

CLARK COUNTY STAFF REPORT



DEPARTMENT: General Services-Facilities

DATE: April 12, 2015

REQUESTED ACTION: To approve the Small Works Contract with Better Air Northwest.

 X Consent Hearing County Manager

BACKGROUND

Better Air Northwest has been chosen through the Intergovernmental Cooperative Purchasing Agreement with Multnomah County to provide duct cleaning services for the Clark County Facilities. The Jail Air Duct cleaning Project will begin upon contract execution and end by November 30, 2019. The billing from Better Air Northwest shall not exceed \$450,000.00 without prior written approval of the County. The scope of work will be covered from a decision package and funding that was approved in December 2015. This revenue will cover the one time and ongoing duct cleaning services at the Clark County Jail.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

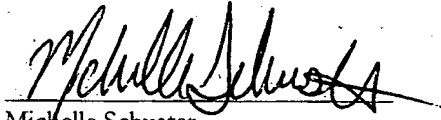
BUDGET DETAILS

Local Fund Dollar Amount	\$450,000
Grant Fund Dollar Amount	
Account	Fund 5093
Company Name	

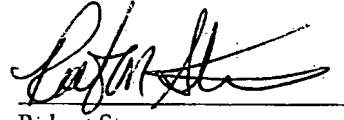
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DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Michelle Schuster
Administrative Services Manager II



Robert Stevens
Director of General Services

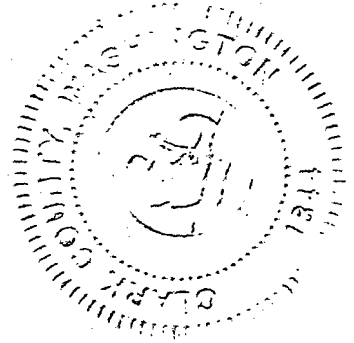
APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE:

May 3, 2016

SR#

SR 095-16



APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The one time upfront cleaning of the Jail Air Ducts will cost \$250,000 with ongoing yearly maintenance costing \$50,000 per year. This expense was already approved in the December 2015 budget packages.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

CONTRACT
Small Works-Air Duct Cleaning

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Clark County, a political subdivision, hereinafter called the "Owner", and Better Air Northwest hereinafter called "Contractor",

W I T N E S S E T H:

WHEREAS, the Purchasing Department of Clark County established an intergovernmental cooperative purchasing agreement pursuant to chapter 39.34 Revised Code (RCW) with Multnomah County signed on May 23, 2008. From this agreement Clark County Maintenance will enter into an Air Duct Cleaning Contract with Better Air Northwest.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I. THE WORK AND SERVICES

The Contractor for the consideration specified in the "Contract Documents" as enumerated herein below, shall be in strict accordance with ALL of the provisions therein, perform all work and provide all materials and/or such product called for by the Contract Documents.

ARTICLE II. DURATION

Contractor will start work within five (5) calendar days after receiving written notice to proceed. This contract will expire on November 30, 2019 when the intergovernmental contract ends.

ARTICLE III. CONTRACTOR

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by Clark County.

Article IV. COMPENSATION

The Parties mutually agree that in no event shall the amount of billing exceed \$300,000 in 2016, \$50,000 in 2017, \$50,000 in 2018, and \$50,000 in 2019 without prior written approval of the County.

ARTICLE V. CONTRACT DOCUMENTS

The Contract Documents consist of this agreement, all conditions 2008 Intergovernmental Purchasing Agreement with Multnomah County, Oregon, a Statement of Work(SOW)(general, special and supplementary and other conditions, drawings, specifications and addendum) and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. Where provisions of the Contract conflict with the provisions of the quote, the provisions of the contract will control.

An enumeration of the contract documents is set forth below.

1. Appendixes A, B, And C- Intergovernmental Purchasing Agreement with Multnomah County, Oregon - Contract #4400001503 and
2. This agreement.

ARTICLE VI. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this agreement. The County is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the County being interested only in the results obtained; however, the work contemplated herein must meet the approval of the County pursuant to the provisions of the bid under which the services and work were let to the Contractor.

ARTICLE VII. INDEMNIFICATION / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent

jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE VIII. VENUE STIPULATION

This agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Clark County, Washington.

ARTICLE IX. COMPLIANCE WITH LAWS

The Contractor in the performance of this agreement agrees to comply with all applicable federal, state and local laws, prevailing wage requirements, ordinances and regulations including but not limited to those pertaining to civil rights. The Contractor may not, without the prior written approval of the County, assign, sublet or transfer in whole or in part his interest in this agreement.

Article X. PUBLIC RECORDS ACT: Notwithstanding the provisions of this Agreement,

to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County General Services Public Records Officer.

Clark County - General Services

C/O Public Records

PO Box 5000

Vancouver, WA 98660

ARTICLE XI. APPENDIX

The terms of Appendix A, B and C- Multnomah County Services Contract #4400001503.

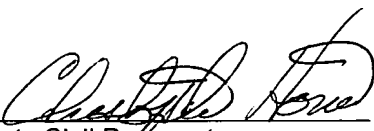
ARTICLE XII. INTEGRATION

The Contract Documents contain all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties. All parties have read and understand the above contract and now state that no representations, promises, or agreements not expressed by the Contract Documents have been made to induce the other to execute the same.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year set forth hereinabove.

Approved As To Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

By 
Deputy Civil Prosecutor

By 
Clark County, Washington
Board of County Councilors



By _____
Better Air Northwest

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes

☐ No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Appendix A

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a Public Notice Manager of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Duct Cleaning & High Dusting Services on a Requirements Basis

Multnomah County, Oregon; Bid Location Portland, OR, Multnomah County; Due 10/02/2014 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

9/5/2014

State of Oregon
County of Multnomah

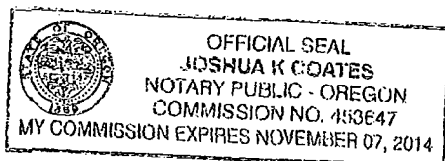
SIGNED OR ATTESTED BEFORE ME
ON THE 5th DAY OF September, 2014



Marc Caplan



Notary Public-State of Oregon



Tessa Steele
Multnomah County Purchasing
501 SE Hawthorne Blvd Ste 400
Portland, OR 97214-3586

**MULTNOMAH COUNTY,
OREGON**
**DUCT CLEANING AND HIGH DUSTING
SERVICES ON A REQUIREMENTS
BASIS**
Bids due 2:00 pm, Oct. 2
CALL FOR BIDS
Bid No. 4000003017
Closing Date: 10/2/2014
Bid Title: Duct Cleaning and High Dusting Services on a Requirements Basis
Pre-Bid Conference: There will be NO Pre-Bid Conference.
SUMMARY: Air systems cleaning, ventilation, maintenance services on a requirements basis at various Multnomah Buildings.
Sealed Bids will be received until, but not after, 2:00 p.m. on the closing date, by Paula Rickman, Procurement Analyst, Senior, Multnomah County Purchasing, 501 SE Hawthorne, Suite 125, Portland, OR 97214. Bids will be opened and read after 2:15 PM the same day.
Multnomah County reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and to reject any or all bids or to cancel the solicitation if Multnomah County finds it is in the public interest to do so.
A copy of the Solicitation and any associated documents are available for download at the Purchasing website: www.multcopurch.org; unless otherwise noted on the posting on the website. Solicitation documents and any associated addenda can also be picked up at the Multnomah County Purchasing bid desk, 501 SE Hawthorne Blvd Suite 125, Portland, OR 97214. Phone: (503) 988-5111, Fax: (503) 988-3252.
**MULTNOMAH COUNTY
PURCHASING**
Published: Sept. 5, 2014 10603279

Order No.: 10603279
Client Reference No:

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Appendix B

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: 4400001503

This contract ("Contract") is an agreement between MULTNOMAH COUNTY ("County") and Better Air Northwest, LLC ("Contractor"). The County and Contractor (collectively, the "Parties") agree as follows:

Term. The term ("Term") of this Contract shall commence on December 1, 2014 ("Effective Date") and terminate on November 30, 2019 unless earlier terminated as provided below.

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached exhibits: Attachment A.

Exhibit No.	Description	Omitted	Included.
1	Scope of Work and Other Terms		X
2	Insurance Requirements		X
3	Certification Statement for Corporation or Independent Contractor		X
4	Worker's Compensation Exemption Certificate	X	
5	EEO Certification (NOT APPLICABLE)	X	
6	Invoice/Budget Forms	X	
7	Criminal History Background Authorization	X	
8	Accounts Payable Electronic Payment Authorization	X	
9	Multnomah County Sheriff's Office Records Check Authorization		X
10	Correctional Facility Work Rules		X
11	JCAHO Interim Life Safety Measures		X
12	Project Deliverable Requirements		X
13	Fire Protection and Hot Work Procedures		X

CONTRACTOR DATA AND SIGNATURE

Contractor's Address: 19404 NE 68th Street, Vancouver, WA 98682

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership
☒ Corporation ☐ Limited Liability Company

Federal Tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will 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.

Signature

Matt Brunsch
Name (please print)

Title

Date

Owner

1/5/14

MULTNOMAH COUNTY SIGNATURE

This contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Deborah Kafoury/CF

Date: 12/22/14

County Attorney Review

Reviewed:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

Courtney Lords

Assistant County Attorney

Date: 11/20/14

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STANDARD TERMS AND CONDITIONS

1. **Statement of Work.** Contractor shall perform the work ("Work") described in the Scope of Work in Exhibit 1.
2. **Assignment and Subcontracts.** Contractor shall not assign or transfer any of its interest in this Contract without the prior written consent of the County. Brokering of this Contract to another contractor is not permitted. Contractor shall contact County prior to negotiating any subcontracts and shall obtain approval from County before entering into any subcontracts for goods or services to be provided under this Contract. County reserves the right to reasonably reject any subcontractor or supplier, and Contractor is not entitled to any additional compensation as a result of such rejection. All subcontracts for Work under this Contract shall include the terms and conditions of this Contract.
3. **Termination.**
 - a. **Termination for Cause.** The County may terminate this Contract in whole or in part if the Contractor is in default of its obligations under this Contract. The Contractor is in default if it (i) fails to prosecute the Work with diligence to insure its completion within any time specified in this Contract, (ii) fails to complete the Work in accordance with the plans and specifications or fails to follow the directions of the County's representative listed on Exhibit 1, or (iii) fails to comply with other provisions of the Contract documents or disregards laws and ordinances applicable thereto. If it is later determined that the Contractor was not in default, the Contractor's remedies are the same as if this Contract was terminated for convenience. Termination by County will not result in the waiver of any claim or remedy County may have against Contractor.
 - b. **Termination for Convenience.** The County may terminate this Contract for convenience if termination is in the County's best interests. If the County terminates this Contract for convenience, the Contractor shall immediately stop all Work and terminate all subcontracts and cancel all purchases related to this Contract. Thereafter the Contractor will be paid (i) for the cost of the Work performed prior to termination, plus 10% for overhead and profit, (ii) storage, transportation and other costs necessary for the preservation, protection or disposition of inventory, and (iii) reasonable costs involved in terminating any subcontractors or suppliers. No other costs shall be paid. The Contractor will not be paid for any loss of anticipated profits on unperformed Work, quote preparation costs, or any other sum not specifically included herein.
4. **Access to Records.** Contractor shall maintain all books, documents, papers and records ("Records") pertinent to this Contract for three years following final payment. County shall have the right to direct access to the Records for the purpose of conducting audits and making copies.
5. **Ownership of Work.** All work products, reports or documentation that result from this Contract or that the Contractor has specifically developed or acquired for the performance of the Work under this Contract (collectively, the "Work Products") are the exclusive property of the County. If this Contract is terminated prior to completion, County may require the Contractor to transfer and deliver the Work Products to County.
6. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws:
 - a. Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the prosecution of the Work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place, pursuant to ORS 279C.505.
 - b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the County may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590, if Contractor or any first-tier subcontractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. In accordance with ORS 279C.515, a person with any unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580 through 279C.590.

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- c. In accordance with ORS 279C.520, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and Sunday and legal holidays specified in any applicable collective bargaining agreement or ORS 279C.540. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
 - d. Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums which the Contractor agrees to pay for the services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for the service. All employers working under this Contract are subject employers that will comply with ORS 656.017, unless exempt under ORS 658.126.
 - e. Contractor shall maintain in effect all licenses, permits and certifications required by State law or County policy for the performance of the Work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
 - f. Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts as are paid to the Contractor by the County. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by County, interest shall be due on the claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580 through 279C.590. Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 through 279C.590 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.
 - g. In accordance with ORS 279C.510, if the Work includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
7. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
8. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
9. **Right to Withhold Payments.** County shall have the right to withhold from payments due Contractor such sums as necessary, in County's sole opinion, to protect County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has violated that provision, County shall have the right to withhold from payments due Contractor such sums as are required to satisfy County's claims under that provision.
10. **Quality of Goods and Services.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trade. Contractor guarantees all Work against defects in material or workmanship for a period of two years from the date of acceptance or final payment from County, whichever is later. Contractor shall assign all manufacturers' warranties to County and all guarantees and warranties of goods supplied under this Contract shall be deemed to run to the

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- benefit of County. Contractor shall provide County with all manufacturer's warranty documentation and operations and maintenance manuals.
11. **Warranty.** Neither final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work. Unless a longer period is specified elsewhere herein, Contractor shall correct all defects that appear in the Work within a period of two years from the date of issuance of the written notice of substantial completion by the County except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give Contractor notice of defects with reasonable promptness. Contractor shall perform warranty work within a reasonable time after County's demand. If Contractor fails to complete the warranty work within the period as County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, County may perform the warranty work and Contractor shall reimburse County all costs of the same within 30 days after demand. In addition to Contractor's warranty, manufacturer's warranties shall pass to the County and shall not take effect until the Work has been accepted in writing by the County's Authorized Representative.
12. **Registration with Construction Contractor's Board; Landscape License Requirement.** Contractor and all subcontractors performing construction work under this Contract shall at all time during the Term of this Contract be registered with the Construction Contractors Board in accordance with the requirements of ORS Chapter 701. Contractor shall certify that each landscape construction professional or landscape contracting business, as defined in ORS 671.520(1) and (2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
13. **Minimum Wage Rates on Public Contracts; Payroll Certification Requirements; Additional Retainage.**
- a. If Exhibit 1 to this Contract requires compliance with the provisions of ORS 279C.800 through 279C.870, Contractor shall comply fully with those statutory provisions and the provisions of this section 13. Documents establishing prevailing wage, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to this Contract. Every subcontract shall contain a provision requiring payment of prevailing wage pursuant to the provisions of ORS 279C.800 through 279C.870.
 - b. Contractor and every subcontractor shall submit written certified statements to the County's Authorized Representative, on forms acceptable to County, certifying (1) the hourly rate of wage paid each worker which the Contractor or the subcontractor has employed on the project and (2) certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in this Contract. The certificate and statement shall be verified by the oath of the Contractor or the subcontractor that the Contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month. The Contractor and subcontractors shall preserve the certified statements for a period of three years from the date of completion of this Contract.
 - c. Pursuant to ORS 279C.845(7), the County shall retain 25 percent of any amount earned by the Contractor on this project until the Contractor has filed the certified statements required by section 13.b. The County shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements. The County is not required to verify the truth of the contents of certified statements filed by the Contractor.
 - d. Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on this project until the first-tier subcontractor has filed with the County the certified statements required by section 13.a. Before paying any amount retained under this section, the Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within 14 days after the first-tier subcontractor files the required certified statement, the Contractor shall pay the first-tier subcontractor any amount retained under this section.
14. **Inspection and Acceptance of Work.** County shall inspect Contractor's Work and advise Contractor of any deficiencies, or if there are none, that the Work has been accepted. Contractor shall perform all additional Work necessary to correct any deficiencies without undue delay and without additional cost to County.
15. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision.

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16. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the County.
17. **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.
18. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties, and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in terms of this Contract shall bind either party unless in writing signed by both Parties.
19. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority owned, women owned or emerging small businesses.
20. **EEO Compliance.** Contractor agrees that if, at any time under the term of this contract, it has employees and will earn more than \$75,000 as a result of this contract, Contractor will not:
 - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
21. **Safety, Access, Conduct.** Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the Work being performed under this Contract and shall comply with all applicable provisions of federal, state and local safety laws. Contractor shall erect and maintain safety barriers as needed to prevent public access to the Work area. All material, tools and equipment shall be kept out of reach of the general public. Contractor shall plan movement of materials and equipment to minimize conflicts with office staff and their clients. Contractor and Contractor's employees shall interact with the County staff and the public in a polite and respectful manner.
22. **Hazard Communication.** Contractor shall strictly adhere to, coordinate with the County and document full compliance with the policies and procedures of the Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 2, Hazard Communication. Contractor and all subcontractors and suppliers within Contractor's control shall notify County of all hazardous materials to which Contractor, County staff or the public may be exposed on site, all measures that will be taken to lessen the possibility of exposure and reduce risk of exposure, and all procedures to follow if exposed. Contractor shall provide the County with all Material Safety Data Sheets (MSDS) prior to delivery or introduction of hazardous materials on site.
23. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the Work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe Work area.
24. **Bonds.** If the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wage in section 13 above apply to this Contract, then before starting the Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before

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starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work. Other bonds may be required as provided elsewhere in this Contract.

25. **Liens.** Contractor shall not permit any liens to be placed on any County property and guarantees that all products and materials supplied are free from encumbrances.
26. **Third Party Beneficiary.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as Intended beneficiaries of this Contract.
27. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

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EXHIBIT 1
To
MULTNOMAH COUNTY SERVICES CONTRACT
AGREEMENT CONTRACT NO.4400001503

SCOPE OF WORK and OTHER TERMS

1. **Scope of Work.** Contractor shall perform the following Work:

- A. Contractor shall furnish all labor, materials, tools, equipment (excluding lifts), fuel, services, incidentals, and supervision for HVAC duct cleaning and related services at various Multnomah County ("County") owned or leased facilities within the boundaries of Multnomah County, Oregon. The County reserves the right to order such services as may be required; it also reserves the right not to order any services.

The following services shall be provided during the term of this Contract:

i. HVAC Duct Cleaning scope of Work:

- Work shall include standard HVAC duct cleaning as requested, dryer duct cleaning of four (4) commercial size laundry dryers (including but not limited to whipping exhaust vents, cleaning the inside of machines, and lint baskets) approximately every two months, and dryer duct cleaning and exhaust vent whipping for twenty (20) residential-style clothes dryers, in multiple locations, three (3) to four (4) times per year.
- Work shall be performed as directed by the County Authorized Representative.
- Work shall conform to and be in accordance with the standards issued by the National Air Duct Cleaners Association (NADCA), including, but not limited to, the latest published NADCA International Standard for Assessment, Cleaning and Restoration of HVAC Systems.
- Contractor shall, at no cost to the County, provide a cost and time proposal for each project ("Proposal") to the County Authorized Representative. Contractor shall only proceed with the Work after authorization by the County Authorized Representative is received in the form of a work order for the total cost of the project.
- All Contractor employees will be directly supervised by a NADCA trained and certified technician(s).
 - If a Proposal includes inspection of a HVAC system, then the Work shall be directly supervised by a technician certified as a NADCA Certified Ventilation System Specialist (CVI).
 - If a Proposal includes cleaning of a HVAC system, then the Work shall be directly supervised by a technician certified as a NADCA Air Systems Cleaning Specialist (ASCS)
 - If a Proposal includes assessment and remediation for microbial growth in a HVAC system, then the Work shall be directly supervised by a technician certified as a NADCA Ventilation System Mold Remediator (VSMR).
- Work shall be performed during hours designated by the County Authorized Representative.
- Projects assigned and authorized by the County Authorized Representative must be completed within the time frame specified.
- When requested by the County Authorized Representative, Contractor shall provide either 35 mm digital pictures and/or DVD video from a robotic camera with date clearly visible as a means to document pre-cleaning condition and verify post cleaning effectiveness within the HVAC system components and associated ductwork.

ii. High Dusting scope of Work:

- Dust all surfaces above eight feet in height, for the purpose of removing all fine debris including but not limited to dust, dirt, cobwebs, and spider webs, as requested by the County Authorized Representative. Dusting shall be done with HEPA-rated vacuums.
- Contractor shall use the appropriate ladders, or other equipment to lift Contractor's personnel to the Work area. Any Contractor's personnel using the equipment must be properly trained and

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able to use the equipment safely. Contractor's personnel must ensure the safety of any people near the Work area.

- Contractor shall provide all vacuums, ladders, equipment and supplies to complete the Work. Any rental equipment costs will be billed back to the County at cost plus a percentage markup.
- Contractor shall, at no cost to the County, provide a Proposal for each project to the County Authorized Representative. Contractor shall only proceed with the Work after authorization by the County Authorized Representative is received in the form of a work order for the total cost of the project.
- Work shall be performed during the hours designated by the County Authorized Representative.
- Projects assigned and authorized by the County Authorized Representative must be completed within the time frame specified.

iii. Project Coordination

- All Work shall be coordinated so as to minimize impact to County staff and clients using the facility. Utility location and connections shall be coordinated with the proper utility companies.
- Contractor shall call the County's Dispatch Office, at 503-988-3779, to schedule any Work at a County Facility with notice to the County Authorized Representative.
- Normal County operational hours are Monday through Friday; 6:30 a.m. to 6:00 p.m.; duct cleaning Work is expected to be performed outside of normal daytime hours. Work under the contract will be coordinated through and approved by the County Authorized Representative. Restrictions on the hours of Work may occur from time to time to accommodate County operational needs.
- Access and parking locations shall be designated by the County Authorized Representative.
- Records Check Authorizations: All Contractor personnel who have access to any County facility shall be subject to a security clearance check and a background records check (including fingerprinting) by the County prior to providing services in or entering any facility. All Contractor personnel having access to a facility shall submit a completed and signed Records Check Authorization in Exhibit 9, in order to begin the background records check procedure. There shall be no exceptions to the background records check requirement and no substitutions of Contractor's personnel without first obtaining the prior security clearance check and approval. Failure to obtain security clearance approval shall be grounds for the County's refusal of an employee's assignment under this Contract. Contractor and Contractor's personnel accessing a facility shall follow all the County's established security procedures while working in the facility, including, but not limited to, the Correctional Facility Work Rules attached as Exhibit 10. Contractor shall cause each of its employees who may provide Work under this Contract to sign a copy of the Correctional Facility Work Rules. Upon request of the County, Contractor shall provide copies of the signed Work Rules to the County Authorized Representative. Failure to properly follow security procedures in a facility may result in termination of this Contract by County.
- JCAHO Procedures: One or more of the facilities where the Contractor may perform Work are health clinics accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If a facility is accredited by JCAHO then the Contractor must comply with the JCAHO Safety Measures for Contractors attached as Exhibit 11 when providing Services to those facilities.
- Contractor shall provide project deliverables per Exhibit 12.
- Contractor shall follow the requirements per Exhibit 13 – Fire Protection and Hot Work Procedures.

3. The maximum payment under this Contract, including expenses, is \$500,000.

4. Applications for Payment. Contractor shall submit applications for payment in accordance with the following:**

4.1. Billing Invoice Deadlines. Contractor shall submit invoices within thirty (30) calendar days after the work is completed.

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- Exception - Work which occurred within the month of June. Submit invoice no later than July 15th. Reason: processing for County Fiscal Year end deadlines.
- Exception - Work which is ongoing before and after June 30th. Submit partial billing for all Work which occurred on or before June 30th. Note billing clearly as partial billing through June 30th. Reason: processing for County Fiscal Year end deadlines.

4.2. Invoice Rates. Rates shall be in accordance with Attachment A submitted in response to the project.

4.3. Contract Price Adjustment. There are no price adjustment considerations for this Contract. The labor rates will be adjusted in accordance with the Bureau of Labor and Industries publication of prevailing wage rates, which occurs on a bi-annual basis.

Invoicing. Upon completion of the project, Contractor shall submit an invoice to the following:

Multnomah County
Attn: DCA Finance Hub – FPM
501 SE Hawthorne Blvd, Ste 400
Portland OR 97214-3586

All invoices shall contain the following information:

- Building number
- Building name
- Work order number
- Name and number of Contractor employees required to perform the Work
- Hours worked per employee to perform the Work
- Materials needed to make repairs
- Materials markup (if any)
- Written summary of the Work to be performed and any other pertinent information

5. **Retainage.** Retainage on this Contract shall be 0% of the Contract Price. If the provisions of ORS 279C.800 through 279C.870 apply to this Contract, additional retainage in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) if the Contractor fails to file certified statements as required by section 13 of the Contract.

6. **Performance and Payment Bonds:**

- ☐ Performance and payment bonds in the amount of this Contract are required.
- ☐ Performance and payment bonds in the amount of this Contract are not required.
- ☒ Performance and payment bonds will be requested, at the discretion of the County Authorized Representative, as needed, by project, and when required shall be obtained by Contractor before Work begins.

7. **Prevailing Wage:** The provisions of section 13 of the Contract concerning payment of prevailing wage:

☒ Do apply to this Contract. The wage rates to be paid are set forth in *Prevailing Wage Rates on Public Works Contracts in Oregon*, which is incorporated by reference. Copies are available from any office of the Wage and Hour Division of the Bureau of Labor and Industries. Copies are also available on the bureau's webpage at www.oregon.gov/boli.

☐ Do not apply to this Contract.

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8. **Authorized Representatives.** The Parties designate the following individuals to be their respective authorized representative ("Authorized Representative") for all matters with respect to the Work to be performed under this Contract:

County: Name: Michael McBride
 Telephone No.: (503) 988-4474
 Email: michael.c.mcbride@multco.us

Contractor: Name: Matt Brunsch
 Telephone No.: (360) 852-7989
 Email: matt@betterairnorthwest.com

Either party may change their Authorized Representative listed above by giving written notice to the other party of the new contact information.

9. If funding for this Contract includes federal funds that could impose A-133 Audit requirements, the Catalogue of Federal Domestic Assistance (CFDA) number(s) and titles are shown below. If there is any change to funding for this Contract to add additional federal funds, Contractor will be notified via letter.

CFDA #	Program Title
N/A	N/A

****County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.**

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Contract No. 4400001503 - Attachment A



MULTNOMAH COUNTY OREGON

Duct Cleaning and High Dusting Services on a Requirements Basis

BIDDER NAME: BETTER AIR NORTHWEST, LLC

BIDDER ADDRESS: 19404 NE 68TH STREET, VANCOUVER, WA 98082

BIDDER CONTACT: MATT BRUNSCH

CONTACT PHONE: 360.852.7989

CONTACT EMAIL: MATT@BETTERAIRNORTHWEST.COM

EXECUTED

Contract No. 4400001503 - Attachment A

Duct cleaning and high dusting services on a requirements basis

Provide hourly rates below that exclude the cost of rental equipment. The hourly rates, provided below, will be the rates used to perform work under this contract. The sample project, in Charts A and B, is for purposes of determining a low bidder.

Chart A - HVAC Duct Cleaning

<u>Person performing the Work</u>		<u>Estimated Hours</u>	<u>Extended Cost</u>
Hourly Rate - NADCA Certified ASCS Supervisor	\$ <u>70.00</u>	<u>16</u>	\$ <u>1120.00</u>
Hourly Rate - NADCA Trained Technician - Laborer Rate	\$ <u>45.00</u>	<u>48</u>	\$ <u>2160.00</u>
Hourly Rate - NADCA Trained Technician - Sheet Metal Rate	\$ <u>60.00</u>	<u>12</u>	\$ <u>720.00</u>
Overtime Hourly Rate* - NADCA Certified ASCS Supervisor	\$ <u>105.00</u>	<u>4</u>	\$ <u>420.00</u>
Overtime Hourly Rate* - NADCA Trained Technician - Laborer Rate	\$ <u>67.50</u>	<u>12</u>	\$ <u>810.00</u>
Overtime Hourly Rate* - NADCA Trained Technician - Sheet metal Rate	\$ <u>90.00</u>	<u>4</u>	\$ <u>360.00</u>

Subtotal A: \$5590.00

Chart B - High Cleaning Services If subcontracting, name of firm: N/A

		<u>Estimated Hours</u>	<u>Extended Cost</u>
Hourly Rate	\$ <u>45.00</u>	<u>8</u>	\$ <u>360.00</u>
Overtime Rate*	\$ <u>67.50</u>	<u>2</u>	\$ <u>135.00</u>

Subtotal B: \$495.00

* Overtime rates shall be defined as one person working more than 8 hours in one day and/or more than 40 hours in one work week.

Subtotal A \$5590.00 + Subtotal B \$495.00 = Bid Total \$6085

Lift Rental Rates: Actual Cost Plus Percentage Markup 10 %

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Contract No. 4400001503 - Attachment A

Company Certification Information

Oregon Certified MBE,
WBE, or ESB Number
(if applicable):

1. The undersigned Bidder proposes and agrees if this bid is accepted, to enter into an Agreement with the County in the form included in the Bid Documents (Bidding Pages; Contract Terms, Conditions) to complete all Work as specified or indicated in the Bid Documents for the Contract Price, within the Contract Time indicated in this Bid, and in accordance with the Bid Documents.
2. Bidder is a Resident Bidder, Non-Resident bidder as defined in ORS 279A.120.

If a Non-resident Bidder, enter state of residency: WASHINGTON

ORS 279A.120 (2)(b) states that a public contracting agency shall, for the purpose of awarding the contract, "add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1)(b)

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. ORS 279A.120 (1)(a)

3. In submitting this Bid, the Bidder represents that:
 - a. Bidder accepts all of the terms and conditions of the Instructions to Bidders. Bidder will sign the Contract and submit other documents required by the Bid Documents upon signing of the Contract.
 - b. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts in accordance with ORS 279A.110.
 - c. Bidder has examined the Bid Documents and the following addenda, receipt of which is hereby acknowledged:

(1) Addendum No: <u>1</u>	Date: <u>9/16/14</u>
(2) Addendum No: <u>2</u>	Date: <u>10/2/14</u>
(3) Addendum No: <u>3</u>	Date: <u>10/10/14</u>
(4) Addendum No: <u>✓</u>	Date: <u>✓</u>
 - d. Bidder has examined the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

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Contract No. 4400001503 - Attachment A

- e. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for Bidder any advantage over any other Bidder or over Multnomah County.
- f. Bidder is not disqualified as a bidder on public contracts by any public contracting agency.
4. Bidder will perform the work in accordance with the Bid Documents, and will comply in all respects with the terms of the resulting Contract upon award.
5. Business Designation (check one):
- Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Co. ☒
- Other: TAXED AS AN S-CORP
6. Bidder Name: BETTER AIR NORTHWEST, LLC - MATT BRUNSCH
Bidder Mailing Address: 19404 NE 68TH STREET, VANCOUVER, WA 98682
Bidder Telephone Number: 360-852-7989
Bidder Email Address: MATT@BETTERAIRNORTHWEST.COM
If Incorporated, State of Incorporation: WASHINGTON
7. Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
 - Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in the previous paragraph of this certification;
 - Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
 - Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; or
 - Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

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Contract No. 4400001503 - Attachment A

8. CERTIFICATION REGARDING CONFLICT OF INTEREST

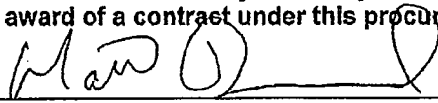
"Organizational conflict of interest" means that, because of other activities or relationships with other persons or firms, a Contractor's or Vendor's (including its principal participants, directors, proposed consultants or subcontractors) objectivity in performing the Work would or might be otherwise impaired. The Bidder certifies to the best of its knowledge and believes that neither it nor any of its principal participants and agents:

- a. Have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
- b. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Bidder, Multnomah County may exclude the Bidder from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Bidder further certifies that the degree and extent of the relationship of the Bidder with these named firm(s)/individual(s) have been fully disclosed below.

N/A

Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Bidder from award of a contract under this procurement.

Signature of Bidder:



Name: (printed)

MATT BRUNSCH

Title:

OWNER

Date:

10/16/14

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EXHIBIT 2 MULTNOMAH COUNTY SERVICES CONTRACT Contract No. 4400001503 INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$600,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. ☐ If this box is checked, the limits shall be \$4,000,000 per occurrence and in annual aggregate.

☐ Required by County ☒ Not required by County (Needs Risk Manager's Approval)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). ☐ If this box is checked the limits shall be \$4,000,000 per occurrence and in annual aggregate and the State of Oregon shall also be named as an Additional Insured.

☒ Required by County ☐ Not required by County (Needs Risk Manager's Approval)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000. ☐ If this box is checked the limits shall be \$4,000,000 per occurrence and the State of Oregon shall also be named as an Additional Insured.

☒ Required by County ☐ Not required by County (Required if vendor is transporting and/or driving as part of performing the duties specified in the contract)

Additional Requirements: Coverage must be provided by an Insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Ave. Suite 400, Portland, OR 97214.

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: *ms@multnomahcounty.org*. Additional originals, hard copies, or faxes are not necessary.

Completed by: 

Contract Originator

****Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs.

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EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. 4400001503

Certification Statement for Corporation or Independent Contractor

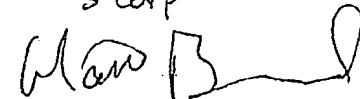
NOTE: Contractor Must Complete A or B below:

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 ☐ Non-Profit Corporation authorized to do business in the State of Oregon
- S-Corp

Signature:



Title:

Owner

Date:

1/5/14

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 is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- ☐ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- ☐ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. CONTRACTOR makes a significant financial investment in the business.
- ☐ CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature:

Date:



Multnomah County Sheriff's Office

501 SE HAWTHORNE BLVD., Suite 350 • Portland, OR 97214

Exemplary service for a safe, livable community

DANIEL STATON
SHERIFF

503 988-5379 PHONE
503 988-6950 FAX

RECORDS CHECK AUTHORIZATION

TYPE OR PRINT CLEARLY: *Fill in all spaces - Incomplete Forms Will Not Be Processed.*

NAME: _____ / _____ / _____
LAST FIRST MIDDLE

OTHER NAMES USED: _____
LIST ALL OTHER NAMES USED, INCLUDING AKA'S, SURNAMES, ETC.

CURRENT ADDRESS: _____ / _____ / _____
CITY STATE ZIP

PHONE 1: _____ PHONE 2: _____ EMAIL ADDRESS: _____

CURRENT OCCUPATION _____ EMPLOYER & PHONE _____

SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE _____ / _____ / _____
State License Number Exp Date

DATE OF BIRTH: _____ / _____ / _____ PLACE OF BIRTH: _____ / _____ / _____
CITY STATE COUNTRY

A - Asian B - African American H - Latin American
I - American Indian/Alaskan Indian O - Other W - Caucasian

RACE: _____ SEX (Circle One): MALE or FEMALE

EYE COLOR: _____ HAIR COLOR: _____ HEIGHT: _____ WEIGHT: _____

REASON FOR REQUESTING ACCESS & WORK YOU WILL BE DOING: _____

LIST ALL CRIMINAL CONVICTION'S OR JAIL/PRISON TIME BELOW (Use Back of form if needed)

CHARGES	DATE	CHARGES	DATE

I hereby authorize the Multnomah County Sheriff's Office to conduct a criminal history records check prior to consideration for employment or association with this agency for official business. I understand and agree that a record of convictions, pending criminal court actions, submitting false information may exclude me from employment consideration or association with the Multnomah County Sheriff's Office. Also I must report any criminal conviction occurring after an approved records check to the Facility Access Coordinator. I further understand that I will be held accountable to the zero-tolerance standard set in the Prison Rape Elimination Act 2003 (PREA).

I HEREBY AFFIRM THE ABOVE INFORMATION IS TRUE: Signature _____ DATE: _____

MANAGER/SUPERVISOR REQUESTING RECORDS CHECK: Must Be Completed

PRINT NAME: _____ TITLE & CONTACT#: _____

SIGNATURE: _____ FAX: _____

Request: ☐ MCSO ID (Non Escorted) ☐ SPECIAL FM PROJECT (BLUE)
☐ MCSO VISITOR ID (Escort Required) ☐ NO JAIL (YELLOW)
☐ CJIS SECURITY ACCESS ☐ MCSO CONTRACTOR (Escort Required)

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EXHIBIT 10

Correctional Facility Work Rules

The following rules and information were created to instruct contractors and their employees on the proper procedures for working in County Correctional Facilities. These rules shall be adhered to at all times. Any documented violation of these rules shall result in immediate work stoppage and termination of Contract. Contractors are responsible for their employee's actions while inside and on the grounds of County Correctional Facilities. Contractors and their employees shall also agree to and sign this document before working inside these facilities.

What follows are a list of DOs and DON'Ts that you are required to follow at all times while working in a detention facility. Failure to do so shall result in immediate termination.

I. Behavior Expected of Contractor and Contractor's Employees

1. Try at all times to maintain a bland demeanor. Expressions or sudden movements can inspire unexpected or irrational behavior from inmates. Make slow, methodical movements.
2. Do not talk to any inmates. It is considered polite to respond to a cordial greeting like "Good Morning", but do not stop to make conversation.
3. When you are being approached by any escorted inmate(s); always stop what you are doing, take your equipment and move against the opposite side of the hall or room and place your equipment in front of you. Allow the inmate(s) to pass with a Correctional Deputy always occupying the space between you and the inmate.
4. Never touch an inmate.
5. Never pass anything to, or take anything from an inmate.
6. Never walk up behind or suddenly approach an inmate or Correctional Deputy.
7. Never use any nick names with inmates or Correctional Deputies. Treat everyone with respect.
8. Contractors shall bring into the facility ONLY the tools, supplies and equipment required to do the work assigned. Lunch boxes, drink containers, etc shall be left outside the detention areas.
9. If you are about to use an elevator and a Correctional Deputy and/or inmate are also about to do the same; always allow them to go first and wait for the next car. Do not ride with any inmates.
10. In the event that you witness a disturbance, never interfere. Always do your job and allow the Deputies to do theirs. Under no circumstances are you permitted to be involved in any interaction with inmates. The Deputies are there to protect you; so if you get involved in an altercation, the Deputies must then protect both you and themselves. Do not put the Deputy in this position.
11. While in the correctional facility, you are required to wear your uniform and security identification at all times.
12. All personal I.D. and jewelry is to be left in your car prior to entering the facility or checked in at the reception area. Do not take any jewelry or personal effects into the facility.
13. Never leave your tools and equipment unattended.
14. Use only the approved products for your duties.
15. All tools and equipment must be kept with you at all times. Your equipment could be used as a weapon.
16. Prior to your shift, conduct an inventory of all your equipment. Do the same after completing each section of the facility. If anything appears to be missing, find it!
17. Follow any and all instructions given to you by a Correctional Deputy.
18. At times you will be asked to leave an area before you are finished. Do so immediately and do not ask any questions. This is for your own safety.
19. Before exiting an elevator or room, look both ways to ensure that the halls are secured and safe.
20. At times you may be locked in an elevator or cell for your own protection. Do not resist or argue with the Deputy.
21. Follow all Correctional Facilities procedures for emergency evacuations and medical emergencies.
22. Under no circumstances are you to engage in a threat of violence with an inmate, Correctional Deputy or fellow employee.
23. All doors to rest rooms, medical units, chaplain's office and custodial closets must be locked at all times. When working in these areas always lock the doors while you are inside and relock

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them upon their completion. These can be good hiding places for inmates; so protect yourself and others.

II. General Behavior

Most of the time a correctional facility can be safer than walking alone on the street at night. However, at times a correctional facility can be a dangerous place. These instructions are for your protection and are to be followed to the letter. Always remember that this is an environment much different from your own and that you can never anticipate the actions of the inmates.

In the event that you identify an inmate that you have known prior to this assignment; do not make any attempt to acknowledge this individual. If they say "Hello" to you first, acknowledge them, and move on. Do not attempt to make any conversation. This policy does not require contractors to be rude. A simple acknowledgement in response to a greeting from an inmate shall not be a violation of this policy; however, no further conversation or contact is permitted.

If you do identify an inmate that you have known prior to this assignment, proceed to the Correctional Facility's administration office and file a report about your prior relationship with the inmate. This is to preclude any special treatment or relationship from arising out of the incident. This is for the protection of the inmate and YOU!

In addition, you are required to ignore all conversations that you hear and anything you see while in a correctional facility. You are **never** permitted to touch anything that is not yours, nor are you ever permitted to discuss your day's activity inside the facility with anyone. Confidentiality is paramount in maintaining the working relationship we have established within the facility.

Construction/repair debris that is to be removed from the outside of the building is to be disposed of directly into the dumpster **immediately**! Absolutely no outside garbage is permitted to be taken back into the building.

Under **NO** circumstances are you permitted to leave any facility that you are working in with **ANYTHING** that is not the property of you or your company. This includes anything found in the garbage (i.e. soda cans, paper rolls, food, literature, **ANYTHING**) or anywhere in the facility.

IF YOU DID NOT COME TO WORK WITH IT, YOU DON'T GO HOME WITH IT!

In the event of a violation of these policies, the County and/or the City shall have the right to require the Contractor to immediately and permanently remove the individual or individuals violating the policy from the job site.

Acknowledgement:

I have read these rules and procedures and understand that failure on my part to follow all rules regarding working inside a correction facility will result in the immediate termination of the Contract.

Better Air Northwest
Contractor Name (Printed)

Matt Brunsch
Employee Name (Printed)

Matt Brunsch
Employee's Signature

1/5/14
Date

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EXHIBIT 11

JCAHO - INTERIM LIFE SAFETY MEASURES FOR CONTRACTORS

PURPOSE: To Provide Interim Life Safety Measures (ILSM) during times when Life Safety Code (LSC) deficiencies are noted or during construction activities within Health Clinics.

CONTRACTOR RESPONSIBILITIES:

- Ensure temporary construction partitions are smoke tight and built of non-or limited-combustible materials.
- Always leave emergency egress pathways free and clear of any obstruction.
- Notify County representatives of any identified workplace hazard.
- Comply with all Interim Life Safety Measure requests.

PROCEDURE:

- A. Daily inspections will be conducted by those performing the construction or renovation work from the initial inspection through project completion using the ILSM Checklist. The daily ILSM checklist will be completed and submitted to the Facilities and Property Management Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Coordinator through the project manager. Where work is performed in multiple sites, one daily checklist will be completed for each of the buildings (attached).
- B. JCAHO requires that the following eleven provisions be evaluated:
 1. Ensuring free and unobstructed exits. Personnel receive additional training when alternative exits are designated. Buildings or areas under construction must maintain escape routes for construction workers at all times. Means of exiting construction areas are inspected daily.
 2. Ensuring free and unobstructed access to emergency services and for fire, police, and other emergency forces.
 3. Ensuring fire alarm, detection, and suppression systems are in good working order. A temporary or equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested monthly.
 4. Ensuring temporary construction partitions are smoke tight and built of non or limited combustible materials that will not contribute to the development or spread of fire.
 5. Providing additional fire-fighting equipment and training personnel in its use.
 6. Prohibiting smoking according to Multnomah County Code (21.500-21.507) and JCAHO Environment of Care standard EC.1.1.2 throughout the organization's buildings, and in or adjacent to construction areas.
 7. Developing and reinforcing storage, housekeeping, and debris removal practices that reduce the building's flammable and combustible fire load to the lowest feasible level.

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8. Conducting a minimum of two fire drills per shift per quarter.
9. Increasing hazard surveillance of buildings, grounds, and equipment, with special attention to excavations, construction areas, construction storage, and field offices.
10. Training personnel to compensate for impaired structural or compartmentalization features of fire safety.
11. Conducting organization wide safety education programs to promote awareness of the Life Safety Code deficiencies, construction hazards, and ILSM's.

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EXHIBIT 12

PROJECT DELIVERABLE REQUIREMENTS

The County requires accurate, complete, and timely submittal of project deliverables. Certain project deliverables may be stated in the Scope of Services; however the following project deliverable requirements may still apply. Please note that the **Project Closeout Transmittal Form (FPM121)** is required for ALL PROJECTS.

Note: Forward all closeout documentation as a single delivery, not piecemeal.

1. **Operation and Maintenance Manual, if required – Format:** Use 8-1/2" x 11" page format in heavy-duty, 3-ring, vinyl-covered with clear overlays on front, back and spine, loose-leaf binders, with 4" maximum spine width.
 - a. Identify each binder on front and spine with printed titles.
 - (1) OPERATION AND MAINTENANCE MANUAL.
 - (2) County building number and building name.
 - (3) County project number and name.
 - (4) General Contractor name.
 - (5) Date of publication.
 - (6) Volume (# of #).
 - (7) Subject matter of contents.
 - b. Organize each binder into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system.
 - (1) Arrange volume and section contents according to Specification Section number.
 - (2) Provide heavy-paper dividers with laminated tables and tabs for each section.
 - (3) Provide transparent plastic sleeves to hold software diskettes.
 - (4) Provide pocketed sleeves for folded oversize documents.
 - (5) Provide title page and table of contents for each binder.
2. **Operation and Maintenance Manual, if required – Content:** Provide the following for each product, equipment, subsystem, and system.
 - a. Specification Section, product name, manufacturer catalog number, and replaceable parts list.
 - b. Supplier, installer, maintenance program, and local source of supply for replacement parts.
 - c. Name plate data, color coding, marker/tag, location, access, and other field identification.
 - d. Approved submittals, field tests, test and balance reports, and inspection reports.
 - e. Manufacturer printed literature on installation, operation, maintenance, repair, and replacement.
 - (1) Standards and procedures for startup, shutdown, seasonal, weekend, and normal operations.
 - (2) Sequence of operations, control diagrams, flow diagrams, and system relationship drawings.
 - (3) Customized drawings and literature for site-specific modifications or recommendations.
 - (4) Finish material, color, texture and recommended cleaning agents and schedule.
 - (5) Maintenance and service schedules for preventive and routine maintenance.
 - (6) Emergency controls and shutoffs, instructions and procedures.
 - f. Affidavits, agreements, bonds, certifications, guarantees, warranties, and other quality assurance documents with the following information:
 - (1) Executed document, effective date, duration of coverage, and party to contact in case of claim.
 - (2) Description of coverage and conditions or requirements for maintaining effective coverage.
 - g. Approvals, releases or certificates (e.g. Certificate of Occupancy) from authorities having jurisdiction.
3. **Project Record Documents, if required:** Marked up Contract Documents including Project Manual and Drawings that record all changes in Work and/or deviations from original Contract Documents.
 - a. In Project Manual, highlight each Product actually used in list of acceptable Products.
 - b. Include Substitution Request where approved.
4. **Project Closeout Transmittal Form is required for All Projects**
 - c. Complete Project Closeout Submittal Form (FPM121). (Included in this document)

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MULTNOMAH COUNTY OREGON

FACILITIES & PROPERTY MANAGEMENT

PROJECT CLOSEOUT TRANSMITTAL (FPM121) (AE Deliverables Standards Do Not Apply)

DATE:

TO: Building Data Management Center

FROM: _____

BUILDING: _____

PROJECT: _____

CONTRACTOR INFORMATION		AS-BUILT VERIFICATION	
Name:		Date Conducted:	
Address:		Conducted By:	
Phone:		Attendees:	
Fax:			
Email:			
Contact Name:			

Please submit all deliverables concurrently.

Submitted	Media Type	Count	Requirement
<input type="checkbox"/>	Drawings	1	Detailed drawings that illustrate all facility changes. <ul style="list-style-type: none">▪ In red ink, clearly indicate and label all alterations to the building and building systems.▪ Provide accurate dimensioning to indicate the location and extent of all. Tie dimension strings to stable building elements (e.g. building structure, fixed walls, or openings).▪ Use standard industry symbols to indicate the location and type of construction, furnishings, fixtures, and equipment.
<input type="checkbox"/>	Photographs	1	Photographic digital images of completed work. <ul style="list-style-type: none">▪ Identify the location where the photograph was taken and the direction of its view.
<input type="checkbox"/>	HazMat	1	Report
<input type="checkbox"/>		1	Reports (i.e. test, balancing, etc.)
<input type="checkbox"/>		1	Material cut-sheets (or completed worksheet)
<input type="checkbox"/>		1	Paint color draw-down sheets if not approved County standard (or completed worksheet)
<input type="checkbox"/>		1	Equipment cut-sheets (or completed worksheet)
<input type="checkbox"/>		1	Equipment O & M (including wiring diagrams, etc.) (or completed worksheet)
<input type="checkbox"/>		1	Spare Parts Inventory list
<input type="checkbox"/>		1	Warranties, Guarantees, and Certificates
<input type="checkbox"/>	Other	1	Other Deliverables (e.g. PCRA Form, Daily Log)

Revised: 10/26/2012

Instructions: Use this form to add/remove/repair/update equipment information. Use additional pages if necessary to identify each piece of equipment.

[illegible]

Revised: 10/26/2012

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EXHIBIT 13

Fire Protection and Hot Work Procedures

A. Fire Protection

1. Fire Safety: Take all precautions to prevent possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
2. Fire Equipment: Provide emergency fire extinguishers of adequate type and quantity, properly maintained, and in accessible locations that are clearly visible and marked, as required and approved by authorities having jurisdiction.
3. Smoke Detectors: Protect smoke detectors from dust caused by construction.
4. Emergency Egress: Maintain existing fire/smoke detection, fire suppression, and emergency egress for the work and other portions of the premises where evacuation is impacted by the work, as required and approved by authorities having jurisdiction.
5. Fire Watch Personnel: Provide and pay for appropriate personnel where required by authorities having jurisdiction, insurance carriers covering the property or work, Architect, Contract Administrator and/or Project Manager, or manufacturer written recommendations due to the work.
6. Red Tags: Use a Red Tag provided by the Contract Administrator when shutting down fire suppression (one for each continuous shutdown). Provide 72 hours notice to the Contract Administrator and/or Project Manager prior to each continuous shutdown.
7. Notification: Verify Contract Administrator and/or Project Manager has contacted FM Alarms prior to shut down for assistance in temporarily disabling local smoke detectors or other sensors.

B. Hot Work Procedures

1. Hot Work: Contractors, subcontractors, vendors, and service agents, employees, or providers thereof involved with hot work operations shall take precautions to prevent fire loss or injury from hot work ignition sources. Hot work is any temporary operation involving open flames or producing heat or sparks including brazing, cutting, grinding, soldering, welding, and torch-applied roofing.
2. Compliance: Comply with OAR 437, Division 2, (29 CFR 1910), Subpart Q 251-257. Use a Hot Work Permit provided by Contract Administrator and/or Project Manager when undertaking hot work (one for each continuous hot work operation). Provide 72 hours notice to Contract Administrator and/or Project Manager prior to each continuous hot work operation.
3. Unless exempted in writing by the Contract Administrator and/or Project Manager, designate own suitably trained Fire Safety Supervisor authorized to issue and sign off Hot Work Permits.
4. Notification: Verify the Contract Administrator and/or Project Manager has contacted FM Alarms prior to hot work for assistance in temporarily disabling local smoke detectors or other sensors.
5. Once all work is completed, submit a copy of each Hot Work Permit to the Contract Administrator and/or Project Manager (who will forward the copy to Building Compliance section for filing).
6. Bag smoke detectors where Hot Work is in the vicinity.

Appendix C

ADDENDUM # 2

MULTNOMAH COUNTY OREGON

October 2, 2014

Address all questions to:
Paula Rickman, Senior Procurement Analyst
Multnomah County Purchasing
501 SE Hawthorne Boulevard, Suite 125
Portland, OR 97214
503-988-7544
E-Mail: paula.j.rickman@multco.us

BID NO: 4000003017
TITLE: DUCT CLEANING AND HIGH DUSTING SERVICES ON A
REQUIREMENTS BASIS
CLOSING DATE: OCTOBER 16, 2014 / NOT LATER THAN 2:00 PM

This Addendum is issued to the above referenced BID to make the following changes, additions, deletions, corrections and/or clarifications:

1. Addition An optional walk thru/site visit is scheduled for 9:00 a.m., Monday, October 6, 2014. Please meet in the lobby of the Multnomah Building, 501 SE Hawthorne Blvd., Portland. We are providing the opportunity to tour the following representative sites:

Multnomah Building, 501 SE Hawthorne Blvd
Midland Library - 805 SE 122nd / Portland
John B. Yeon Road Shop - 1600 SE 190th / Portland
Multnomah County East - 600 NE 8th / Gresham
- 2 Clarification Question: How many SF need high dusting and duct cleaning? How large is the area?

Answer: This contract is on an as requested basis with no set frequency. Therefore we are unable to estimate the amount (SF or area) of high dusting and duct cleaning services.
3. Clarification Question: Will cleaning of interior and exterior windows be needed?

Answer: No. They are not included in the scope of work.
4. Clarification Question: How many cleans would you like to include (rough, final, or spiff)? How many times per week?

Answer: There is no set frequency for the services requested under this contract.
5. Clarification Question: Will cleaning of furniture and or equipment be needed? If yes, is the

furniture / equipment new & will a simple wipe down do or will deep cleaning be needed?

Answer: No. N/A.

6. Clarification Question: What is the wage requirement (regular, prevailing, or union)?

Answer: Since the contract is over \$50k in value consider this a prevailing wage (BOLI) requirement.

7. Clarification Question: Will a work bond be needed?

Answer: Payment and Performance Bonds are generally not required for services contracts. However, if a large job is required, the Project manager may determine it is in the County's best interest to request bonds. In that case, the requirement will be made known when the quote for that project is requested.

8. Clarification Question: We do not do High dusting just duct cleaning. Can we bid on just the duct cleaning or do we have to bid on both?

Answer: You need to bid on both or the proposal will be considered non-responsive. You may elect to use a sub-contractor to perform this service as long as they are identified on the Revised Bid Form identified in item 9 below.

9. Clarification Question: This new proposal request for duct cleaning and high cleaning states that we are responsible for providing lifts where required. We use rental equipment for this work and it is impossible to put an hourly rate that would include rentals. How do we deal with this?

Answer: Delete and replace original Bid Form from ITB 4000003017 with attached **Bid Form – Revised** (Attachment 1 to Addendum #2). Hourly rates should exclude the cost of rental equipment. Use revised Bid Form to provide County with rental rates and percentage markup.

10. Clarification Question: What is the anticipated start date of the Contract?

Answer: The Contract will be put in place as soon as possible after the ITB is awarded. This process may take one to three months depending on contract negotiations and requirements.

11. Correction Delete and replace Specifications and Additional Requirements with the attached **Specifications and Additional Requirements – Revised** (Attachment 2 to Addendum #2).

CONTRACTOR ACKNOWLEDGEMENT OF ADDENDUM: _____

c: D. Zipprich ; M. McBride, K. Porter
P. Rickman, T. Steele
File

BID FORM – Revised

BID NUMBER: 4000003017

BID TITLE: Duct cleaning and high dusting services on a requirements basis

Provide hourly rates below that exclude the cost of rental equipment. The hourly rates, provided below, will be the rates used to perform work under this contract. The sample project, in Charts A and B, is for purposes of determining a low bidder.

Chart A - HVAC Duct Cleaning

<u>Person performing the Work</u>		<u>Estimated Hours</u>	<u>Extended Cost</u>
Hourly Rate - NADCA Certified ASCS Supervisor	\$ _____	16	\$ _____
Hourly Rate - NADCA Trained Technician	\$ _____	48	\$ _____
Overtime Hourly Rate* - NADCA Certified ASCS Supervisor	\$ _____	4	\$ _____
Overtime Hourly Rate* - NADCA Trained Technician	\$ _____	12	\$ _____

Subtotal A: _____

Chart B – High Cleaning Services

If subcontracting, name of firm: _____

		<u>Estimated Hours</u>	<u>Extended Cost</u>
Hourly Rate	\$ _____	8	\$ _____
Overtime Rate*	\$ _____	2	\$ _____

Subtotal B: _____

* Overtime rates shall be defined as one person working more than 8 hours in one day and/or more than 40 hours in one work week.

Subtotal A _____ **+** **Subtotal B** _____ **= Bid Total** _____

Lift Rental Rates: Actual Cost Plus Percentage Markup _____ **%**

SPECIFICATIONS AND ADDITIONAL REQUIREMENTS - REVISED

1. Contractor shall perform the following Work:

A. Contractor shall furnish all labor, materials, tools, equipment (excluding lifts), fuel, services, incidentals, and supervision for HVAC duct cleaning and related services at various Multnomah County ("County") owned or leased facilities within the boundaries of Multnomah County, Oregon. The County reserves the right to order such services as may be required; it also reserves the right not to order any services. The following services shall be provided during the term of this Contract:

i. HVAC Duct Cleaning scope of Work:

- Work shall be performed as directed by the County Authorized Representative.
- Work shall conform to and be in accordance with the standards issued by the National Air Duct Cleaners Association (NADCA), including, but not limited to, the latest published NADCA International Standard for Assessment, Cleaning and Restoration of HVAC Systems.
- All Contractor employees will be directly supervised by a NADCA trained and certified technician(s).
 - If the Proposal includes inspection of a HVAC system, then the Work shall be directly supervised by technician certified as a NADCA Certified Ventilation System Specialist (CVI).
 - If the Proposal includes cleaning of a HVAC system, then the work shall be directly supervised by technician certified as a NADCA Air Systems Cleaning Specialist (ASCS)
 - If the Proposal includes assessment and remediation for microbial growth in a HVAC system, then the work shall be directly supervised by technician certified as a NADCA Ventilation System Mold Remediator (VSMR).
- Contractor shall, at no cost to the County, provide a cost and time proposal for each project to the County Authorized Representative. Contractor shall only proceed with the Work after authorization by the County Authorized Representative is received in the form of a Work Order for the total cost of the project.
- Work shall be performed during the hours designated by the County Authorized Representative.
- Projects assigned and authorized by the County Authorized Representative must be completed within the time frame specified.
- When requested by the County Authorized Representative, Contractor shall provide either 35 mm digital pictures and/or DVD video from a robotic camera with date clearly visible as a means to document pre-cleaning condition and verify post cleaning effectiveness within the HVAC system components and associated ductwork.

ii. High Dusting scope of Work:

- Dust all surfaces above eight feet in height, for the purpose of removing all fine debris including but not limited to dust, dirt, cobwebs, and spider webs, as requested by the Authorized County Representative. Dusting shall be done with HEPA-rated vacuums.
- Contractor shall use the appropriate ladders, ~~lifts~~, or other equipment to raise the worker to the Work area. Any staff using the equipment must be properly trained and able to use the equipment safely. Staff must ensure the safety of any people near the work area.

- Contractor shall provide all vacuums, ladders, ~~lifts~~, equipment and supplies to complete the Work. Any lift rental costs will be billed back to the County at cost plus a percentage markup.
- Contractor shall, at no cost to the County, provide a cost and time proposal for each project to the County Authorized Representative. Contractor shall only proceed with the Work after authorization by the County Authorized Representative is received in the form of a Work Order for the total cost of the project.
- Work shall be performed during the hours designated by the County Authorized Representative.
- Projects assigned and authorized by the County Authorized Representative must be completed within the time frame specified.

iii. Project Coordination

- All Work shall be coordinated so as to minimize impact to staff and clients using the facility. Utility location and connections shall be coordinated with the proper utility companies.
- Contractor shall call the County's Dispatch Office, at 503-988-3779, to schedule any Work at a County Facility.
- ~~Normal County operational daytime~~ hours are Monday through Friday; 6:30 a.m. to 6:00 p.m. Duct Cleaning work is expected to be performed outside of normal hours.
- Work under the contract will be coordinated through and approved by the County Authorized Representative. Restrictions on the hours of Work may occur from time to time to accommodate County operational needs.
- Access and parking locations shall be designated by the County Authorized Representative.
- ~~Contractor shall have no contact with residents at Women's Transition Centers during the Work. Enforcement of this policy shall be the responsibility of Contractor. In the event of violation of this policy, County shall have the right to require Contractor to immediately and permanently remove the individual or individuals violating the policy from the job site. This policy does not require employees to be rude. A simple acknowledgement in response to a greeting from a resident shall not be a violation of this policy; however, no further conversation or contact is permitted.~~
- Records Check Authorizations: All Contractor personnel who have access to any County facility shall be subject to a security clearance check and a background records check (including fingerprinting) by the County prior to providing services in or entering any facility. All Contractor personnel having access to a facility shall submit a completed and signed Records Check Authorization in Exhibit 9, in Sample Contract, in order to begin the background records check procedure. There shall be no exceptions to the background records check requirement and no substitutions of Contractor's personnel without first obtaining the prior security clearance check and approval. Failure to obtain security clearance approval shall be grounds for the County's refusal of an employee's assignment under this Contract. Contractor and Contractor's personnel accessing a facility shall follow all the County's established security procedures while working in the facility, including, but not limited to, the Correctional Facility Work Rules attached as Exhibit 10, in Sample Contract. Contractor shall cause each of its employees who may provide Work under this Contract to sign a copy of the Correctional Facility Work Rules. Upon request of the County, Contractor shall provide copies of the signed Work Rules to the County

Authorized Representative. Failure to properly follow security procedures in a facility may result in termination of this Contract by County.

- JCAHO Procedures: One or more of the facilities where the Contractor may perform Work are health clinics accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). If a facility is accredited by JCAHO then the Contractor must comply with the JCAHO Safety Measures for Contractors attached as Exhibit 11, in Sample Contract, when providing Services to those facilities.
- Contractor shall provide project deliverables per Exhibit 12, in Sample Contract.
- Contractor shall follow the requirements per Exhibit 13 – Fire Protection and Hot Work Procedures, in Sample Contract.