

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-372**

This Contract is between **DESCHUTES COUNTY**, a political subdivision, acting by and through the Administrative Department, Property Management Division (County) and **JECS, Inc. dba CENTRAL OREGON BIO SOLUTIONS** (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be June 1, 2023 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall be for five (5) years and shall terminate on May 31, 2028. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-8; Exhibits 1, 2, 3, 4, 5 and 6; and Attachments A & B

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 740 NE 3rd Street, Suite 3, #348, Bend, Oregon 97701

Federal Tax ID# 82-4159620

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 6.


Signature

Owner and President

Title

Date 5/30/23

Name: Eric Schaffner

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2023

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.

- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal

- intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. 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.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. 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 this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute on original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

Eric Schaffner, Owner/President
 JECS, Inc. dba Central Oregon Bio Solutions
 740 NE 3rd Street, Suite 3, #348

To County:

Kristie Bollinger, Property Manager
 Deschutes County Property Management
 P.O. Box 6005

Bend, Oregon 97701
(541) 390-5412
Email: Eric@cobiosolutions.com

Bend, Oregon 97708-6005
(541) 385-1414
Email: Kristie.Bollinger@deschutescounty.gov

- 27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 30. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 31. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
 - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

- 1. Contractor shall perform the following work:**
See Attachment "A".
- 2. County Services.** County shall provide Contractor, at County's expense, with material and services described as follows: None.
- 3. Consideration.**
 - a. County shall pay Contractor on a fee-for-service basis as outlined in the rates negotiated by the City of Bend in Attachment B.
 - b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES **NO** [Check one]
- 4. The maximum compensation.**
 - a. The maximum compensation under this contract, including allowable expenses, is **\$250,000**.
 - b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before Contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.
- 5. Schedule of Performance or Delivery.**
 - a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
 - b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 2023-372
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Contractor Name: JECS, Inc., dba Central Oregon Bio Solutions

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis.

The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Claims Made Policy Approved by County X Not Approved by County

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.
Signature [Signature] Title Owner and President Date 5/30/23

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.

B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.

C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.

D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.


E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.


Contractor Signature

5/30/23
Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

Contract No. 2023-372 CO Bio Solutions (JECS, Inc.)

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
2. **Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fare for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

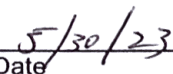
Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-372
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.


Contractor Signature


Date

Attachment A

A. PROCUREMENT PROCESS FOR THIS AGREEMENT

1. JECS, INC., dba CENTRAL OREGON BIO SOLUTIONS currently has a Services Agreement 32000173 with the City of Bend (Attachment "B") and in Section 26. Cooperative Procurement Provision (page 8) which states:

Pursuant to ORS 279A and City of Bend's procurement rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to City of Bend. Any estimated purchase volumes listed herein do not include other public agencies and City of Bend makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

2. Attachment "C" is a letter from the City of Bend, verifying adherence to Oregon Revised Statute (ORS) 279A.215.
3. Deschutes County agrees to participate as a public agency with this Cooperative Procurement Provision.

B. STATEMENT OF WORK

1. **Background.** The work consists of the services necessary to provide encampment cleanup and or removals, and other biohazard remediation of County property and facilities. The Contractor shall furnish all labor, supervision, equipment, and other materials, as necessary, to provide biohazard waste clean-up and disposal in public right of way on an "as needed" basis in accordance with County's solicitation documents and all appropriate Federal, State, and local laws and regulations. Services may include clean-up, disinfect, deodorize, sanitize, and disposal for biohazard waste, such as blood and bodily fluids.

Contractor shall cleanup and transport biohazard waste materials to an appropriate treatment, storage or disposal facility on an "as needed" basis. These actions shall be accomplished in compliance with all Federal requirements including U.S. Environmental Protection Agency (EPA), Oregon Occupational Safety and Health Administration (OSHA), the Oregon Department of Environmental Quality (DEQ), and local regulatory requirements.

Services shall include preparation, management and labor for cleanup of biohazard material. All required personal safety equipment shall be furnished by the Contractor. All safety equipment must meet all applicable OSHA requirements.

2. **Encampment Cleanup and Waste Management.** Contractor shall clean-up abandoned camps and areas of County right of way and County-owned property, on an as-needed basis as directed by County Property Management.

Work typically involves collecting debris and disposing of it at the local solid waste facility. Work may also include the cleanup of biohazard materials such as bodily fluids, sharps, and other chemicals. The Contractor shall provide all labor, materials, tools, equipment, transportation, and supplies required to abate camps within the County property, or County project in a Central Oregon project area and/or jurisdiction of the County. At no time is the Contractor expected to interact with campers or put employees at risk.

Under most circumstances, the Deschutes County Sheriff's Office, or law enforcement officers, will have confiscated known weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact Deschutes County Sheriff's Office or City Police or law enforcement for the area, and wait for the assigned unit to arrive to process evidence/crime scene.

Encampments may be located on properties shared by County and other agencies. Access may be restricted and Contractor will coordinate entry with County.

Work is typically scheduled Monday through Friday. Occasionally the County may require a camp be abated immediately. The Contractor will provide the County with a phone number where someone will answer 24-hours a day.

Contractor will notify County when the work is complete.

Additional camps and debris may be discovered in the same general area during the course of abatement. Contractor must notify the County's designated representative to obtain authorization prior to proceeding with any additional work.

Large jobs may require special arrangements for taking material to the landfill. Contractor will arrange for disposal of all removed materials.

A list of retained items will be documented by Contractor prior to transport. The Contractor will bag and tag the items and transport them to a place designated by the County, which may include a rented storage unit.

The Contractor will take debris to the landfill. The original weigh ticket will accompany the invoice. Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

3. **Schedule and Response Time.** County will schedule abatement with Contractor about the site. Abandoned camps must be cleaned within 48 hours or as determined by the County to decrease the chance of re-occupation and meet the requirements of this Agreement.

If a camp presents an immediate threat, a more urgent response of 24 hours may be required. Contractor is to contact the requestor in a reasonable amount of time if something will interfere with completion of the project as scheduled, which should be a rare occurrence. Continual shifts in schedule can lead to cancellation of this Agreement.

4. **Safety.** The County emphasizes safety in all employee and Contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements.

Sometimes it is not possible for trucks and other vehicles to park close to the site, which may result in the debris being carried out of the immediate site. If it cannot be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit or a Permit of Entry (POE) with the County to protect employees, passerby(s), and infrastructure that could be damaged.

Work may be performed in inclement weather. Jobsites may be located in heavy foliage, steep embankments, next to train tracks, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.

Contractor shall comply with all applicable OSHA, EPA, and DEQ and all other Federal, State and local requirements.

The County reserves the right to periodically review Contractor's training records and licenses.

5. **Payment.** Contractor and County have agreed to the same rate schedule for time and material as agreed to by the Contractor and the City of Bend, which is outlined below in the Contractor's Rate Schedule. The maximum consideration outlined in the rate schedule below between the City of Bend and Contractor is not applicable to this Agreement between the Contractor and County. No amount of work is guaranteed due to the on-call nature of this work.

The County recognizes that the Deschutes County Sheriff's Office or local law enforcement jurisdiction may occasionally direct Contractor to respond at night, defined as between the hours of 5:00PM to 8:00AM, on County observed holidays, and weekends. These responses may be billed at the After Hour Rate and may incur additional storage and movement costs depending on the landfill hours' availability.

No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.

Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.

Other Biohazard Remediation. Contractor shall provide cleanup of biohazard waste services on County-owned property including County facilities and County owned vehicles as directed by County Property Manager.

Contractor's Rate Schedule

All other rates shall be billed in 15 minute increments for work completed under this agreement unless otherwise noted below. Total amount shall not exceed \$25,000.00 work billed to the City. No amount of work is guaranteed.

Accident Scene Cleanup			Homeless Encampment Cleanup and Waste Management		
Hours on Scene Projected		3-8	Hours on Scene Projected		2-7
Technicians Required		2	Technicians Required		3
Total Technician Hours		6-12	Total Technician Hours		6-21
Technician Labor Per Hour		\$140	Technician Labor Per Hour, First 2 Hours		\$95
Total Labor Costs		\$840-\$1680	Technician Labor Per Hour, Additional Hours		\$75
			Total Labor Costs		\$670-\$1595
PPE- 2 Techs	\$80 each	\$120	Regular Waste Disposal	Cost + \$0	\$62-\$74
Enzyme Application		\$55	Misc Disposal Costs		\$40
Indicator Application		\$55	PPE	\$15 each	\$45
Disinfectant Application		\$55			
Degreaser Application		\$55			
Biohazard Carton Disposal		\$156			
Regular Waste Disposal	Cost + \$50	\$52			
Shellac/Primer Application (Indoor Only)		\$80			
Misc Pail/Supplies		\$16			
Misc Disposal Costs		\$15			
Misc Cleanup Supplies		\$20			
Expected Costs		\$1507-\$2347			\$717-\$1954
2 or more Biohazard Cartons		\$156 ea	After Hours Rate		\$25 per hour/per tech
Ozone Application in Heavy Odor Situations 12 hour application		\$200			
Odor Reducing Chemical Application		\$55			
Pressure Wash Application		\$150			
After Hours Rate		\$165			
Police Vehicle Cleanup			Facility Exterior or Interior Cleanup		
Flat Rate per hour per technician	\$150		See Accident Cleanup Rates		
Disposal Fee	\$20				
Technicians Required	1				
Holding Cell Cleaning			Recurring Site Clean-up		
Flat Rate per hour each technician	\$125		Flat Rate		\$150
Disposal Fee	\$20		Additional hour beyond 1st Hour		\$100
Technicians Required	2		Waste Disposal		\$20
			Technicians Required		1

Attachment B



CITY OF BEND

SERVICES AGREEMENT BETWEEN THE CITY OF BEND AND JECS, INC. dba CENTRAL OREGON BIO SOLUTIONS

Contract Number: 32000173

This Services Agreement is between the City of Bend, Oregon ("City") and JECS, Inc. dba Central Oregon Bio Solutions ("Contractor") for services:

RECITALS

- A. The City desires to enter into the Agreement for biohazard cleanup services.
- B. Contractor has the training, ability, knowledge, and experience to provide the services desired by the City.
- C. Contractor selected through a formal request for proposal process.

TERMS OF AGREEMENT

1. **Effective Date; Duration.**
This Agreement shall become effective when signed by both parties and approved by the City's legal counsel. Unless sooner terminated, this Agreement shall expire on November 30, 2020 but may be extended year to year, if agreed by both parties, for an additional four years. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.**
Contractor shall provide biohazard cleanup services which includes, but is not limited to, accident scene cleanup, waste management services in the right of way, vehicle and holding cell cleanup, exterior facility cleanup, and encampment abatement. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A. The City does not guarantee any quantity of work due to the on-call nature of the services to be provided.
3. **Consideration.**
City shall pay Contractor as set out in Exhibit B, based on time and materials for work performed as set for in the attached Exhibit, but the total payment under this Agreement shall not exceed \$25,000.00. All prices shall be protected from increase for Year 1 of the contract. Any notice of an increase in the fees shall be given to the City at least sixty

(60) days prior to an anniversary date of this Contract. The adjustment is limited to the lesser of the increase in Contractor's published rates charged to all clients for services similar to those Services described in this Contract, or the percentage change during the preceding contract year in the Consumer Price Index for all Urban Consumers (CPI-U), West – Size Class B/C.

3.1. Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.

3.2. Invoices will be directed to the City of Bend, Attention: Accounts Payable, P.O. Box 1458, Bend, Oregon 97709. Invoices may be emailed to: ap@bendoregon.gov. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business.

3.3. Contractor shall reference the Contract Number on invoice.

4. Standard of Care.

Contractor will provide services with the degree of skill and diligence normally employed by Contractors performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the Work, be duly qualified and competent.

5. Termination. The parties may terminate this Agreement as follows:

5.1. This Agreement may be terminated at any time by mutual consent of both parties.

5.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

5.3. City may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at a later date established by the City under any of the following conditions:

(a) City funding is not obtained and continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.

(b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

(c) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 5.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 5.5. The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
- (a) If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
 - (b) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct the failures within 10 days or such longer period as the City may authorize.
- 5.6. Contractor may terminate this Agreement upon 30 days' written notice to City if City fails to pay Contractor pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.
6. **Access to Records – Files; Confidential Information.**
Contractor shall maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the City and shall be available to the City upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.
7. **Independent Contractor; Responsibility for Taxes & Withholding.**
- 7.1. The Work to be rendered under this Agreement is that of an independent contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of

direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.

7.2. No Agency, Partnership or Joint Venture/Independent Contractor - Neither the City or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.

7.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

8. **Protection of Property and Responsibility for Damage.**

Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the City Project Manager as soon as practical but within 24 hours of any incidents, accidents or damage resulting from work under this Agreement.

Contractor shall repair all damage resulting from Contractor's work under this Agreement. Repair work must be completed within a two-week period after written notification by City representative. An extension of time may be approved in excess of the two-week period if requested in writing by Contractor. The request shall state the reasons and period of time for the request. Any repair work not completed by Contractor within the designated time period may be done by the City and the cost deducted from monies due Contractor.

This shall not be construed as to relieve Contractor of responsibility for damage to private facilities.

9. **Indemnification.**

Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims'), that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

10. **Insurance – Liability.**

10.1 Contractor, at Contractor's own expense, shall procure and maintain in good standing, such customary and usual liability insurance as is required to protect Contractor from claims that may arise out of result from Contractor's operations under this Agreement or for which Contractor may be legally liable. Prior to

execution of this Agreement, Contractor shall provide certificates of insurance for all copies of insurance policies required under this Agreement. Liability insurance will be in an amount at least equal to the City's then current tort liability established by the Oregon Legislature, and shall name the City as additionally insured. Insuring companies or entities are subject to the City acceptance. Contractor shall be liable for all pertinent deductibles, self-insured retentions and/or self insurance, as applicable.

- 10.2 Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements.
 - 10.3 Contractor, and all subcontractors, shall maintain in full force and effect Worker's Compensation Insurance and Agreement Employer Liability Insurance in compliance Oregon state law.
 - 10.4 Contractor shall maintain commercial general liability insurance with a combined single limit of at least \$2,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate. The policy shall name the City of Bend, its officers, agents and employees, as an Additional Insured with respect to the Work to be provided under this Agreement.
 - 10.5 Contractor shall notify the City 30 days prior to any material change in the Contractor's insurance covered by this section.
11. **Subrogation.**
Contractor grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to City on behalf of any insurer providing coverage to either Contractor or City with respect to the work or services of contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against City by virtue of the payment of any loss under such insurance coverage.
12. **Nondiscrimination - ADA Compliance –**
Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

13. **Successors and Assigns.**
City and Contractor each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.
14. **Force Majeure.**
Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.
15. **No Third Party Beneficiaries.**
City and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
16. **Waiver.**
City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.
17. **Limitation on Authority.**
City retains its authority to execute all applications, Agreements and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.
18. **Attorney Fees & Governing Law.**
In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for any action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Contractor arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

19. **ORS 279A.125 Preference for Recycled Materials.**
Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).
20. **Compliance with Law.**
Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit C).
21. **Merger Clause.**
This Agreement and attached exhibits constitute the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.
22. **Notices.**
All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:
- City of Bend, 710 NW Wall Street, Bend, Oregon 97703
Attn: Eric King, City Manager, Phone: 541-388-5505 & Fax: 541-385-6676
Email: eking@bendoregon.gov
- JECS, Inc. dba Central Oregon Bio Solutions
740 NE 3rd Street, Suite 3, #348, Bend Oregon, 97701
Attn: Eric Schaffner, Owner/President, Phone 541-390-5412
Email: eric@cobiosolutions.com
- Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.
23. **Severability.**
If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation or the agreement, and if negotiations fail, may terminate the agreement.

24. **Counterparts.**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

25. **Amendments.**

The parties may amend this agreement by a written amendment properly executed by both parties. Contract amendments shall be effective only if in compliance with Bend Code 1.55.050 Sections C and D.

26. **Cooperative Procurement Provision.**

Pursuant to ORS 279A and City of Bend's procurement rules, other public agencies shall have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to City of Bend. Any estimated purchase volumes listed herein do not include other public agencies and City of Bend makes no guarantee as to their participation.

Any proposer, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies. 27.

27. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.


Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

28. **Compliance with Tax Laws.**

Contractor represents and warrants that contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.


Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

CITY OF BEND, OREGON


Eric King, City Manager

10-17-19
Date

APPROVED AS TO FORM:


City Attorney's Office

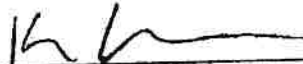
November 25, 2019
Date

JECS, INC. DBA CENTRAL OREGON BIO SOLUTIONS

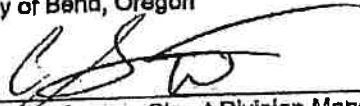

Title:

12-2-19
Date

City Contracting & Funding Authorizations:

By: 
Ken Vaughan, Project Manager
City of Bend, Oregon


11/25/19
Date

By: 
Charles Swann, Street Division Manager
City of Bend, Oregon

11/26/19
Date

By: 
Tara Lewellen, Business Manager
City of Bend, Oregon

12/16/19
Date

By: 
Gwen Chapman, Procurement and Public Contracts Director
City of Bend, Oregon

11/25/19
Date

EXHIBIT A SCOPE OF WORK

Background

The project consists of the services necessary to provide accident scene cleanup, waste management in the public right of way, and other biohazard remediation of City property and facilities. The Contractor shall furnish all labor, supervision, equipment, and other materials, as necessary, to provide biohazard waste clean-up and disposal in public right of way on an "as needed" basis in accordance with City's solicitation documents and all appropriate Federal, State and local laws and regulations. Services may include clean-up, disinfect, deodorize, sanitize, and disposal for biohazard waste, such as blood and bodily fluids.

Contractor shall cleanup and transport biohazard waste materials to an appropriate treatment, storage or disposal facility on an "as needed" basis. These actions shall be accomplished in compliance with all Federal requirements including U.S. Environmental Protection Agency (EPA), Oregon Occupational Safety and Health Administration (OSHA), the Oregon Department of Environmental Quality (DEQ), and local regulatory requirements.

Services shall include preparation, management and labor for cleanup of biohazard material. All required personal safety equipment shall be furnished by the Contractor. All safety equipment must meet all applicable OSHA requirements.

Accident Scene Clean-up

Contractor shall respond to requests for covered services from City of Bend Police or Fire Department employees within 30 minutes of initial contact for emergencies. Services will be determined to be an emergency only by City of Bend personnel. All efforts must be made to expedite clean-up to ensure adequate public and environmental safety.

Contractor shall furnish all qualified personnel, transportation, tools, materials, equipment, labels and warning signs, required for adequate protection of materials during the packaging, transporting and disposal activities. All such requirements must be in compliance with OSHA, DEQ, EPA, and all other applicable regulatory agencies.

In the event that circumstances require Contractor to use specialized equipment not addressed by this Agreement in the performance of cleanup, the Contractor may charge a reasonable additional amount, consistent with industry rates and standards for the equipment. The City may require documentation of necessity for the equipment and of rate verification.

Contractor shall possess all permits and licenses required by federal, state, local and other regulatory entities to accomplish biohazard waste cleanup and disposal services.

Contractor shall maintain records as required by any federal, state or local law, code, or regulation.

Contractor shall bill insurance carrier of the at-fault driver for fees associated with right of way clean up.

Encampment Cleanup and Waste Management

Contractor shall clean-up abandoned camps and areas of City right of way on an as-needed basis as directed by City of Bend Police Department employees.

Work typically involves collecting debris and disposing of it at the local Transfer Facility. Work may also include the cleanup of biohazard materials such as bodily fluids, sharps, and other chemicals. The Contractor shall provide all labor, materials, tools, equipment, transportation, and supplies required to abate camps within the city limits and/or jurisdiction of the City of Bend. At no time is the Contractor expected to interact with campers or put employees at risk.

Under most circumstances, the Bend Police Department will have confiscated weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact the Bend Police Department, and wait for the assigned unit to arrive to process evidence/crime scene.

Camps may be located on properties shared by the City and other agencies. Access may be restricted and Contractor will coordinate entry with the City.

Work is typically scheduled Monday through Friday. Occasionally the Police Department may require a camp be abated immediately. The Contractor will provide the City with a phone number where someone will answer 24-hours a day.

Contractor will notify the City when the work is complete.

Additional camps and debris may be discovered in the same general area during the course of abatement. Contractor must notify the City's designated representative to obtain authorization prior to proceeding with any additional work.

Large jobs may require special arrangements for taking material to the landfill. Contractor will arrange for disposal of all removed materials.

A list of retained items will be documented by Contractor prior to transport. The Contractor will bag the items and transport them to a place designated by the City.

The Contractor will take debris to the landfill. The original weigh ticket will accompany the invoice.

Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

Schedule and Response Time

City of Bend will schedule abatement with the Contractor about the site. Abandoned camps must be cleaned within 48 hours to decrease the chance of re-occupation and meet the requirements of this Agreement.

If a camp presents an immediate threat, a more urgent response of 24 hours may be required.

Contractor is to contact the requestor in a reasonable amount of time if something will interfere with completion of the project as scheduled. This should be a rare occurrence. Continual shifts in schedule can lead to cancellation of this Agreement.

Safety

The City of Bend emphasizes safety in all employee and Contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements.

Sometimes it isn't possible for trucks and other vehicles to park close to the site. The debris will have to be carried out. If it can't be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit with the City to protect employees, passerby(s), and infrastructure that could be damaged.

Work may be performed in inclement weather. Jobsites may be located in heavy foliage, steep embankments, next to train tracks, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.

Contractor shall comply with all applicable OSHA, EPA, and DEQ requirements.

The City of Bend reserves the right to periodically review Contractor's training records and licenses.

Payment

Payment shall be made based on time and materials contractually agreed upon between the Contractor and the City of Bend. No amount of work is guaranteed due to the on-call nature of this work.

The City recognizes that the Bend Police Department may occasionally direct Contractor to respond at night, defined as between the hours of 5:00PM to 8:00AM, on City observed holidays, and weekends. These responses may be billed at the After Hour Rate and may incur additional storage and movement costs depending on the landfill hours availability.

No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.

Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.

Other Biohazard Remediation

Contractor shall provide cleanup of biohazard waste services on City-owned property including City facilities and City-owned vehicles as directed by City Facilities Director.

Police Vehicle Cleaning

Respond to Bend Police Department requests to properly clean and apply an EPA registered disinfectant to vehicles after the transport of an arrestee that contaminates the vehicle with blood, vomit, urine, feces, Methicillin-Resistant Staphylococcus Aureus (MRSA), Clostridium Difficile (C-Diff), Staphylococcus (staph), scabies, or other potentially contagious agent. This cost includes response, labor, supplies and disposal. Work to be completed at Police Department Facility.

Holding Cell Cleaning

Respond to holding cells at the Bend Police Department to properly clean and apply an EPA registered disinfectant to cell floors, walls, and any built in fixtures after an arrestee contaminates the environment with blood, urine, feces, vomit, MRSA, C-Diff, Staph or other potentially contagious agent. This cost includes response, labor, supplies, and disposal.

Facility Exterior or Interior Cleanup

Respond to requests from City Facilities Director (24-hour emergency dispatch) for the cleanup, disinfection, and disposal of blood, bodily fluids, sharps or other biohazard on public property or private property that exposes the public in the event the property owner cannot be located. This service includes response, labor, supplies, equipment, and disposal.

Recurring Site Clean-up

The Franklin Underpass shall be inspected and cleaned as necessary every other week from April 15th through October 15th. The City may request a more frequent or less frequent cleaning as necessary. Other recurring sites may be added by Amendment to the Agreement. The City of Bend Street Division Manager shall direct this work.

EXHIBIT B CONSIDERATION

Accident scene clean-up shall be billed to at fault driver's insurance. City of Bend will not be responsible for fees associated with accident scene clean up.

All other rates shall be billed in 15 minute increments for work completed under this agreement unless otherwise noted below. Total amount shall not exceed \$25,000.00 work billed to the City. No amount of work is guaranteed.

Accident Scene Clean-up			Homeless Encampment Cleanup and Waste Management		
Hours on Scene Projected		3-8	Hours on Scene Projected		2-7
Technicians Required		2	Technicians Required		3
Total Technician Hours		6-12	Total Technician Hours		6-21
Technician Labor Per Hour		\$140	Technician Labor Per Hour, First 2 Hours		\$96
Total Labor Costs		\$840-\$1680	Technician Labor Per Hour, Additional Hours		\$75
			Total Labor Costs		\$670-\$1686
PPE - 2 Techs	\$80 each	\$120	Regular Waste Disposal	Cost + 50	\$62-\$74
Enzyme Application		\$55	Misc Disposal Costs		\$40
Indicator Application		\$55	PPE	\$15 each	\$45
Disinfectant Application		\$55			
Degreaser Application		\$55			
Biohazard Carton Disposal		\$156			
Regular Waste Disposal	Cost + \$50	\$82			
Shellac/Primer Application (Indoor Only)		\$80			
Misc Paint Supplies		\$16			
Misc Disposal Costs		\$16			
Misc Cleanup Supplies		\$20			
Expected Costs		\$1607-\$2347			\$717-\$1854
2 or more Biohazard Cartons		\$156 ea	After Hours Rate		\$25 per hour/per tech
Ozone Application in Heavy Odor Situations 12 hour application		\$200			
Odor Reducing Chemical Application		\$55			
Pressure Wash Application		\$150			
After Hours Rate		\$165			
Police Vehicle Cleanup			Facility Exterior or Interior Cleanup		
Flat Rate per hour per technician	\$150		See Accident Cleanup Rates		
Disposal Fee	\$20				
Technicians Required	1				
Holding Cell Cleaning			Recurring Site Clean-up		
Flat Rate per hour each technician	\$125		Flat Rate	\$160	
Disposal Fee	\$20		Additional hour beyond 1st Hour	\$100	
Technicians Required	2		Waste Disposal	\$20	
			Technicians Required	1	

**Exhibit C
Relevant Provisions Of ORS Chapter 279B**

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

* * * * *

(2) An employer must give notice in writing to employees who work on a public contract, 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 days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

* * * * *

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, 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 days per week that the employees may be required to work.