywell wireless motion detector	\$103.19	\$1,135.09
5.00	5818MNL	Honeywell wireless door sensor	\$37.19	\$185.95
1.00	1076CD-N	Interlogix DPDT door sensor	\$20.63	\$20.63
1.00	EA400-12	EnviroAlert 4 zone temp module	\$325.19	\$325.19
2.00	TEMP-L-S	Winland low temp probe	\$33.59	\$67.18
1.00	5881ENH	Honeywell wireless receiver	\$123.59	\$123.59
1.00	5800RP	Honeywell repeater	\$99.59	\$99.59
1.00	0E-OUTDSIREN	Outdoor siren	\$45.59	\$45.59
1.00	0E-WALLSIREN	Indoor siren	\$6.59	\$6.59
400.00	11045801-	22/4 stranded 500'	\$0.08	\$32.00
200.00	52505501-	16/2 stranded	\$0.17	\$34.00
1.00	SRW18US	Tripp-Lite wall mount enclosure	\$701.99	\$701.99
1.00		Hardware, connectors, wirepath accessories	\$124.80	\$124.80
45.00	Labor	Install, program, test, & train	\$90.00	\$4,050.00

Total: \$8,725.78

This is a quotation on the goods named, subject to the conditions noted below:

Parts And Labor Listed Only

Quote is to install multi-partition Intrusion system at evidence storage.

Monitoring available at 20.00 per month, w/ 10.00 hookup fee

To accept this quotation, please sign here and return:

Signature: _____

Thank you for your business!

SCOPE OF WORK

Name of Company: S&S Electrical
Project Name: Yamhill Country Sheriff Evidence Building
Project Manager: Noe Mendez
Prepared by:
Date: 10/21/2019

The Scope of Work is the official description of the work that is to be completed during the contract. **The Scope of Work must be consistent with the project timeline.**

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Providing a Security and Video Surveillance to the interior and exterior of the Evidence building

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project.

Task No.	Task	Equipment & Services Needed	Equipment Delivery Date	Reporting Head
1	Cabling the building	A list of all equipment is provided in the quote that was submitted		Ben Sullivan

PROBLEM STATEMENT

By installing these systems it will help prevent theft, intrusion and fire.

PROJECT GOALS

GOAL
To provide a secure building
HOW GOAL WILL BE ACHIEVED
Monitoring the exterior and interior of the building with Video cameras and Security devices will help keep the building secure

ESTIMATED MILESTONES SCHEDULE

Estimated Schedules	
Project Milestone	Target Date
Project Started	10/28/2019
cabling	10/31/2019
Project Completed	11/14/2019

PROJECT APPROACH PLAN

Starting with the security system we plan on wiring the Evidence building with the necessary cable,
then installing the devices needed to provide a secure environment

By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Project Approval & Signatures			
Project Name:	Yamhill Country Sheriff Evidence Building		
Project Manager:	Noe Mendez		
<p><i>The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement among the Project Manager, Project Sponsors and Owners with respect to the objectives and scope of the project before significant resources are committed and expenses incurred.</i></p>			
<p><i>I have reviewed the information contained in this Project Scope Statement and agree:</i></p>			
Name	Title/Role	Signature	Date

B.D.19-461
Exhibit "A"
Pg. 5 of 5