

DESIGN/BUILD PUBLIC IMPROVEMENT CONTRACT REQUEST FOR PROPOSAL (RFP)

Jackson County Fire District #1 (formerly known as Rogue River RFPD) Solar + Energy Storage System Construction

Issued By Jackson County Fire District #1, 5474 North River Road, Gold Hill OR 97525

Jackson County Fire District #1 is seeking proposals from qualified Contractors to provide design-build services for the design and subsequent construction of turn-key Solar + Energy Storage System at the District's main station, located at 5474 North River Road, Gold Hill OR 97525.

Point of Contract (POC): Michael Hammond, Fire Chief, Project Manager, Grant Manager
mhammond@rogueriverfd.com

Copies of the Request for Proposals, contract terms, conditions and specifications may be viewed at rogueriverfd.com between May 13 ,2026 and June 5, 2026. No hard copy of the RFP documents will be available.

Optional Site Visit: May 20, 2026 at 11:00 a.m. PST

Questions Deadline: May 27, 2026 4:00 p.m. PST

Response Date: June 5, 2026, 4:00 p.m. PST

The District will hold a preproposal meeting on May 20, 2026 at 10:00 a.m. at 5474 N River Road, Gold Hill, OR 97525 or via Teams. Teams meeting link is available on district website at rogueriverfd.com. Attendance at this meeting is optional. Statements made by District representatives at the preproposal meeting are not binding on District, unless confirmed by written addendum.

Proposals must be received no later than **June 5, 2026, at 4:00 p.m. Pacific Time**. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be submitted in sealed envelopes and plainly marked on the outside, "Request for Proposals—Solar + Storage Energy System; Attention: Michael Hammond." Proposals may be submitted by mail or in person to Jackson County Fire District #1, Michael Hammond, Fire Chief, 5474 North River Road, Gold Hill OR 97525. Faxed and emailed Proposals will be rejected as non-responsive. The Jackson County Fire District #1 may reject any proposal not in compliance with this RFP or not in compliance with public proposal submission procedures at its

sole discretion. Proposers must register with Jackson County Fire District #1 by providing an email address to the POC above to receive answers to questions sent in the form of addendums.

Acknowledgment of receipt of all addendums is a requirement of proposal submission.

No prequalification will be required for submittal of a Proposal. This Contract will be for a public work, subject to ORS 279C.800 to 279C.870.

PUBLISHED

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Section 1 - Introduction

Jackson County Fire District # has issued this Request for Proposals (RFP) pursuant to District Public Contracting Rules (District Rules) 137-049-0650 and -0680. Award is subject to District Contract Review Board and District Board approval after public hearing on **July 8, 2026 at 7:30am PST**.

Project summary

District seeks to obtain firm fixed price proposals for full-scope design-build services for a solar plus storage. The goal of this project is to construct a resilient on-site solar plus storage system to support facility operations during a power outage, offset operating costs, enhance sustainability, and support the Fire District Operations in the event of a catastrophic electrical grid failure.

The system will provide power to the larger grid system when operating under everyday circumstances. **When required, due to an emergency event, the system must island itself from the grid system and continue to provide power to the location fire station.**

Funding for the complete scope has been authorized by the Jackson County Fire District #1 and includes grant funding from Oregon Department of Energy.

Ownership model

Jackson County Fire District #1 will own the system from its construction.

Background

Jackson County Fire District #1 is susceptible to an array of hazards including fires, ice storms, earthquakes, heat waves, and high winds that are increasing in frequency and severity. These events commonly correspond with power outages, which amplify threats to health, safety, and other essential services by disrupting community lifelines.

The Fire Station has been identified as a critical facility that supports the community through Fire-EMS response and I also an alternate 911 dispatch location.

Section 2 - Scope of Work

Project Description

The scope of the project engineering, procurement, and construction contract shall include all components and tasks that are necessary to design, build, and deploy a turn-key Solar + Storage system that meets the Districts' goals, objectives, and requirements, based on the conceptual design included in Appendix G: 'Feasibility Study'. Please note that design Proposals should adhere to the specifications in the RFP.

Project Budget Range

The anticipated budget for this contract is between \$585630 - \$603630.

Project Location

The project will be located at the following location:
Jackson County Fire District #1
5474 North River Road, Gold Hill OR 97525
42.42986, -123.16061

Project Schedule

Construction must begin before **October 2, 2026**, and must be completed by **October 2, 2027**.

Project Objectives:

- I. Install solar photovoltaic (PV) system
- II. Install battery energy storage system (BESS)
- III. Complete electrical infrastructure reconfiguration and upgrades
- IV. Interconnect, test, permit, and commission system

Further detail on each objective is provided in the following sections.

I. Install solar photovoltaic (PV) system

The Proposer shall complete all tasks necessary to design, engineer, install, and deploy a new solar PV system that is a minimum of 87 kW.

The Proposer shall be responsible for all aspects of design, engineering, permitting, interconnection, procurement, installation, commissioning, deployment, etc. for this PV system, incorporating preliminary design provided by the County.

The Proposer shall take into consideration the visual impact of the system in choosing and designing the structure supporting the solar panels.

II. Install battery energy storage system (BESS)

Battery energy storage capacity shall be the primary grid-forming resource. Assuming optimal BESS state of charge (SoC), storage resources shall be specified to provide power and energy capacity of approximately 180 kWh battery backup.

The Proposer shall be responsible for all aspects of design, engineering, permitting, interconnection, procurement, installation, commissioning, and deployment of this BESS.

III. Complete electrical infrastructure reconfiguration and upgrades

The Proposer scope shall include developing secure communication and control protocols and human operator interface systems for monitoring and managing all subsystems. The Proposer scope shall include producing a System Integration and Control Manual (the “Control Manual”), describing the control systems, subsystems (e.g., DER and load management controls), and human interface systems, how they are integrated for

interoperation, and all onsite user control and data retrieval processes.

IV. Complete electrical infrastructure reconfiguration and upgrades

Currently, the system is served by Pacific Power via a three phase (120/240/480V, 4W) distribution line. The proposed budget must include estimates of costs related to onsite distribution and interconnection.

The Proposer scope of responsibility shall include all interconnection, protection, and safety systems, integrated automatic transfer switch (ATS) and other switching systems as required to support stable transitions to and from grid operations. Preferred systems will support seamless transitions and automatic resynchronization and reconnection to the utility distribution system when utility power is restored.

The Proposer shall be responsible for all aspects of design, engineering, permitting, procurement, Installation, and commissioning infrastructure, including all required electrical and communications cables and other electrical infrastructure.

V. Interconnect, test, commission, and provide usage documentation for the system

The Proposer shall coordinate and perform all tasks required to obtain interconnection approval from Pacific Power, install and test interconnection protection and control systems, verify the safety and code compliance of installed systems, test and validate the system's performance, and commission the system for ongoing operations.

Proposers shall provide a site-plan with their proposal, which shows the location of the solar PV array(s), inverter(s), point of interconnection (POI) and the electric service location on the property, along with the route of conductors for interconnection per utility application requirements. Commissioning shall include providing a complete operations and maintenance (O&M) manual, and training to enable Jackson County Fire District #1 staff to perform required operational tasks and routine maintenance.

Section 3 - Technology and Equipment Standards

State Standards

The Proposer shall follow all required standards provided by the State, including the statewide building codes under IBC 2021. All work and products must conform to state standards.

PV Modules

PV modules shall be commercial off-the-shelf products that conform to the UL 1703 standard. PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under standard testing conditions (STC). PV modules that do not satisfy this warranty condition within the Performance Guarantee period shall be replaced.

Inverters

Inverters shall be commercial off-the-shelf products that conform to the UL 1741 and IEEE 1547 standards. Note: Different utilities have different requirements for the invertors and other technologies that can be used and connected to the grid. Proposer will communicate with Jackson County Fire District #1 Pacific Power to understand all pertinent information.

The inverter shall have at a minimum the following features:

- UL/ETL listed
- Peak efficiency of 96% or higher
- Inverter shall have operational indicators of performance and have built-in data acquisition and remote monitoring.
- The inverter shall be capable of parallel operation with the existing AC power. Each inverter shall automatically synchronize its output waveform with that of the Electric Distribution Company upon restoration of power.

Racking

Racking systems shall be designed and implemented to conform to the UL 2703 standard.

Monitoring system

The system shall include a web-based monitoring system showing system performance that can be accessed by Jackson County Fire District #1. Data shall be available both in real time and historical data.

The Proposer shall provide networking equipment, engineering, programming, wiring, and software to allow remote connection to the County's local area network.

Pole Structures

- All panels shall be mounted on pole structures that are positioned over the west half of District property, the exact location of which will be determined in consultation with Jackson County Fire District #1.
- Preference will be given to proposals that allow for easily exchangeable panels as needed.
- To comply with the Oregon Structural Safety Code, structures will need to meet all of the Site-Specific Climatic and Geographic Design Criteria for the site, including at least 84 pounds per square foot of ground snow load.

The low edge of the solar canopies should be approximately 12 feet tall.

Section 4 - Submittal Instructions

While the District reserves the right to deviate from this schedule, milestones for the selection process are set forth below and will be followed to the extent reasonably possible*.

Milestone	Date
Deadline for Questions	May 27, 2026
Deadline for Addenda	May 22, 2026
Closing (Proposal Submittal Deadline)	June 5, 2026 at 4:00 PM
Notice of Intent to Award	July 15, 2026
District Board Review and Approval of Contract*	July 8, 2026 at 7:30 AM
Notice to Proceed for Design Phase	July 2026

* District reserves the right to interview one or more of the Proposers before finalizing selection

1. General

By submitting a proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without any collusion designed to limit competition. The District retains sole discretion in determining the award of an Agreement and reserves the right to reject all Proposals. The Jackson County Fire District #1 also reserves the right to change, cancel, or reissue this RFP at any time.

Furthermore, the RFP does not obligate the Jackson County Fire District #1 to accept or contract for any expressed or implied services. The successful Proposer must comply with local, state, and federal requirements regarding equal opportunity and employment practices.

The successful Proposer must complete this RFP in full to be considered and be qualified to conduct business in the State of Oregon.

Submittal of a Proposal indicates Proposer's intent to be bound by the terms of the contract attached to this RFP as Appendix C.

2. Site Visit

An optional Site Visit for prospective Proposers is scheduled for 11:00am. on Wednesday, May 20, 2026. All interested proposers will meet at the fire station for a walk through the system site and possible interconnection routes. Statements made by the District's representative, or the project manager at the site visit do not change the Solicitation Document unless the Jackson County Fire District #1 confirms such statements with a written Addendum to the Solicitation Document. Proposers must register for the site visit by **Monday, May 18 at 4:00 p.m.** by emailing mhammond@rogueriverfd.com.

3. Proposal Submittal

The proposal and all amendments must be signed and submitted no later than **4:00 p.m. local time, Friday, June 5, 2026**, to the address below.

Proposals must be received no later than **June 5, 2026, at 4:00 p.m.** Pacific Time. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be submitted in sealed envelopes and plainly marked on the outside, “Request for Proposals—Solar + Storage Energy System; Attention: Michael Hammond.” Proposals may be submitted in person at **5474 North River Road, Gold Hill OR 97525** or mailed to **Jackson County Fire District #1, Michael Hammond, Fire Chief, PO Box 1170, Rogue River, OR 97537**. Faxed and emailed Proposals will be rejected as non-responsive. Proposals will be opened at the bid submission deadline. Proposals submitted after the designated time or to the incorrect e-mail address will not be considered in the selection process.

All submissions are considered public documents unless there is data or information that is confidential due to its proprietary nature. Contractors must identify specifically those portions of their proposal that is confidential, if any, or contains confidential information. Any data or information considered confidential must be clearly marked “Confidential” and provided to the extent possible in a separate file and clearly marked in the file name that the contents are confidential.

Proposals may be modified or withdrawn by writing to the same e-mail address provided as the submission addresses prior to the Proposal Due Date. After the Proposal Due Date, no modifications will be permitted. Contractors may withdraw a proposal after the Proposal Due Date only upon submittal of a formal written notice to Michael Hammond at the submission e-mail address provided. Withdrawal of any proposal is immediately final, and Contractor will be disqualified from the performance of any work related to the Project.

The proposal, to be considered a valid proposal, must be signed by a principal officer or owner of the business entity that is submitting the proposal. Such a signature constitutes the Proposer’s representation that it has read, understood and fully accepted every provision of this RFP unless an exception is described above.

4. Protests

Potential Proposers who believe that the RFP is unnecessarily restrictive or limits competition may submit a protest in writing to Michael Hammond, Jackson County Fire District #1 Fire Chief. A protest shall include the reasons for the protest, the basis under the appropriate referenced sections of the OAR/ORS and suggested modifications that are believed to be necessary to remove the unnecessary restrictions to allow open competition. To be considered, a protest must be submitted within ten (10) calendar days of issuance of the RFP. Project Manager shall respond to any protest and, if necessary, shall issue any appropriate revisions to the RFP and will post these revisions as an Addendum to the RFP.

All protests are required to be directed to Michael Hammond, Project Manager, by email to mhammond@rogueriverfd.com.

If a protest is received in accordance with the section above, the proposal opening date may be extended, if necessary, to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

5. Proposal Submission and Signing

All requested forms and attachments (Business Statement, Acknowledgment Addenda) must be submitted with the proposal and in the required format.

6. Cost of Preparing a Proposal

The RFP does not commit the Jackson County Fire District #1 to pay any costs incurred by the Proposer in the submission or presentation of a proposal or in making the necessary proposal for the preparation thereof.

7. Interpretations and Clarifications

All questions regarding this RFP shall be directed to Michael Hammond at mhammond@rogueriverfd.com. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposed closing. If an addendum is necessary after that time, Jackson County Fire District #1, at its discretion, can extend the closing date.

Potential Proposers should register with Jackson County Fire District #1 to receive any issued addenda.

Proposers can register by sending an e-mail indicating their interest in the solicitation to mhammond@rogueriverfd.com.

Proposers should provide an e-mail address where addenda may be sent. Addenda issued must be acknowledged by the recipient by submitting the filled out "Acknowledgment of Addenda" as a part of the proposal. Only information provided in Addenda will be binding upon Jackson County Fire District #1.

8. District Project Manager

The Districts' Project Manager for this work will be Michael Hammond, Fire Chief.

9. Proposal Validity Period

Submitted proposals shall be valid and cannot be voluntarily withdrawn for a period of thirty (30) calendar days from the Proposal Opening Date.

10. Public Record

All bid material submitted by the Proposer shall become the property of the Jackson County Fire District #1 and is public record unless otherwise specified. A bid that contains any information that is considered a trade-secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. Confidential information or trade secrets cannot include any price information which has been submitted as a part of the proposal and open to public disclosure.

Section 5 - Proposal Content and Format

A. Format

To provide consistency in the review of the written proposals, firms are requested to prepare their proposals in the standard format specified below. All proposals should be single-spaced in no less than 11-point font with no less than 1" margins in an electronic format that permits faithful reproduction and printing, such as in PDF format, and submitted to the following address:

mhammond@rogueriverfd.com.

Proposals sent by mail or facsimile will not be accepted.

B. Title Page

The Proposer should identify the RFP title, name, and title of the Proposer's contact person, address, telephone number, e-mail address, and submission date.

C. Transmittal Letter

The transmittal letter should be no more than two (2) pages long and should include as a minimum the following:

1. A brief statement of the Proposer's understanding of the services to be performed;
2. Names of persons authorized to represent the Proposer, their title, email address, and telephone number (if different from the individual who signs the transmittal letter).

D. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

E. Firm and Project Team Qualifications

1. Identification of the individuals comprising the team assigned to this contract and what specific role each will take in completing the work, including a description of their qualifications and proof of licensing. Jackson County Fire District #1 reserves the right to approve final project team members.
2. Names and qualifications of any outside consultants and associates that will be employed to assist on this project.
3. Your current and past experience as it relates to the Scope of Work, as defined under Section 2. Where applicable, include a list of similar engagements completed on behalf of other local government agencies. Sample work products, including reports, are encouraged.

F. Technical Details

1. Proposed Solar Installation Information

- Solar Modules

- Solar Inverters
- Structure and Racking System
- Other Hardware
- Web Based Monitoring System
- If available, please include cut sheets for all the above as exhibits

2. Proposed Battery Installation Information

- Battery Modules
- Other Hardware

3. Proposed System Design

- Recommended system size
- Recommended system locations for both modules and inverters
- Dimensions of the system and estimated required area
- Route to interconnect with existing system
- Please include electrical and site-plan drawings showing system design and layout and interconnection route
- Example renderings of the structure being proposed

4. Proposed System Performance

- System output (kWh)
- Annual output de-rate factor
- Performance guarantee
- Please include copies of PVWatts, Helioscope, or other modeling software generation Report

5. Proposed Project Construction Budget

- Attach an excel file with a detailed breakdown of costs
- Pricing for a turnkey, installed system in both \$/W and dollars

6. Proposed Construction Schedule

- Provide a proposed project schedule that includes the major project milestones listed below. For each milestone, show the projected milestone completion date (expressed as number of weeks following contract execution). The Proposed Project Schedule is to include the following milestones:
 - o Contract execution
 - o Final project design / Applications for interconnection and permits filed
 - o Equipment ordered
 - o Notice to Proceed with Construction
 - o Mechanical completion
 - o System commissioning

o Permission to operate/ Place in service

7. Proposed Workmanship Guarantee

- Proposed Workmanship Guarantee

G. Prevailing Wage

This project meets the definition of a public works project as defined by ORS 279C.800(6)(a) and OAR 839-025-0004(25)(a) and is therefore subject to Oregon’s Prevailing Wage Law. No proposal will be received unless the proposal contains a statement that the proposer will comply with the requirements of ORS 279C. 800 to 279C.870. Contractors must pay the applicable prevailing wage rate and comply with all Oregon Bureau of Labor and Industries “BOLI” requirements pursuant to Prevailing Wage Law, including all contracts and subcontracts and in filing separate work bonds with the Construction Contractor’s Board, unless exempt under ORS 279C.836 and OAR 839-025-0015. This project will be subject to the October 5, 2025 BOLI Prevailing Wage Rates.

Amendments, available here: <https://www.oregon.gov/boli/employers/pages/prevailing-wagerates>.

H. Professional Qualifications

No proposal will be considered unless the proposer is registered with the Construction Contractors Board, as specified in OAR 137-049-0230, and is an Oregon licensed design professional or discloses that it is not an Oregon licensed design professional and identifies an Oregon licensed design professional(s) who will provide design services, as specified in OAR 137-049-0670(5).

I. Public Works Bond

Pursuant to ORS 279C.380, the Contractor shall furnish bonds in the form attached as Appendix D, covering the faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or approved prior to Contract execution by the District. The cost of the Bond shall be included in the Contract Sum. The amount of each Bond shall be equal to 100 percent of the Contract Sum. Failure to adhere to these requirements may be grounds for rejection of an intended Awardee.

Further, no proposal will be received unless the proposal contains a statement that the proposer, in accordance with ORS 279C.830(3) and before starting work on the Project, shall file a \$30,000

Public Works Bond with the Oregon Construction Contractors Board. Contract will include a requirement in every subcontract which requires the subcontractor to file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board in accordance with ORS 279C(3)(b) and before starting work on the project.

The apparent successful Proposer shall promptly furnish the required performance security upon the District’s request. If the Proposer fails to furnish the security as requested, the District may reject the Proposal and award the Contract to the Responsible Proposer with the next lowest

Responsive Proposal. Terms and requirements of this subsection are subject to the provisions of Appendix D, as set forth therein, or as subsequently negotiated by the District and the selected Proposer.

J. Drug Testing Certification

According to ORS 279C.505(2), the Proposer must demonstrate that it has established a drug testing program for its employees.

K. Resident Bidder

Bid must identify whether the bidder is a resident bidder as defined in ORS 279A.120

L. First-Tier Subcontractor Disclosure

According to ORS 279C.370, the Proposer must disclose the following information about any subcontract either in its Proposal submission or within four hours after RFP closing:

- (1) The subcontractor's name,
- (2) The category of work that the subcontractor would be performing, and
- (3) The dollar value of the subcontract.

If the Proposer will not be using any subcontractors that are subject to the above disclosure requirements, the Proposer is required to indicate that in the Proposal.

M. Disputes

Should any doubt or difference of opinion arise between the Jackson County Fire District #1 and a Proposer as to the items to be furnished hereunder or the interpretation of this RFP's provisions, the decision of the Jackson County Fire District #1 shall be final and binding upon all parties.

N. Jackson County Fire District #1 Personnel

No Officer, agent, consultant, or employee of the Jackson County Fire District #1 shall be permitted any interest in the contract.

O. Completion of Attached Forms

Please complete the following:

Appendix A: Business Statement

Appendix B: Acknowledgement of addenda (if any)

First Tier Subcontractor Disclosure Form

Public Works Bond Form

Employee Drug Testing Certification Form

P. Acceptance of Contract Terms

The Proposer is responsible for knowing and understanding the terms and conditions included in or applicable to this RFP. By signing and submitting a Proposal, Proposer acknowledges acceptance of and agrees to be bound by the terms and conditions of the contract, as shown in Appendix C, attached hereto and incorporated herein by reference.

Section 6 - Proposal Evaluation and Contract Award Procedures

A. Scoring Process

A selection committee will review the written proposals. Proposals will be evaluated to determine which best meet the County's needs. Evaluations will be conducted in accordance with the following:

Evaluation Criteria Weight Proposal submitted on time and complete Pass/Fail
Understanding of the Scope of Work, Technology and Equipment Standards, and general approach to the project 30 pts
Experience with projects of similar complexity and function 25 pts
Cost competitiveness 10 pts
Equipment proposed 20 pts
Qualifications of the Proposer's staff assigned to the project 15 pts
Total 100 pts

The Jackson County Fire District #1 reserves the right to invite top Proposers to interview with the selection team. This will provide an opportunity to clarify or elaborate on the proposal. The project manager will schedule the time and location and notify the selected firms.

B. Inquiries of References

The Jackson County Fire District #1 reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

C. Clarification of Proposals

The Jackson County Fire District #1 reserves the right to obtain clarification of any point regarding a proposal to obtain additional information necessary for evaluation. Failure of a Proposer to respond to such a request for additional information or clarification could result in their disqualification for selection.

D. Negotiations with Top Ranked Firm

Upon reviewing the proposals submitted, the Jackson County Fire District #1 will enter negotiations with the top-ranked firm. If the Jackson County Fire District #1 and the top-ranked firm are unable after good faith negotiations to agree to a price and general design, the Jackson County Fire District #1 will move to the second-ranked firm and enter negotiations. The process shall repeat until either the Jackson County Fire District #1 and a firm come to an agreed-upon price and general design, or the Jackson County Fire District #1 determines the project infeasible and elects to re-scope and re-solicit the work.

E. Proposals Rejection

The Jackson County Fire District #1 reserves the right to take the following actions:

1. Reject any or all proposals not in compliance with public procedures and requirements;
2. Reject any proposal not meeting the requirements set forth herein;

3. Waive any irregularities in proposals submitted;
4. Reject all proposals;
5. Award any or all parts of a proposal; and request references and other data to determine responsiveness.

F. Opening of Proposal

There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the Jackson County Fire District #1 will record and make available the identity of all Proposers after the opening.

G. Announced Awardee

It is anticipated that a tentative contract awardee will be announced in writing to each Proposer within thirty (30) days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative Awardee. The District will not be bound to the tentative contract awardee until a contract has been executed by the District, following close of the period for submitting protests and District Board award and authorization for the Fire Chief to sign the final contract.

Attachments

Appendix A: Scope of Work

Appendix B: Business Statement

Appendix C: Design-Build Agreement

Appendix D: Bonds

Appendix E: Public Contracting Code

Appendix F: Acknowledgement of Addenda

Appendix G: Feasibility Study

First Tier Subcontractor Disclosure Form

APPENDIX A

SCOPE OF WORK

GENERAL

- The System shall be installed by **October 2, 2027**.
- The Contractor shall possess the required licenses to perform the installation work.
- The solar photovoltaic array shall meet all requirements in order to receive the Oregon Department of Energy Grant.
- The Solar Storage System shall meet all applicable codes.

SYSTEM DESCRIPTION: SOLAR

The PV installation will be installed on the east side hill of the fire station.

System shall be substantially equivalent to the specifications outlined in the attached feasibility study (Appendix G), with exceptions allowed for the make and models of individual components

(12) POLE MOUNT ARRAYS, MT SOLAR, 5X3 CONFIGURATION

(180) QCELLS, Q.PEAK DUO XL-G10.3/BFG, 485WDC, MONOCRYSTALLINE QUANTUM SOLAR HALF CELLS

(3) SOL-ARC, 30K-3P-208 VOLTS, 45KVA, STRING INVERTER(S), 208 VAC, 3 PHASE, 4W

(3) SOL-ARK, L3-HVR-60KWH-30K BATTERY ENERGY STORAGE SYSTEM CABINETS

307 VDC NOMINAL, 61.44KWH, (55.3KWH USABLE) PER CABINET, INTEGRATED 200A DC DISCONNECT

- BATTERY MAX CHARGE/DISCHARGE = 61.44KW, 1200 AH, PER ESS CABINET
- ESS MAX CHARGE/DISCHARGE = 30KW PER CABINET
- (12) BATTERY MODULES/CABINET. BATTERY MODULE = 5.12KWH, 51.2V, 100AH

87.300KW DC – PV

90.000KW/135VA AC – PV

184.32KWH NAMEPLATE ENERGY CAPACITY, 3600AH (165.9KWH USABLE ENERGY CAPACITY) - ESS

SYSTEM DESCRIPTION: *BATTERY STORAGE SYSTEM*

The battery storage shall provide 180 kWh of power. The electrical panel will be reconfigured to isolate critical loads to the panel served by the batteries.

The District has an existing 25 kW generator for use during utility service outages but is currently limited to the amount of diesel fuel onsite. The District seeks a battery system connected to the solar array that could power a portion of their critical loads indefinitely and extend the operation of their generator

DESIGN, ENGINEERING AND PERMITTING

The Contractor must complete the design for all elements of the Project, including but not limited to, civil, structural, architectural, mechanical, and electrical engineering. All materials, equipment, workmanship and other items forming a part of the System shall comply with all applicable codes and regulations. Design documents prepared by the successful proposer shall conform to applicable codes, design professional standards and standards of care. The Contractor must work with the City of Gold Hill and other agencies as needed to ensure that plans and specifications meet relevant land use, building, and other applicable codes and must obtain the requisite building and other permits for the solar electric system prior to construction. The Contractor must provide two copies of the complete permit application and a copy of the approved permit along with any conditions provided by the permitting agency to the District.

The Contractor must submit to the District as-built drawings that detail the locations of all components of the Project. These shall be submitted within thirty days of commercial operation, and shall include a set of electronic and hard copy as-built drawings.

CONSTRUCTION

All costs associated with the construction of the solar electric system, including insurance coverage, will be the responsibility of the Contractor. The Contractor shall furnish all labor, materials, transportation, storage, and equipment rental costs to construct the entirety of the solar electric system in accordance with the final approved plans and specifications for the Project site. In the installation of the solar electric system, the Contractor and its subcontractors must comply with ORS 279C.800 through 279C.870 which will require the payment of prevailing wage rates to workers on the installation, project, and **obtaining a public works bond**.

Construction shall include any required components, and installation of the solar power system (including tie-ins to the existing utility electric service in accordance with the net metering and interconnection agreements with Pacific Power).

The Contractor shall arrange for all intermediate and final permit-required inspections, and all required documentation and inspections from Pacific Power to permit connection of the system to the building electrical service to obtain net metering benefits.

COMMISSIONING AND ACCEPTANCE TESTING

During system start-up, the Contractor shall ensure that the system achieves the performance requirements and operates as designed.

MAINTENANCE AND OPERATION OF THE SYSTEM

Upon system start-up, the Contractor shall supply to the District two copies of all component product data and component operation and maintenance manuals. Each component type must have a separate component identification and be labeled appropriately for content. The information must be sufficient for District staff to evaluate and ensure appropriate operation and maintenance is being completed over the life of the system, including repair timelines, detailed operation and maintenance procedures, and performance assurance standards and guarantees. Examples of components include PV modules, racking, inverter, net metering equipment, etc.

MONITORING

The proposed system must include an online turnkey remote data acquisition and display system that allows the district to monitor, analyze and display historical and live, solar electricity generation for all installed equipment.

APPENDIX B

BUSINESS STATEMENT

1. Name of Business:
2. Business Address:
3. Phone: _____ Email: _____
4. Business Classification (Check all that apply)
-Individual -Partnership -Corporation -Women or Minority Owned
5. Name of Owner:
6. Can firm meet insurance requirements specified in example professional services agreement (Appendix C)
Yes: No:
7. Are there claims that are pending against this insurance policy?
Yes: No:
If yes, attached explanation
8. During the past five years, has the firm, business, or any officer in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any officer in the firm or business (other than dissolution of marriage), or (3) claims filed with any insurance carrier concerning the firm, business, or any officer in the firm or with any insurance carrier concerning the firm, business, or any officer in the firm or business?
Yes: No:
If yes, attached explanation
9. Has company been in bankruptcy, reorganization or receivership in last five years?
Yes: No:
If yes, attached explanation
10. Has company been disqualified or terminated by any public agency?
Yes: No:
If yes, attached explanation
11. Proposal offers shall be good and valid for at least 60 days. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition?
Yes: No:

Having carefully examined all the documents of the solicitation, including the instruction, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information accepts all the terms and conditions contained in the sample professional services agreement template (Appendix C)

Authorized Signature: _____

Print Name: _____

APPENDIX C
SOLAR STORAGE ENERGY PROJECT RFP
DESIGN-BUILD AGREEMENT

Between: Jackson County Fire District #1 "Owner"
5474 North River Road
Gold Hill OR 97525

And: _____ "Contractor"

CCB License Number: _____

EFFECTIVE DATE: _____, 2026

RECITALS

- A.** Per District Rule 137-049-0680, District procured this Energy Savings Performance Contract (“Contract”) via a Request for Proposals to allow Owner to contract for the services of a single entity qualified to assume responsibility for all aspects of the design, construction and installation of the Project (defined below).
- B.** The project will be the design and installation of a Solar + Energy Storage System at the District’s main station at 5474 North River Road, Gold Hill, Oregon 97525, as more particularly described on **Exhibit A** (“Project”).
- C.** Contractor is licensed under the license number set forth in the caption to this Contract, is in the business of construction and has created a team of employees, contracted consultants and subcontractors capable of designing, constructing, and installing the System that complies with all of Owner’s “Project Requirements” (as described herein).
- D.** The construction of the Project will constitute a public improvement and a public work, subject to all applicable Oregon public contracting and prevailing wage requirements.

AGREEMENT

1. Contract Documents. The Contract Documents consist of the following, which are incorporated by this reference into the Contract:

1.1 Approved Change Orders and written amendments to this Contract, including any exhibits thereto.

1.2 This Contract, including **Exhibit A** – Owner’s Project Requirements, **Exhibit B** - the Public Contract Requirements under Oregon Revised Statutes (ORS) Chapter 279C.

1.3 All plans, specifications, and other instruments of service prepared for use in the construction of the Project and attached to this Contract at execution. Section 1.3 is the Project Description and is referred to as Specifications (Specifications).

1.4 Contractor's certificates of insurance set forth on required to be delivered by pursuant to the terms of the Contract Documents.

1.5 Contractor's performance bond in an amount equal to 100% of the cost of the Project.

1.6 Contractor's payment bond in an amount equal to 100% of the cost of the Project.

1.7 Contractor's public works bond in the amount required by Oregon law.

In the case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

2. Definitions. The following terms, when capitalized, shall have the definitions set forth below.

2.1 Project Coordinator. The term "Project Coordinator" means the individual authorized to act on behalf of Contractor for all purposes relating to the design and construction of the Project. Project Coordinator is considered a key person under this Contract. Any attempted substitution of the Project Coordinator without the prior written consent of Owner will be a material breach of this Contract. In the event such Project Coordinator becomes unavailable to Contractor, Contractor shall replace such Project Coordinator with a person having substantially equivalent or better qualifications than the Project Coordinator being replaced, and as approved by Owner. The identity and contact information for the Project Coordinator shall be:

NAME/TITLE: _____
ADDRESS: _____
PHONE: (____) _____
FAX: (____) _____
E-MAIL: _____

2.2 Project Manager. The term “Project Manager” means the individual authorized to act on behalf of Owner for all purposes relating to the design and construction of the Project. Until written notice of a change in Project Manager is provided to the Project Coordinator, the identity and contact information for the Project Manager shall be:

NAME/TITLE: _____, Fire Chief
ADDRESS: _____
PHONE: () _____
E-MAIL: _____

2.3 Work. The term “Work” means all of the services, labor and materials to be provided by Contractor under the Contract Documents, pursuant to the Specifications.

3. Parties; No Third-Party Beneficiaries. Contractor named in the caption to this Contract and Owner are the only parties to this Contract and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Contract. References in this Contract to any employee, consultant, subcontractor or other agent of either party are made for the purpose of the convenience of the two parties in determining their respective rights and obligations hereunder and are not intended to imply that such entities shall have any contractual rights hereunder. There are no intended third-party beneficiaries to this Contract.

4. Subcontractors and Consultants.

4.1 Subcontracts. The parties anticipate that Contractor will enter into one or more subcontracts for the procurement of certain labor and materials necessary to construct the Project. All subcontracts for services shall be issued under written agreements that incorporate relevant provisions of this Contract, including without limitation all applicable public contracting requirements. However, Contractor may waive any insurance requirement for a subcontractor, other than the requirement for general liability and workers compensation insurance, to the extent that Contractor considers such requirement unnecessary for a particular subcontractor. Owner shall be entitled to review any subcontract, upon request.

4.2 Contractor's Responsibility. Contractor shall be solely responsible for the selection, qualifications and performance of all consultants and subcontractors to Contractor. Whenever reference is made in this Contract to any act to be performed or thing to be furnished by Contractor, such reference shall also mean that professional or entity with whom or with which Contractor has contracted to perform such act or furnish such thing. Whenever reference is made in this Contract to any act to be performed or thing to be furnished by any professional, contractor or other supplier of services or things, such reference shall be construed to impose on Contractor the obligation and responsibility for the act to be performed or the thing to be furnished by the appropriate entity and in an appropriate and timely manner.

5. The Work. The “Work” under this Contract, for which Contractor shall be solely responsible, includes all of the services, labor, materials and supplies, documents, permits and other property required to complete the Project, except for any of the foregoing which this Contract expressly assigns as the responsibility of Owner. The Work shall include the following three phases: Design, Construction and Project Completion.

5.1 Work Product. All of the designs, plans, specifications and other intellectual property created under this Contract, whether provided or produced in electronic or other format (the “Design Work Product”) shall be deemed work for hire of which Owner shall be the author. Contractor hereby represents and warrants that it has acquired and hereby conveys and assigns to Owner all right, title, and interest in and to any and all of the Design Work Product created by itself or any of its subcontractors or consultants, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments and take such further action as Owner may reasonably request in order to fully vest such rights in Owner and to hold Owner harmless from and against any patent or copyright infringement claims by any of its subcontractors, consultants or employees. Owner agrees that it will only use the plans and

specifications for the Design Work Product for its own public purpose and shall not make any commercial use of the plans and specifications.

Materials already in Contractor's possession, or the possession of any of its subcontractors or consultants, or independently developed by Contractor or any of its subcontractors or consultants outside of the scope of this Contract, or rightfully obtained by Contractor or any of its subcontractors or consultants from third parties, shall belong to the Contractor or its subcontractors or consultants, as applicable.

5.1.1 Alteration. Contractor and its consultants and subcontractors shall forever waive any and all rights relating to the Design Work Product, including, without limitation, any and all rights arising under 17 U.S.C. § 106A; however, in the event Owner alters the Design Work Product in any manner, or uses it for a purpose or project other than that specifically identified and intended by this Contract without written verification or adaptation by Contractor, as appropriate, such alteration or use will be at Owner's sole risk, and Contractor shall be released, indemnified and held harmless by Owner to the extent permitted by applicable Oregon law, including, but not limited to, constitutional debt limitation provisions and the Oregon Tort Claims Act.

5.1.2 Use by Contractor, Consultants, Subcontractors. Without impairing the force of any agreement between Contractor and its subcontractors or consultants to the contrary, Owner shall never assert any claim against any entity who creates any portion of the Design Work Product, with respect to such entity's utilization of the Design Work Product on its brochures or other literature for its sales and, in addition, for using standard line drawings, specifications and calculations on other, unrelated projects.

5.2 Responsibility for Knowledge of Applicable Laws. Contractor shall cause its Project Coordinator and each of its consultants and subcontractors to become knowledgeable and familiar with all laws applicable to the Project to the extent relevant to the part of the Work to be performed by the consultant or subcontractor, including without limitation all applicable requirements of the Uniform Building Code and any special requirements pertaining to solar panel systems.

5.3 Standards. Contractor warrants that all parts of the Work shall be performed in a professional manner according to current industry standards, that the Project will be free of defects and that all materials incorporated in the Project shall be new and in good condition.

5.4 Patented Products of Processes. Contractor shall pay royalties and license fees for the right to use all copyrighted or patented designs, processes or products incorporated in the Work. Contractor shall defend suits or claims for infringement of patent rights and shall hold Owner harmless from loss on account thereof.

5.5 Site Conditions.

5.5.1 Contractor's Responsibility. Except as provided in subsection 5.5.3, Contractor shall be solely responsible for all delays and expenses attributable to weather and site conditions. Contractor shall be responsible for investigating, determining and developing all necessary information concerning the site of the Project, including, but not limited to, the location of all underground and above-ground utilities, ground conditions that may affect the soundness, stability and longevity of the Project and weather conditions that may affect timing of construction activities. Notwithstanding the foregoing, Contractor shall not be responsible for conducting any environmental tests or environmental surveys of the site.

5.5.2 Environmental Conditions. Owner has no knowledge of any prior use of condition of the site of the Project that would result in the presence of pollutants, hazardous waste, hazardous materials, contaminants (collectively, "Hazardous Substances) being located at the site. Contractor shall immediately notify Owner and suspend all construction activities in the event that Contractor encounters any suspected Hazardous Substance or condition.

5.5.3 Concealed Conditions. If conditions are encountered at the site which are (1) physical subsurface conditions which could not be discovered by reasonable investigation prior to the commencement of construction, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Contract, then notice shall be given to Owner promptly before such conditions are disturbed and in no event later than three days after the first observance of the conditions. If the conditions are such that the Project cannot be constructed substantially in accordance with the approved plans without significant

time delays, Owner shall have discretion to terminate this Contract, or to modify the Project by Change Order.

5.6 Permits. Contractor shall apply for all required permits, including building permits, and shall meet the standards of the building division, coordinate required inspections with the building department, and make (at no additional cost) all changes required by the building division. Further, Contractor shall pay costs associated with building permits, system development charges and other municipal fees, including any re-inspection fees.

Owner shall use its best efforts to assist Contractor in obtaining all necessary permits and approvals for installation of the equipment. In no event shall Owner, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by Contractor shall at all times conform to all federal, state and local code requirements. Contractor shall furnish copies of each permit or license which is required to perform the Work to the Owner before the Contractor commences the portion of the Work requiring such permit or license.

6. Coordination During Installation. The Owner and Contractor shall coordinate the activities of Contractor's equipment installers with those of the Owner, its employees, and agents. Contractor shall not commit or permit any act which will interfere with the performance of business activities conducted by the Owner or its employees without prior written approval of the Owner.

7. Owner's Obligations. In addition to the obligations of Owner described in other parts of this Contract, Owner shall be responsible for providing the following:

7.1 Timely Response. Owner shall respond in a timely manner to all properly submitted requests from the Project Coordinator.

7.2 Site Information. If necessary, Owner shall provide a survey of the Project site. Owner shall not provide additional information concerning the site or site conditions.

7.3 Collaboration on Design. Owner shall cooperate with Contractor to review, comment on and approve all design proposals that comply with the requirements of the Contract Documents. Owner will collaborate with Contractor to modify the Project Requirements in **Exhibit A** that Owner considers desirable.

8. Construction Services. Construction services will include the furnishing of all materials, supplies, equipment, labor and machinery required to construct, install and equip the Project. Contractor shall be solely responsible for all construction methods and materials, and for the manner of employment of all labor and equipment and shall monitor, inspect and correct the Work solely at its own expense.

8.1 Construction Schedule. Prior to the commencement of construction, Contractor and Owner will collaborate on a construction schedule that minimizes public inconvenience and assures that the Project is completed within the time established in Section 11.

8.2 Protection of Property During Construction.

8.2.1 General. It shall be Contractor's sole responsibility to secure the site during construction against vandalism and accidental damage. Contractor shall protect the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of Contractor or Contractor's subcontractors; and other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.2.2 Responsibility for Concrete Surfaces. Concrete surfaces that are damaged by premature use, whether intentional or accidental, will not be allowed to be patched and will require removal and reconstruction. Contractor shall protect the concrete surfaces until such time that they will not be damaged by use.

8.2.3 Repair of Damage. Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance provided or required by this Contract) to property at the site caused in whole or in part by Contractor, a subcontractor of the

Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

8.3 Site Maintenance. Contractor shall maintain the site of construction, on a daily basis, in clean condition and free of rubbish and waste materials. Upon completion of the Work, Contractor shall leave the Project in clean condition, free of all waste, rubbish, debris and equipment. No waste or rubbish shall be buried at the Project site.

8.4 Safety. Contractor shall cause all labor to be performed in compliance with applicable safety regulations and appropriate industry practices. In addition to the foregoing, Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent injury to persons providing labor or delivering materials, and shall provide appropriate barricades, notices and other security measures that protect the public from injury.

8.5 Environmental Responsibility. Contractor shall use and shall cause all persons performing labor at the site to use extreme care and caution in the handling and disposal of Hazardous Substances. For any substance which enters the Project site or is released as a result of the intentional or negligent act or failure to act of Contractor or its employees, agents or subcontractors, Contractor shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) which is either required by any applicable environmental laws or by orders of any governmental authority having jurisdiction under such laws. Contractor shall take such action, even though not required by any environmental law or order, which is necessary to prevent or minimize substantial third-party property damage, damage to the environment, personal injury, or threat of any such damage or injury, by releases of or exposure to hazardous materials in connection with the Project site. In the event Contractor fails to perform any of Contractor's obligations under this paragraph, Owner may, but shall not be required to, perform such obligations at Contractor's expense. In performing any such obligations of Contractor, Owner shall at all times be deemed to be the agent of Contractor and shall not by reason of such performance be deemed to be assuming any responsibility of Contractor under any environmental law or to any other third party.

9. Project Completion.

9.1 Substantial Completion. Contractor shall notify Owner, in writing, when the Project is substantially complete. The Project will not be substantially complete unless all parts of the Project can be occupied and used by Owner in accordance with Owner's intended use.

9.2 Systems Startup and Equipment Commissioning. The Contractor shall conduct a thorough and systematic performance test of each element and total system of the installed equipment in accordance with applicable procedures and prior to acceptance of the Project by the Owner. Testing shall be designed to determine if the equipment is functioning in accordance with the Specifications and to determine if modified building systems, subsystems or components are functioning properly within the new integrated environment. The Contractor shall provide notice to the Owner of the scheduled test(s) and the Owner and/or its designees shall have the right to be present at any or all such tests conducted by Contractor and/or manufacturers of the equipment. The Contractor shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that may be observed during equipment commissioning procedures. The Contractor shall be responsible for correcting and/or adjusting all deficiencies in equipment operation that may be observed during equipment testing procedures. Prior to Owner acceptance Contractor shall also provide Owner with reasonably satisfactory documentary evidence that all equipment installed is the equipment specified in the Specifications.

9.3 Inspection. Within one (1) week of Substantial Completion, Contractor, Project Manager and, if possible, a Pacific Power representative shall make a joint inspection of the Project. During the inspection, Contractor, Project Manager and any present Pacific Power representative shall create a list of items to be completed or corrected. All items identified for correction shall be corrected not later than fifteen (15) days after the date of the joint inspection.

9.4 Completion. Contractor shall notify Owner when all defects identified in the Inspection have been completed and shall deliver to Owner one set of as-built plans, in physical form. Owner and, if possible, a Pacific Power representative shall inspect the Project as soon as possible and, if all items identified during the substantial completion inspection have been completed, Owner shall issue its dated, written notice of Project acceptance. Owner's notice of Project acceptance shall not invalidate any warranty of the Project.

10. Project Warranty. Contractor warrants all equipment sold and installed as part of this Contract will be new, materially free from defects in materials or workmanship, installed

properly in a good and workmanlike manner, and will function properly for a period of two (2) years from the date of Substantial Completion if operated and maintained by Owner in accordance with established procedures.

Upon Completion, Contractor will assign to Owner all available manufacturer's warranties relating to the equipment and to deliver all such written warranties. The warranties shall specify that only new, not reconditioned parts may be used and installed when repair is necessitated by malfunction.

During the warranty period, Contractor shall pursue rights and remedies against the manufacturers under the warranties in the event of equipment malfunction or improper or defective function, and defects in parts, workmanship and performance. Contractor shall notify the Owner whenever defects in equipment, parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by Contractor. During this period, the cost of any risk of damage or damage to the equipment and its performance, including damage to property and equipment of the Owner or the Project site, due to Contractor's failure to exercise its warranty rights shall be borne solely by Contractor.

After the warranty period, Contractor shall have no responsibility for performing maintenance, repairs, or making manufacturer warranty claims relating to the equipment.

11. Time for Completion. Time is of the essence of this Contract. The Project shall be substantially completed by **September 24, 2027**, or by such extended date as is agreed to by Change Order, but in no event shall final completion be after **October 2, 2027**.

12. Compensation. District shall pay Contractor on a time and materials basis up to a total maximum amount of \$603,630 for the design and installation of Solar + Energy Storage System.

12.1 By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or

near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance.

Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within ten (10) days of the next Board meeting after presentation by Owner's Representative of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate.

Unless the Contractor submits security as permitted by, and which complies with, ORS 279C.560 and 701.435 for all or a portion of the retainage required herein, Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

12.2 A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

12.3 Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

12.4 Owner shall have the right to enter the premises for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving

Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.

12.5 Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the Certificate of Completion and acceptance of the Work.

12.6 Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers harmless from all claims, arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the Contract Documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.

12.7 If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

13. Changes in Work. Changes in the Work which are within the general scope of this Contract may be accomplished, without invalidating this Contract, by Change Order, Work

Change Directive, or a minor change in the work, subject to the limitations stated in the Contract Documents.

13.1 Minor Changes in the Work. Contractor may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Cost of the Work, the schedule of the Work, and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents. Contractor shall promptly inform the Owner in writing of any such changes and shall record such changes on the Contract Documents maintained by the Contractor.

13.2 Change Order.

13.2.1 Contractor may request and/or Owner, without invalidating this Contract, may order changes in the Work within the general scope of the Contract Documents consisting of additions, deletions or other revisions to the Cost of the Work, compensation for design phase services, changes in the design schedule, and/or changes in the construction schedule. All such changes in the Work shall be authorized by applicable Change Order signed by both parties, and shall be performed under the applicable conditions of the Contract Documents.

13.2.2 Each adjustment in the Cost of the Work resulting from a Change Order shall clearly separate the amount attributable to compensation for design phase services and construction phase services.

13.2.3 Owner and Contractor shall negotiate in good faith an appropriate adjustment to the estimated Cost of the Work, compensation for design phase services, and/or the Project schedule and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the estimated cost of the Work, compensation for design phase services and/or the Project schedule shall not be unreasonably withheld.

14.1 Work Change Directives.

14.1.1 Owner may issue a written Work Change Directive directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the estimated Cost of the Work, the Project schedule, and if appropriate, the compensation for design phase services.

14.1.2 Owner and Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Cost of the Work, the Project schedule, and if appropriate the compensation for design phase services, arising out of Work Change Directives.

14.1.3 If Owner and Contractor agree upon the adjustments in the estimated Cost of the Work, the Project schedule, and if appropriate the compensation for design phase services, for a change in the Work directed by a Work Change Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

14.2 Determination of Cost.

14.2.1 An increase or decrease in the Cost of the Work resulting from a change in the Work shall be determined by one or more of the following methods:

14.2.1.1 unit prices set forth in this Contract or as subsequently or agreed.

14.2.1.2 a mutually accepted, itemized lump sum.

14.2.1.3 If an increase or decrease cannot be agreed to as set forth in Sections 14.4.1.1 through 14.4.1.2 above, and Owner issues a Work Change Directive, the cost of the change in the Work shall be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

Notwithstanding the foregoing, there shall be no increase in the Cost of Work, or design services fee for any change in the Work required to correct or respond to a defect caused by incomplete or inaccurate construction drawings, by a defect in the Project design, or a defect in the Work.

14.3 Claims for Additional Cost or Time. For any claim for an increase in the Cost of the Work, the Project schedule, and if appropriate the compensation for design phase services, Contractor shall give Owner written notice of the claim within ten (10) days after the occurrence giving rise to the claim or within ten (10) days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within ten (10) days after the decision is made not to proceed. Any change in the Cost of the Work, Project schedule, and if appropriate the compensation for design phase services, resulting from such claim must be authorized by Change Order.

14.4 Emergencies. In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Cost of the Work, Project schedule, and if appropriate the compensation for design phase services, on account of emergency work, shall be determined as provided in this Section 14.

15. Insurance. Except as otherwise provided, Contractor and each subcontractor providing services or labor for the Project shall have and maintain the insurance described in this Section 15. Delivery to Owner of certificates evidencing compliance with the provisions of this Section by Contractor and by each separate entity who is a team member described in Section 4 are required prior to the commencement of the Work.

15.1 General Conditions for Insurance. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which Owner may carry. A copy of each policy or a certificate satisfactory to Owner shall be delivered to Owner prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an “occurrence” form. If a policy is available on a claims-made basis only, the policy, or a comparable contract of insurance, shall be maintained for a period of not less than three years

following completion of the Work, or after termination of this Contract other than by completion of the Work. All insurance coverage shall be provided under contracts with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling Owner to not less than thirty (30) days' prior written notice of any material change, non-renewal or cancellation.

In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single-limit coverage requirements specified below, Owner shall have the right to require the coverages to be increased by an amount equal to the increase in the statutory limit for such claims. Failure of Contractor to maintain any insurance coverage required by this Contract shall be cause for immediate termination of this Contract by Owner, but termination shall not relieve Contractor of its obligation to provide and maintain such coverage and Owner shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

15.2 Commercial General Liability. A broad-form commercial general liability insurance policy, including coverage for *premises-operations; independent contractor's protective; broad-form property damage; and products and completed operations* with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000, for bodily injury, personal injury or property damage. The policy shall contain a contractual liability endorsement to cover the primary insured's indemnification obligations under the contract or subcontract related to the Work. Each policy shall also contain an endorsement naming Owner as an additional named insured for all third-party claims in a form satisfactory to Owner, and expressly providing that the interest of Owner shall not be affected by the primary insured's breach of policy provisions.

15.3 Workers' Compensation Insurance. Contractor and each subcontractor providing labor or services for the Work shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide Owner with such further assurances as Owner may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor and each subcontractor shall also maintain a policy of employees' liability insurance with coverages of not less than \$500,000 per claim, endorsed to include Owner as an additional insured.

15.4 Comprehensive Automobile Liability. Contractor and each subcontractor providing labor or services for the Project shall maintain automobile liability insurance coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury or property damage for all of the insured's vehicles and employees.

15.5 Professional Liability. Each licensed professional who provides engineering or design services for the Project shall maintain a professional liability insurance policy specifically insuring its performance with respect to the Project, with coverage of not less than \$2,000,000 to protect the insured from claims for professional acts, errors or omissions arising from the Work. Subject to the general conditions for maintaining coverage after termination, this policy may be written on a "claims made" form. The policy shall contain an endorsement entitling Owner to not less than thirty (30) days' prior written notice of any material change, non-renewal or cancellation of such policy. Each policy maintained by a subcontractor shall include coverage to indemnify Contractor for Contractor's liability to Owner under this Contract.

16. Performance Bond; Payment Bond; Public Works Bond.

16.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent (100%) of the Contract Sum.

16.2 Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

16.3 The Labor and Material Payment Bond shall contain a clause specifically guaranteeing payment of all sums of money withheld from contributions or amounts due the State Unemployment Compensation Trust Fund from a general contractor or his subcontractors incurred in performance of this Contract and all sums of money withheld from the employees and payable to the State Tax Commission pursuant to applicable provisions of Oregon law.

16.4 Contractor shall furnish a copy of its Public Works bond filed with the Oregon Construction Contractors Board.

17. Correction of Work.

17.1 During Construction. Contractor shall promptly correct Work rejected by Owner or known by Contractor to be defective or failing to conform to the requirements of this Contract, whether observed before or after substantial completion and whether or not fabricated, installed or completed. Contractor shall bear all costs and expenses of correcting such rejected Work, including additional testing and inspection.

17.2 During Warranty Period. If, within two (2) years after the date of Owner's acceptance of the Project, any of the Work is found to be not in accordance with the requirements of this Contract, Contractor shall correct it promptly after receipt of a written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition. Notice from Owner of such defects shall toll the two (2)-year warranty period, which shall reset to two (2) years for Contractor's correction work, upon its completion.

17.3 Extended Warranty. Within the ten (10) year "Life of Project" pursuant funding requirements, any failure of the solar system attributable to Contractor which results in District having to refund funding is subject to Contractor's indemnification pursuant to Section 18.

17.4 Suspension of Work. If Contractor fails to correct nonconforming Work as required, fails to carry out Work in accordance with this Contract, or if Owner discovers that any license, permit or insurance required to be obtained or maintained hereunder has not been obtained or has expired, lapsed or been canceled, Owner, by written order, may suspend the Work or any portion thereof without liability or obligation on the part of Owner for any delay or damage caused to any person by the suspension until the defect, lapse or other non-compliance has been corrected to Owner's satisfaction.

17.5 No Limitation on Owner's Remedies. Nothing contained in this Section 17 shall be construed to diminish or limit the amount or extent of Contractor's pecuniary liability hereunder, including but not limited to liability related to defective workmanship, materials, or

design, or to establish any period of limitation with respect to any claim by Owner under this Contract.

18. Indemnification. Contractor shall indemnify, hold harmless, and defend District and its representatives, officers, directors, and employees from, for, and against any loss, claim, or tort brought by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from the negligent performance, omission, or fault of Contractor, and its employees, representatives, subcontractors or subconsultants. If the loss or claim is caused by the joint concurrent negligence or other fault of District and Contractor, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Notwithstanding the foregoing, the Contractor has no duty to defend District against a claim for professional negligence relating to the professional services Contractor provided under this Contract, except to the extent that the Contractor's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and subject to the proportionate fault limitation, above.

Contractor's obligations under this Section 18 shall survive the expiration or earlier termination of this Contract.

19. Termination.

19.1 Termination by Owner.

19.1.1 Termination for Public Interest. This Contract may be terminated by Owner upon fourteen (14) days' written notice to Contractor for any reason deemed in the public interest by Owner. If such termination occurs, Owner shall pay Contractor a percentage of the Cost of Work equal to the percentage of the Work completed prior to the date of the notice of termination plus the direct costs of demobilization of system and the return of materials delivered but not incorporated into the Project prior to the date of the notice of termination.

19.1.2 Owner's Right to Terminate and Complete the Work. If Contractor defaults or neglects to carry out the Work in accordance with this Contract, including failure to achieve Substantial Completion within the time required hereunder, and fails within seven (7) days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may give a second written notice to Contractor that Owner intends to terminate this Contract and, seven (7) days following receipt by Contractor of that second written notice and without prejudice to other remedies Owner may have, Owner may terminate the employment of Contractor and take possession of the Project site and of all materials and supplies thereon, or held in storage for the Project, and finish the Work by whatever method Owner may deem expedient, including but not limited to the direct employment of any subcontractor or consultant of Contractor or any other contractor hired by Owner. If the unpaid balance of the Cost of Work exceeds the expense of finishing the Work and all damages incurred by Owner, such excess shall be paid to Contractor. If the expense of completing the Work and all damages incurred by Owner exceeds the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of this Contract.

19.1.3 Termination without Notice. Owner may terminate this Contract with written notice, if practicable, but without prior notice if Contractor or any subcontractor fails to obtain or maintain any permit, license or insurance required hereunder or if Owner deems that immediate termination is necessary to protect the public. In such case, Owner shall pay Contractor the Contract Sum less the amount of Owner's damages, including the amount required by Owner to complete the Work. If the expense of completing the Work and all damages incurred by Owner exceed the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of this Contract.

19.2 Termination by Contractor. If Owner fails to make payment within fourteen (14) days of the date design phase compensation is due, Contractor may give written notice of Contractor's intention to terminate this Contract. If Contractor fails to receive payment within seven (7) days after receipt of such notice by Owner, Contractor may give a second written notice and, seven (7) days after receipt of such second written notice by Owner, may terminate this Contract.

19.3 Contractor's Tender Upon Termination. Upon receiving a written notice of termination of this Contract, or if Contractor elects to terminate this Contract, Contractor shall immediately cease all activities under this Contract and take reasonable action to mitigate its losses upon termination, unless, in the case of termination by Owner, Owner expressly directs

otherwise in its notice of termination. Upon termination of this Contract for any reason, Contractor shall deliver to Owner all documents, information, works-in-progress and other property that are or would be deliverable had the Contract been completed. Upon Owner's request, Contractor shall surrender to anyone Owner designates, all documents, research or objects or other tangible things prepared previously and needed to complete the Work.

20. Remedies.

20.1 Contractor's Remedies. In the event of termination, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the design Work, less previous amounts paid and any claim(s) which Owner has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Owner upon demand.

20.2 Owner's Remedies. In addition to the remedies provided herein, Owner shall have any remedy available to it in law or equity. Owner shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that Owner first terminate this Contract.

20.3 Liquidated Damages. In the event that the Project is not substantially complete within fifteen (15) days of the date on which Substantial Completion was due hereunder, as that date may have been extended by Change Order, Owner shall be entitled to liquidated damages of \$200 per day, for each day after the Contract Substantial Completion date until and including the actual date of Substantial Completion. In the event that Owner exercises its right to complete the Work upon termination of this Contract for breach by Contractor, Owner shall be entitled to recover, in addition to its direct expenditures to third parties for the completion of the Work, liquidated damages equal to ten percent (10%) of the cost of completion of the Work. Contractor and Owner have agreed that the liquidated damages recited in this subsection shall constitute compensation to Owner for its overhead costs, including costs of overtime and administrative costs for responding to public inquiries, supervising Work, soliciting and hiring new contractors, and responding to other problems related to the delay in Project completion or completion of the Work by Owner.

21. Arbitration.

21.1 All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Jackson County, Oregon, rather than through the court process.

21.2 No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the District's Board and the Board at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Board of Directors has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the Board of Director's decision denying the claim shall result in the Board of Director's decision being binding upon Owner and Contractor.

21.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the thirty (30) day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

22. Attorneys' Fees. Should any suit, action or arbitration be commenced in connection with any claims, dispute or other matters in question arising out of this Contract or the Contractor's services related to this Project, to obtain interpretation of or enforce any provision of this Contract, to rescind this Contract, or to enforce or collect any award obtained during

arbitration or any judgment or decree of any court related to this Contract, the prevailing party shall be entitled to recover its attorneys' and expert witness fees incurred prior to and during the arbitration or trial, on review for appeal, and on appeal, as the court or arbitrator(s) may adjudge reasonable. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

23. Records Maintenance; Access. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Owner and its duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of three (3) years, or such longer period as may be required by applicable law following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

24. Force Majeure. Neither Owner nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Owner or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate any cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties concerning the effects of this Contract.

26. Notice and Communication. Until otherwise provided by notice of a party, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically confirmed facsimile transmission to the Project Coordinator or Owner's Project Manager at the address or number set forth herein above. Any communication or notice so addressed and

mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to the Project Manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered to the Project Coordinator or Owner's Project Manager.

27. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Owner and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County; provided, however, if a 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. Contractor, by execution of this Contract, hereby consents to the *in personam* jurisdiction of said courts.

29. Merger Clause; Waiver. This Contract, including all attachments and law, rules and regulations incorporated herein or to which the Contract is subject, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract 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. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

OWNER:

JACKSON COUNTY FIRE DISTRICT #1

By: _____

Name: _____

Title: _____

CONTRACTOR:

_____ ,

By: _____

Name: _____

Title: _____

**APPENDIX D
BONDS**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

_____ hereinafter called "PRINCIPAL", and

(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

hereinafter called "SURETY", are held and firmly bound unto

Jackson County Fire District #1
5474 North River Road
Gold Hill OR 97525

hereinafter called "OWNER", in the total amount of _____

(insert here a sum

_____ Dollars (\$ _____) for the

equal to the contract price)

payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has by written agreement entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof and is hereinafter referred to as the Contract. Said Contract is for:

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the Contract price more than twenty percent (20%), so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this Bond, and whether referring to this Bond, the Contract, or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;

b) Complete the Contract in accordance with its terms and conditions, or

c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The

term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

6. If any provision of this Bond conflicts with state law, such portion will be deemed deleted therefrom and provisions conforming to such state law shall be deemed incorporated herein. The intent is that the bond shall be construed as a statutory bond and not as a common law bond.

7. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

PRINCIPAL

(PRINCIPAL) Secretary

(SEAL)

By: _____

(Witness to PRINCIPAL)

(Address)

(Address)

(SURETY)

ATTEST:

_____ By _____
(Witness to SURETY) (Attorney-in-Fact)

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of Bond must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners must execute Bond.

IMPORTANT: SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Oregon. SURETY companies must also have an Oregon representative for service of process.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Principal Place of Business):

SURETY (Name and Address of

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ (Seal)

_____ (Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____ By: _____

Signature

Signature (Attach Power of Attorney)

Print Name: _____ Print Name: _____

Title: _____ Title: _____

ATTEST: _____ ATTEST: _____

Signature

Signature

Title

Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by

anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY:

Name, Address and Telephone:

Surety Agency or Broker;

Owner's Representative (Engineer or other):

APPENDIX E

Public Contracting Code

Requirements for Public Improvement Contracts Over \$100,000

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 Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring 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 prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.

2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor 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 material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor 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 material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, 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.
8. Pursuant to ORS 279C.515, if the Contractor or a 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 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days

after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public 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.
10. Pursuant to ORS 279C.530, 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.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one 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 week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
12. Pursuant to ORS 279C.540(2), 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.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.

- (a) The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.
- (b) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The July 5, 2025, Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments. Such publication can be reviewed electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

and are hereby incorporated as part of the contract documents.

- (c) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 - (d) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
 - (e) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on

contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
- (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.

15. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.

- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. The Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
- (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier Subcontractor has filed the certified

statements before the Contractor may pay the Subcontractor any amount retained. The Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract 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 Subcontractors complies with these requirements.
17. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a veteran as defined in ORS 408.225.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction

Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.

23. Pursuant to District Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation
 - Bureau of Land Management
 - Bureau of Indian Affairs
 - Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration

- Transportation, Department of
 - Federal Highway Administration
- Homeland Security, Department of
 - Coast Guard

STATE AGENCIES:

- Agriculture, Department of
- Environmental Quality, Department of
- Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Occupational Safety and Health Division
- Soil and Water Conservation Commission
- State Engineer
- State Land, Department of
- Transportation, Department of
- Water Resources Board

LOCAL AGENCIES:

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

27. Contractor shall ensure Owner’s compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.

28. Once before the first payment and once before final payment is made of any sum due on account of the contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.
29. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

APPENDIX F

ACKNOWLEDGEMENT OF ADDENEDA (IF ANY)

Project Title: Jackson County Fire District #1 Solar + Storage Energy System Construction
Close:

I/We have received the following addenda (If none received, write "None Received"):

- 1.
- 2.
- 3.
- 4.

Date

Signature of Respondent

APPENDIX G
FEASIBILITY STUDY

FORMS

FIRST TIER SUBCONTRACTOR FORM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME : _____

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____

Phone No.: _____