



September 29, 2022

Board of North Clackamas Parks and Recreation District

Ratification of Five Approved Contracts for NCPRD

Purpose/Outcome	The attached contracts were originally executed by the BCC, without convening as the NCPRD Board. Following the results of our internal audit, it is recommended that the NCPRD Board ratify each of these existing contracts, to make the approval completely valid. It has been determined that all five can be ratified at once.
Dollar Amount and Fiscal Impact	<i>No Fiscal Impact</i>
Funding Source	<i>N/A</i>
Duration	<ol style="list-style-type: none"> <u>Enviser, Inc</u>- Expiring on June 30, 2022, with 3-year extension option. <u>ICON</u> - Expiring December 31, 2028. <u>Metro</u> - Expiring June 30, 2024. <u>Clackamas Broadband Exchange</u> - Extending “until terminated.” <u>Clackamas Water Environment Services</u> - Expiring June 30, 2025, with a 5-year extension option.
Previous Board Action/Review	<p><i>Approved by BCC.</i></p> <ol style="list-style-type: none"> <u>Enviser, Inc</u> - 10/17/2019 <u>ICON</u> – 2/22/2018 <u>Metro</u> – 10/29/2020 <u>Clackamas Broadband Exchange</u> – 7/11/2019 <u>Clackamas Water Environment Services</u> – 10/29/2020
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>How does this item align with your department’s Strategic Business Plan goals? N/A</i> <i>How does this item align with the County’s Performance Clackamas goals? Ratifying these agreements shows transparency in the procurement and budget processes, which aligns with the County strategic priority of Building Public Trust through Good Governance.</i>
Counsel Review	<ol style="list-style-type: none"> <i>Date of Counsel review: August 24, 2022</i> <i>Initials of County Counsel performing review. JM</i>
Procurement Review	<ol style="list-style-type: none"> <i>Was the item process through Procurement? No</i> <i>If not, provide brief explanation: Ratifying 5 contracts.</i>
Contact Person	<i>Elizabeth Gomez 971-645-7935</i>

Contract No.	<ol style="list-style-type: none"> 1. <u>Enviser, Inc</u> - #1861 2. <u>ICON</u> – N/A 3. <u>Metro</u> – Metro Contract No 934898 4. <u>Clackamas Broadband Exchange</u> – N/A 5. <u>Clackamas Water Environment Services</u> – N/A
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BACKGROUND:

Excerpted from the Internal Audit:

“Of the 90 NCPRD Board approved contracts identified during the review period (1/1/2017-5/17/2022), 60 were approved without convening the NCPRD Board of Directors. All 60 identified contracts were executed prior to January 2021.

Five contracts approved without convening the NCPRD Board of Directors remain active.”

RECOMMENDATION:

Ratify active contracts and agreements approved by the Board of County Commissioners on behalf of the District Board. The contracts identified requiring NCPRD Board approval are with:

1. Enviser, Inc for \$779,892 in aquatic equipment maintenance services, expiring on June 30, 2022, with 3-year extension option.
2. ICON for a \$235,000 software license, expiring December 31, 2028.
3. Metro for \$30,000 in GIS services, expiring June 30, 2024.
4. Clackamas Broadband Exchange for a \$12,240 annual Internet agreement, extending “until terminated.”
5. Clackamas Water Environment Services to provide \$90,000 annually in natural area maintenance services, expiring June 30, 2025, with a 5-year extension option.

ATTACHMENTS:

1. Enviser, Inc for \$779,892 in aquatic equipment maintenance services, expiring on June 30, 2022, with 3-year extension option.
2. ICON for a \$235,000 software license, expiring December 31, 2028.
3. Metro for \$30,000 in GIS services, expiring June 30, 2024.
4. Clackamas Broadband Exchange for a \$12,240 annual Internet agreement, extending “until terminated.”
5. Clackamas Water Environment Services to provide \$90,000 annually in natural area maintenance services, expiring June 30, 2025, with a 5-year extension option.

Respectfully submitted,



Michael Bork, Director
North Clackamas Parks and Recreation District

**BEFORE THE BOARD OF THE NORTH CLACKAMAS
PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Ratifying and
Affirming active contracts not
previously approved by the Board
of the North Clackamas Parks and
Recreation District



Order No. _____

This matter coming before the Board at this time, and it appearing that there are five active contracts between the North Clackamas Parks and Recreation District (NCPRD) and other parties that were approved by the Board County Commissioners without convening as the Board of NCPRD;

It further appearing that this Board may ratify and affirm the contracts not approved without convening as the Board of NCPRD; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the NCPRD Board hereby ratifies and affirms the contracts set forth in Exhibit A. Any action, agreement, document or certification that has been taken, executed, delivered or performed with respect to the contracts on behalf of NCPRD, the same is hereby ratified and affirmed. Provided, however, that NCPRD reserves all rights, remedies, claims, and causes of action it may have with respect to work previously performed under the Contracts.

ADOPTED this 8th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Anthony Mayernik, Recording Secretary



Purchase Order

#000000625

North Clackamas Parks District
 150 Beaver Creek Rd
 Oregon City OR 97045

Supplier: 0000048234
 ENVISE INC
 7390 LINCOLN WAY
 GARDEN GROVE CA 92841

PO Reference: Exp 6/30/22 w/ 3 renewals

CHANGE ORDER		Dispatch via E-Mail	
Purchase Order	Date	Revision	Page
NCPRD-000000625	10/21/2019	1 - 10/22/2019	1
Payment Terms	Freight Terms	Ship Via	
Due Now	FOB Dest, Seller bears Frt	Best Way	
Buyer	Phone	Currency	
Ryan Rice			

Ship To: 5400
 150 Beaver Creek Rd
 Oregon City OR 97045

Attention: Not Specified

Bill To: 150 Beaver Creek Rd
 Oregon City OR 97045

Tax Exempt? N **Tax Exempt ID:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
113-5400-07702-424423-82424--31,626.00							
1- 1	NCPRD Facility's Equipment Maintenance (RFP #2019-57) Clackamas Elementary School		3,162,600.00	EA	0.01	31,626.00	10/21/2019
Schedule Total						<u>31,626.00</u>	
Item Total						<u>31,626.00</u>	
113-5400-07702-424423-82422--5,840.00							
2- 1	NCPRD Facility's Equipment Maintenance (RFP #2019-57) Concord Building		5,840.00	EA	1.00	5,840.00	10/21/2019
Schedule Total						<u>5,840.00</u>	
Item Total						<u>5,840.00</u>	
113-5400-07705-431000---73,656.00							
3- 1	NCPRD Facility's Equipment Maintenance (RFP #2019-57)		73,656.00	EA	1.00	73,656.00	10/21/2019
Schedule Total						<u>73,656.00</u>	
Item Total						<u>73,656.00</u>	
113-5400-07702-424423---18,860.00							
4- 1	NCPRD Facility's Equipment Maintenance (RFP #2019-57) Annual Maintenance		18,860.00	EA	1.00	18,860.00	10/21/2019
Schedule Total						<u>18,860.00</u>	
Item Total						<u>18,860.00</u>	

 PURCHASE ORDER IS FOR ENCUMBRANCES ONLY.
 CONTRACT TERMS AND CONDITIONS APPLY.

Board #101719 V.1.
 Cobblestone #1861

Price Breakdown:
 -North Clackamas Aquatic Park- Scope A- \$73,656.00 annual
 -Clackamas School Building- Scope A- \$31,626.00 annual
 -Concord Building- Scope C- \$5,840.00 annual
 -Repair Work as needed- \$18,860.00 annual
 ALL VALUES RESET ANNUALLY

This order is subject to Clackamas County Purchase Order Standard Terms and Conditions, hereby incorporated by reference and found at: <http://www.clackamas.us/bids>

Authorized Signature



Purchase Order

#0000000625

North Clackamas Parks District
 150 Beaver Creek Rd
 Oregon City OR 97045

Supplier: 0000048234
 ENVISE INC
 7390 LINCOLN WAY
 GARDEN GROVE CA 92841

PO Reference: Exp 6/30/22 w/ 3 renewals

Tax Exempt? N **Tax Exempt ID:**

CHANGE ORDER

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
NCPRD-0000000625	10/21/2019	1 - 10/22/2019	2
Payment Terms	Freight Terms	Ship Via	
Due Now	FOB Dest, Seller bears Frt	Best Way	
Buyer	Phone	Currency	
Ryan Rice			

Ship To: 5400
 150 Beaver Creek Rd
 Oregon City OR 97045

Attention: Not Specified

Bill To: 150 Beaver Creek Rd
 Oregon City OR 97045

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Total PO Amount 129,982.00

This order is subject to Clackamas County Purchase Order Standard Terms and Conditions, hereby incorporated by reference and found at: <http://www.clackamas.us/bids>

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Artex Risk Solutions, Inc 2850 Golf Road, 5th Floor Rolling Meadows IL 60008	CONTACT NAME: Sheryl Haas PHONE (A/C No. Ext): 630-285-4187 E-MAIL ADDRESS: sheryl_haas@artextrisk.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Envisé 12131 Western Avenue Garden Grove, CA 92841	INSURER A : Old Republic Insurance Company	NAIC # 24147
	INSURER B : Lexington Insurance Company	19437
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2116355577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY30720419	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB30717719	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			023627653	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC30717619	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			MWTB30717719	4/1/2019	4/1/2020	Comp Ded- \$250 Collision Ded- \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: North Clackamas Park and Recreation District Maintenance Agreement - All Operations

Envisé Division PNW

Clackamas County and North Clackamas Parks and Recreation District, and their officers, elected officials, agents, and employees are included as Additional Insureds under the General Liability and Automobile Liability policies per the terms and conditions of the contract.

CERTIFICATE HOLDER**CANCELLATION**

North Clackamas Park and Recreation District
 6199 8 E Lake Road
 Milwaukie OR 97222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).



GOODS AND SERVICES CONTRACT Contract #1861

This Goods and Services Contract (this “Contract”) is entered into between **Envise, Inc.** (“Contractor”), and North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon (“District”) for the purposes of providing **North Clackamas Parks and Recreation District Facility’s Equipment Maintenance.**

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022** with the option for three (3) additional one (1) year renewals thereafter subject to the mutual agreement of the parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the work (“Work”) described in RFP #2019-57 North Clackamas Parks and Recreation District Facility’s Equipment Maintenance, published July 3, 2019, and the addendum #1 issued August 5, 2019, attached and hereby incorporated by reference as Exhibit “A.” The Work includes three different facility maintenance scopes of work described in Exhibit A and summarized as follows: (i) mechanical service (“Scope A”); (ii) preventative maintenance service (“Scope B”); and (iii) a twice-yearly test and inspection maintenance (“Scope C”). The facility maintenance Work will be performed on three District facilities: the North Clackamas Aquatic Park, the Clackamas School Building, and the Concord Building. The particular facility maintenance Work that will be performed at each of the District facilities is described as follows:

- North Clackamas Aquatic Park: Contractor will perform Scope A;
- Clackamas School Building: Contractor will perform Scope A;
- Concord Building: Contractor will perform Scope C.

Contractor will not, at this time, perform Scope B at any of the facilities.

The Work may also include optional equipment repairs outside of the regular maintenance work described in Scopes A, B, and C (the “Repair Work”). The Repair Work must be separately authorized by the District, in writing, and only by the District’s contract administrator.

This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “B.” Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Kevin Cayson.

III. COMPENSATION

1. PAYMENT. The District agrees to compensate the Contractor for performance of facility maintenance Work on a fixed fee basis as follows:

- North Clackamas Aquatic Park Scope A Work: \$73,656.00;
- Clackamas School Building Scope A Work: \$31,626.00;
- The Concord Building Scope C Work: \$5,840.00.

The maximum annual compensation authorized under this Contract for performing facility maintenance Work at all three facilities shall not exceed the sum of **\$111,122.00**.

The District agrees to compensate Contractor for Repair Work on a time and material basis in accordance with the rates and costs specified in Exhibit B. The maximum annual compensation for Repair Work shall not exceed the sum of **\$18,860.00**.

The total Contract compensation authorized under this Contract, including all facility maintenance Work and Repair Work, shall not exceed the sum of **\$779,892.00**.

2. TRAVEL EXPENSE REIMBURSEMENT. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. INVOICES. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District’s Representative at: North Clackamas Parks and Recreation, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at kevinc@ncprd.com.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District’s reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons

supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay caused by the negligent acts or omissions of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and reasonable expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. Commercial General Liability. The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. Automobile Liability. The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employee's additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide written notice, in accordance with Contractor's insurance policies, to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the 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 this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without written notice, in accordance with Contractor's insurance policies, by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. Conditioned upon payment in full, all work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor, conditioned upon Contractor receiving payment in full from the District, hereby irrevocably assigns to District a limited license to use the Work Product in connection with completing this Project. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. 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 the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the

subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the

percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor, any other remedy that may be available to Contractor at law or equity. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the 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 such claim becomes due, the proper officer representing the District may pay such 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. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly,

as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Envisé, Inc.

JM BAGUIO 09.30.19

Authorized Signature Date

Joe Baguio Account Operations Mgr.
Name / Title (Printed)

503-577-9543
Telephone Number

1100630-96
Oregon Business Registry #

California
Entity Type / State of Formation

North Clackamas Parks and Recreation District

[Signature] 10/17/19
Chair Date

[Signature] V.1
Recording Secretary

Approved as to Form:

[Signature] 10/02/2019
County Counsel Date

EXHIBIT A
RFP#2019-57
North Clackamas Parks and Recreation District
Facility's Equipment Maintenance
Issued July 3, 2019



REQUEST FOR PROPOSALS #2019-57

FOR THE

**North Clackamas Parks and Recreation District
Facility's Equipment Maintenance**

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Procurement Division Director**

**Ryan Rice
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: August 6, 2019

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	July 8, 2019
Protest of Specifications Deadline.....	July 15, 2019, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	July 18, 2019, 1:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	July 30, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 6, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that North Clackamas Parks and Recreation District, through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, August 6, 2019** (“Closing”), to provide Facility’s Equipment Maintenance. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2019-57-19.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Mandatory pre-proposal conference and tour:

A mandatory pre-proposal conference and tour will be held on July 18, 2019 at 1:00PM at The North Clackamas Aquatic Park located at 7300 SE Harmony Rd, Milwaukie, Oregon, 97222. Companies may be represented by up to a maximum of two (2) persons at the meeting and tour. Potential proposers must attend the conference/tour to be eligible to submit a proposal. Additionally a Walk-through of the Clackamas (15301 SE 92nd Ave, Clackamas, OR) and Concord (3811 SE Concord Rd, Milwaukie, OR) properties will immediately follow the same day but will not be mandatory.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 503-742-5446, rrice@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County, on behalf of its departments and its special district, North Clackamas Parks and Recreation District is seeking Proposals from vendors to provide wide mechanical and HVAC services for the North Clackamas Aquatic Park, Clackamas School Building, and Concord Building sites.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

North Clackamas Parks and Recreation District (“NCPRD”) is seeking a partnership with a Contractor to provide full coverage mechanical service and preventative maintenance to the following facilities:

- The North Clackamas Aquatic Park (“NCAP”): a regional swim Center with a lap pool, 3 waterslides, kiddie pool, and a wave pool. The services required for this site will include **Scope A & Scope B** as defined below in Section 3.3.1. and Section 3.3.2.
- Clackamas School Building (Clackamas): a 44,000 Sq. Ft facility currently serving as a charter school. The services required for this site will include **Scope A & Scope B** as defined below in Section 3.3.1. and Section 3.3.2.
- Concord Building: a 47,000 Sq. Ft. facility currently not in use. NCPRD is looking for Twice Yearly Test and Inspection Maintenance +Air Filters and on-call services as described within **Scope C** as defined below in Section 3.3.3.

3.3. SCOPE OF WORK

3.3.1. Scope A: Full Coverage Mechanical Service

The contractor shall:

- Complete the quarterly mechanical inspections. Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections, maintenance & repairs.
- Provide all materials for service inspections & repairs; this will include refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.
- All repairs are the responsibility of the contractor on maintainable and non-maintainable parts and systems.
- All mechanical equipment is to be included regardless of age or condition.
- Failed, un-repairable equipment is to be replaced by the contractor at their cost.
- One of the goals of the contract is to assist the facility in being open to serve the public and to minimize closures and inconveniences to the public due to maintenance and mechanical issues.
- Automated chemical feed systems for pools are excluded.

- Automated chemical feed systems for boilers are included in this RFP to include tubing, pumps and all associated delivery system parts. Systems shall be maintained to be leak free.
- NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and are not a part of this RFP.

3.3.2. Scope B: Preventative Maintenance Service

The contractor shall:

- Complete the quarterly mechanical inspections (include a copy of your quarterly mechanical inspection plan)
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the quarterly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by the contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours)
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

3.3.3. Scope C: Twice Yearly Test and Inspection Maintenance +Air Filters and on call service for the Concord Site

The contractor shall:

- Complete the twice (2) yearly mechanical inspections (include a copy of your quarterly mechanical inspection plan). Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the 2 twice yearly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts yearly replacement min), filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours).
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

Maintenance Inspections:

The intent of this agreement is to allow the contractor to make decisions about how to best maintain equipment to support NCPRD operations and minimize the risk of mechanical failures in the most effective and efficient way possible. However, the contractor's proposal must provide, at a minimum, quarterly maintenance service for all mechanical equipment included on the enclosed **mechanical equipment schedules for each facility.**

This includes

- (3) Operational type inspections;
- (1) Comprehensive type inspection;
- Quarterly filter changes on all air-handling equipment;

- Annual belt changes on applicable equipment; and
- Service Reports- to be delivered to NCPRD Supervisor within one (1) week of service. Service reports to indicate the general condition of each piece of equipment and report any repairs made or future risks for failure. Any critical items of concern discovered during a service should be reported to the supervisor immediately that day.

The contractor must submit, with their response, a list of tasking to be performed on the included mechanical equipment schedules during these minimum service inspections detailing both operational and comprehensive in nature.

Maintenance Response Times:

Vendor must provide (24) hours a day, (7) days a week, (365) days a year service. Service will be accessed through a single vendor contact. Service calls will be initiated by phone by an approved NCPRD staff member.

The specific nature of each call for service and its impact on NCPRD operations will be determined by NCPRD staff with input from vendor. Ultimately, the criticality of need and response required by the vendor will be decided by NCPRD staff.

- **Non-Critical Response:** Within (24) hours.
- **Critical Response:** Within (4) hours.

Access:

Access can be granted by NCPRD supervisors or their delegated staff member. Absolutely, no work can begin at any time without the approval of NCPRD supervisors; this includes standard maintenance or repair. Access for work that requires the shutdown of equipment must be preapproved by NCPRD supervisors.

All vendor employees assigned to NCPRD must have a background check completed (which will include both state and federal). This list should be updated annually and submitted to NCAP.

Subcontractors:

The intent of the RFP is to create a partnership with a contractor that can comprehensively respond to NCPRD mechanical needs. The contractor's use of subcontractors is not strictly prohibited, but preference is that the successful contractor possesses the skill and manpower to respond appropriately to all "regular" mechanical needs (based on the included NCPRD Equipment Schedule).

If a responding contractor intends to partner with a subcontractor to meet the demands of the regular service work contained within the RFP, the contractor must indentify specifically which equipment they intend to have supported by a subcontractor in their response. It is assumed that regular services for equipment not indentified as "subcontractor supported" in their response, will be executed directly by the staff of the responding contractor.

The selected contractor will identify all subcontractor labor before work begins. They must demonstrate that all subcontractors meet the minimum qualifications defined by the RFP and Clackamas County before work begins. This is a requirement for any work completed on NCPRD property.

Energy Conservation and Benchmarking:

NCPRD is dedicated to being conscious of Earth's resources. The selected contractor will work with NCPRD towards the goal of reducing energy usage throughout the contract period. This will include at a minimum a review of current usage and benchmarking reduction in usage each year of the contract.

Disposal:

Any waste created by the execution of the included scope is the responsibility of the contractor. Waste will be disposed of immediately and in accordance with EPA regulations. At no time will waste be stored on site or will the contractor have access to NCPRD facilities for disposal. This includes items like filters, belts, wire, conduit, sheet metal, screws, oil, refrigerant, and mechanical components.

Work Site:

The contractor will maintain clean and organized work sites. This applies to all work. Sites will be cleaned at the close of each day. No materials will be stored on site, unless approved by NCPRD staff. All waste will be removed each day. Safety is paramount and worksite will not be left in a condition that poses any potential risk to staff or patrons.

Spare Parts:

NCPRD has some spare parts existing in its facilities. Spare parts on hand may be used for repairs but will need to be replaced with like for like parts within 30 days of their use by contractor.

Chemical Systems:

Chemical feed systems for boilers **are** included in this RFP.

Control Systems:

NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and **will NOT be included within this RFP.**

The following items are included and incorporated within this RFP:

- **North Clackamas Aquatic Park Equipment List**
- **Equipment Schedule- Concord Building**
- **Equipment Schedule- Clackamas Elementary**
- **Air Filter Service Equipment List- Concord Building**
- **Air Filter Service Equipment List- Clackamas Elementary**

Excluding Coverage:

The responding contractor may submit a list of equipment or systems they wish to exclude from all or part of the service requirements above. However, any exclusions will have an impact on NCPRD's decision during the selection process. If exclusions are to be submitted, the equipment must be clearly identified. The responding contractor must provide the specific points of service that are being excluded along with a reason for the exclusion. Exclusions must be provided in writing and submitted with the original RFP response. Any Items not excluded in the original response will be considered "included" and all points of service, inspection, repairs and replacement will apply.

3.3.2. Scheduling:

Quarterly Service Minimum

The selected contractor shall submit a service delivery plan for the minimum required mechanical service. The delivery plan will document the approximate date of each service.

NCPRD will approve or request adjustments. The selected contractor will be expected to honor the approved service delivery plan. All work for minimum quarterly service can be scheduled on regular days Monday through Friday, 6:30 am - 5:00 pm.

Continuing Service & Emergency Repairs

Any services the contractor deems necessary to serve the intent of the agreement, beyond the quarterly minimum service requirements, may contact the NCPRD supervisor for scheduling. Any access for

emergency repairs requires the approval of NCPRD supervisors. Any interruptions in service from mechanical equipment for any reason must be approved in advance by NCPRD supervisors.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2022** with the option for three (3) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-25
Project Understanding and Scope of Work	0-25
Sample Plan and Safety Program	0-20
Fees	0-20
References	0-10
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- List any licensing and certifications beneficial to providing the equipment maintenance for the District wide mechanical and HVAC services.
- Description of providing similar services to public entities of similar size.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Project Understanding and Scope of Work

- Clearly state an understanding of the services to be performed. Highlight the differences of *full coverage mechanical services* (Scope A) and *preventative maintenance service* (Scope B) and twice yearly test and inspection maintenance +air filters and on call service for the Concord Site" (Scope C)
- Detail key issues you feel are necessary in providing any equipment maintenance for the **District Wide Mechanical and HVAC Services**.
- Provide a list of tasking to be performed on the included *mechanical equipment schedule* during the minimum service inspections detailing both operational and comprehensive in nature.
- Clearly identify a list of equipment or systems the responding contractor wishes to exclude from all or part of the service requirements listed in this RFP.

5.4. Sample Plan and Safety Program

- Provide a sample of a past Quarterly Mechanical Inspection Plan.
- Provide a sample of a service report for a similar sized project in the past.
- Provide a description of the responding contractor's safety program.
- Twice yearly test and inspection maintenance +air filters and on call service for the Concord Site

5.5 Rates/Fees

Fees should be on a time and material fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Clearly state the rates for providing full coverage mechanical service (Scope A), preventative maintenance service (Scope B), and twice yearly test inspection maintenance +air filters with on call services (scope C). Provide an hourly pay rate for non-contract work (both regular hours and after hours). Provide a parts markup schedule for non-contract work. Fees must include any truck and fuel charges.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2019-57 North Clackamas Parks and Recreation District
Facility's Equipment Maintenance

Submitted by: Enviser, incorporated in California on 03/10/2015.
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 1100630-96

Contractor's Authorized Representative:

Signature:  Date: 08/05/2019
Name: Joe Baguio Title: Account Operations Manager
Firm: Enviser
Address: 5016 N. Channel Ave.
City/State/Zip: Portland, OR 97217 Phone: 503.577.9543
e-mail: jbaguio@enviserco.com Fax: _____

Contract Manager:

Name Joe Baguio Title: Account Operations Manager
Phone number: 503.577.9543
Email Address: jbaguio@enviserco.com

North Clackamas Aquatic Park Equipment List

Wave Pool Mechanical Room			
Tag	Description	Type	QT
N/A	Quincy Air Compressor 5HP Motor	Air Comp	1
N/A	50HP 3PZ Induction Pump; Heated Windings	Pump	2
ASU-4	Air Supply Unit #4 - PACE	AHU	1
N/A	Wave Pool Air Cylinder & Valves	Valve	4

Basement Pump Room			
Tag	Description	Type	QT
N/A	Lap/Dive 7.5HP	Motor	2
N/A	Taco Lap/Dive Pump	Pump	2
N/A	Lap/Dive Filter Baskets	Filter	2
N/A	Wave Pool Filter Baskets	Filter	2
N/A	Wave Pool 25HP Pump	Motor	2
N/A	Taco Wave Pool Pump	Pump	2
N/A	Red Slide 5HP	Motor	1
N/A	Red Slide Taco Pump	Pump	1
N/A	Red Slide Filter Basket	Filter	1
N/A	Taco 20HP Large Slides	Motor	1
N/A	Interactive 10HP	Motor	1
N/A	Large slide Pump	Pump	1
N/A	Interactive Pump	Pump	1
N/A	Large Slide/Interactive Filter Basket	Filter	1
N/A	Pump Room Sump	Pump	3

Boiler Mechanical Room			
Tag	Description	Type	QT
N/A	10 gallon water heater - Boiler Mechanical Room	Water heat	1
HX-1/2a/2b	Wave/Lap/Dive Heat Exchangers	HX	3
N/A	Hot Water Circulation Pump 7.5HP	Pump	2
N/A	Expansion Tank	Tank	1
N/A	Hot Water Circulation Pump 1HP	Pump	2
N/A	Aerco Boilers	Boiler	2

2nd Floor Mechanical Space			
Tag	Description	Type	QT
N/A	Air Compressor	Air Compressor	2
N/A	Generator 460 Ford Natural Gas - Propane	Generator	1
ASU-5	Air Supply Unit 5HP Supply Fan	AHU	1
ASU-5	Air Exhaust unit 5 HP exhaust Fan	AHU	1
ASU-3	Air Supply Unit (6) 7.5HP / (1) 45HP Exhaust	AHU	1
N/A	Heat Wheel & Motor	Heat Wheel	1

North Clackamas Aquatic Park Equipment List

Filter Room			
Tag	Description	Type	QT
N/A	Spa 7.5HP Pump	Pump	2
HX-3	Heat Exchanger	HX	1
N/A	UV Unit	UV	1
N/A	Auto Fill Lap/Dive/Spa	Valve	3
N/A	Carrier AC Unit	AC	1

Mechanical Space Above Office			
Tag	Description	Type	QT
N/A	Hot Water Circulation Pump 7.5HP	Pump	2
ASU-1	15HP Supply Fan	AHU	1
N/A	Carrier 30 ton air cooled unit with BACnet card	AC condenser	1
	30 ton DX evaporator coil		1
ASU-2	7.5 HP PACE	AHU	2
N/A	Small heat wheel and motor	Heat Wheel	1
N/A	Condenser Heat Exchanger	HX	1
N/A	Camus Boiler	Water heat	1
N/A	Hot Water Circulation Pump 1 HP for Camus Boiler	Pump	2

Sewage Pump Station			
Tag	Description	Type	QT
N/A	Marathon 10HP Pumps	Pump	2
N/A	1/2HP Sump	Pump	1

Kitchen Mechanical Space			
Tag	Description	Type	QT
N/A	Hood 3HP	Hood	1
N/A	Kitchen Hot Water Heater	WH	1
ASU-7	3HP Supply Fan	AHU	1
N/A	MAU Pizza Oven 1/2HP	AHU	1
N/A	Electric Heating Coil Units	Heat	7

Kiddie Mechanical Room			
Tag	Description	Type	QT
HX-4	Heat Exchanger	HX	1
N/A	Pentair 1.5 HP motor	Motor	1
N/A	Pentair 1.5HP Pump	Pump	1

Varied location			
Tag	Description	Type	QT
N/A	VAV or Terminal boxes	Heat	4
N/A	Re-heat coils	Heat	3
N/A	1/8 HP motor exhaust fan for the chemical room	AHU	1

Equipment Schedule

Concord Building 3811 SE Concord Rd, Oak Grove, OR, 97267

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
Boiler System						
1	Boiler	Smith Cast Iron	28HE-9	28-HE-9-080420	67 Bir HP	Boiler Room
Air Handler(s)						
1	FC-001 1 - Supply Fan Motor	x	X	x	0.5 HP	
1	FC-002 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-003 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-004 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-005 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-006 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-007 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-008 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-009 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-010 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-011 1 - Supply Fan Motor	x	X		0.5 HP	
1	UV-001 1 - Supply Fan Motor	x	xx	xx	0.5 HP	
1	UV-002 1 - Supply Fan Motor	x	xx		0.5 HP	
1	UV-003 1 - Supply Fan Motor	x	xx		0.5 HP	

Equipment Schedule Concord Building

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	UV-004 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-005 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-006 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-007 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-008 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-009 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-010 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-011 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-012 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-013 1 - Supply Fan Motor	X	xxx		0.5 HP	
1	UV-014 1 - Supply Fan Motor	X	xx		0.5 HP	
Package and Split Units						
1	Split-001 1 - Supply Fan Motor 1 - Heating Section *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	AAON	CB-B-036-2-B-1	201007CDCC013	3 Tons 0.5 HP 3 Tons 0.33 HP	Roof
1	Split-002 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 - compressor 1- condenser fan motor	LG	LAU245HV	xx	1 Tons 0.25 HP 1 Tons 0.25 HP	Roof

Equipment Schedule Concord Building

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Split-003 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 compressor 1- condenser fan motor	LG	LAU245HV	xx	1 Tons 0.12 HP 1 Tons 0.25 HP	Roof I
1	Split-003 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 compressor 1- condenser fan motor	Mitsubishi	MUY-GE15NA	1000317	1 Tons 0.25 HP 1 Tons 0.12 HP	Ground
Special Fans						
1	EF-001	Greenheck	G-133-B-X	13372976	0.5 HP	Roof
1	EF-002	Greenheck	G-133-B-X-QD	xx	0.5 HP	Roof
1	EF-003	Greenheck	G-133-B-X-QD	1334B457	0.5 HP	Roof
	EF-004	Greenheck	FGL-16X26-A-BS	6235557	0.5 HP	Roof
1	EF-005	Greenheck	FGL-16X26-A-BS	6235557	0.5 HP	Roof
1	EF-006	Greenheck	FGR-8X8-A-BS	6235557	0.5 HP	Roof
1	EF-007	Loren Cook	100W15DH	1735508586000	1 HP	Wall
1	EF-008	Loren Cook	100W15DH	xx	1 HP	Wall
	EF-009	Greenheck	CV-090-D-X	13855799	1 HP	Wall
5	Fan Coil Unit					
12	Converter Steam or Hot Water					

Equipment Schedule Clackamas Elementary

Clackamas Elementary, 15301 SE 92nd Ave, Clackamas. Or, 97015

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	Boiler System					Boiler room
1	Boiler-001				51 Bir HP	
1	Boiler-002				51 Bir HP	
	Air Handler(s)					
1	UV-001 1 - Supply Fan Motor				0.25 HP	
1	UV-002 1 - Supply Fan Motor				0.25 HP	
1	UV-003 1 - Supply Fan Motor				0.25 HP	
	Package and Split Unit(s)					
1	RTU-001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJE006---351--	2502G50312	5 Tons 0.5 HP 5 Tons 0.33 HP	Roof
	Refrigeration Unit(s)					
1	RF-001 1 - Compressor Evaporator Fan 2 - Condenser Fan Motors	Heatcraft	LCA690AA	D01L00071	2 Tons 2 Tons 0.5 HP 0.25 HP	Kitchen
1	RF-002 1 - Compressor 2 - Condenser Fan Motors	Heatcraft	LCA690AA		2 Tons 2 Tons 0.25 HP	Kitchen
	HV Units					
	HVU-001	Pace	A98		5 HP	
	HVU-002	Pace	A98	27384B	5 HP	
	Special Fan(s)					
1	EF-001	Pace	XX	XX	10 HP	
1	EF-002	Pace	XX		10 HP	
1	EF-003	Pace	XX		1 HP	
1	EF-004	Pace	XX		1 HP	
1	EF-005	Pace	XX		1 HP	
	Misc. Controls					
1	Damper Actuators					
1	Fan Coil Unit					
1	Unit Heater Electric Radiator VAV Box with ReHeat					

Air Filter Service

Concord Building 3811 SE Concord RD, Oak Grove, Or, 97267

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	CHANGES/YR.	SIZE	TYPE
Air Handler(s)				
FC-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-006	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-007	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-008	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-009	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-010	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-011	1	4	16 X 20 X 2	Extended Surfaced Pleated
Misc. Equipment				
FCU-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-006	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-007	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-008	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-009	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-010	1	4	16X20X2	Extended Surfaced Pleated
UV-011	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-012	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-014	1	4	16 X 20 X 2	Extended Surfaced Pleated

Air Filter Service

Clackamas Elementary, 15301 SE 92nd Ave, Clackamas. Or, 97015

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:				
UNIT	QTY	CHANGES YR.	SIZE.	TYPE
Misc. Equipment				
HVU-001	1	4	25 X 25 X 2	Extended Surfaced Pleated
HVU-001	2	4	20 X 25 X 2	Extended Surfaced Pleated
HVU-002	1	4	25 X 25 X 2	Extended Surfaced Pleated
HVU-002	1	4	25 X25 X2	Extended Surfaced Pleated
Package Unit(s)				
RTU-001	2	4	16X25X2	Extended Surfaced Pleated
Air Handler(s)				
UV-001	1	4	20 X 25 X 1	Extended Surfaced Pleated
UV-002	1	4	20 X 25 X 1	Extended Surfaced Pleated
UV-003	1	4	20 X 25 X 1	Extended Surfaced Pleated



REQUEST FOR PROPOSALS #2019-57
North Clackamas Parks and Recreation District
Facility’s Equipment Maintenance
ADDENDUM NUMBER 1
August 5, 2019

On July 3, 2019, Clackamas County (“County”) published Request for Proposals #2019-57 (“RFP”) The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. The Proposal Closing Date is hereby changed from August 6, 2019 at 2:00PM to **August 8, 2019 at 2:00PM.**
2. SECTION 3 SCOPE OF WORK, 3.3:
The following items are added to the Equipment Schedule for Clackamas Elementary:

Qty.	Equipment	Manufacturer	Model	Serial#	Rating	Location
1	Generator		Cat		4001E	Outside Boiler room
2	Cyclone Domestic Hot Water Heater		AO Smith		150-970	Boiler room

3. SECTION 2 SCOPE OF WORK, 3.3.3, Items included and incorporated within this RFP:
Remove the equipment lists titled North Clackamas Aquatic Park Equipment List, and Equipment Schedule- Clackamas Elementary and replace with the updated equipment lists titled North Clackamas Aquatic Park Equipment List- Addendum #1, and Equipment Schedule- Clackamas Elementary- Addendum #1.

Note: The Equipment Schedules have been updated to include the approximate year (if known) of the equipment listed.

Attachments:

- **North Clackamas Aquatic Park Equipment List- Addendum #1**
- **Equipment Schedule- Clackamas Elementary- Addendum #1**

End of Addendum #1

EXHIBIT B
CONTRACTOR'S PROPOSAL

Proposal to provide Facility's Equipment Maintenance for:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

#2019-57



Enviser
5016 N. Channel Ave.
Portland, OR 97217
SCL # 208047

Presented To:
George Marlton
Procurement Division Director
2051 Kaen Rd.
Oregon City, OR 97045

Presented by:
Joe Baguio
Enviser
5016 N Channel Ave.
Portland, OR 97217

Facility's Equipment Maintenance at:

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

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EXECUTIVE SUMMARY

Dear Mr. Marlton,

Envisé appreciates this opportunity to respond to North Clackamas Parks and Recreation District's (NCPRD) RFP to provide HVAC preventative maintenance and repair. We believe that Envisé is the optimal fit for NCPRD's needs and that with our skillset, track record and shared values, we can ensure a cooperative relationship that will meet and exceed your expectations of value, innovation, safety, and sustainability.

We understand that mechanical systems at NCPRD are a significant investment and some systems are critical to the success of uninterrupted operations. That is, if the systems go off-line when unplanned, this can cause significant and unnecessary difficulties; not only in repair costs, but in lost facility usage time. Our strong belief in both collaboration and integrity underline our determination to provide best-in-class service for NCPRD. Envisé is committed to preventing system breakdowns, just as much as you and your organization are committed to delivering a quality service to your community.

Envisé's Maintenance Program is designed to preserve the integrity and efficiency of your systems. We recognize that NCPRD needs support in full coverage mechanical service, preventative maintenance service, and test and inspection maintenance +air filters and on call service. Our experience with your site and customized client communication program, which is tailored to your business and planning needs, will help achieve that by fostering communication for both current and future needs.

Ultimately, our program largely pays for itself by maintaining the efficiency of your newer systems while improving that of your old systems. This results not only in energy savings but savings on repair costs, lengthening the life of equipment, and preventing unforeseen downtime of critical equipment. With Envisé as your proactive maintenance, repair, and solutions team you will be gaining a partner that is focused on meeting your goals.

We look forward to the opportunity to work with NCPRD. If there is anything we can do to assist you in your important decision, please do not hesitate to contact me directly with any questions you may have.

Best,

JM Baguio

Joe Baguio
Account Operations Manager
Envisé
jbaguio@enviseco.com
503.577.9543

5.2. BACKGROUND AND QUALIFICATIONS

5.2.1 DESCRIPTION OF FIRM

Enviser, Pacific Northwest based in Portland, Oregon is a solely owned subsidiary of Southland Industries. Southland Industries, established in 1949 is a family of companies that includes TCM, established in 1953 and Southland Energy. Enviser, Pacific Northwest was formerly TCM’s service arm, prior to TCM joining Southland.

As a member of the Southland Family, Enviser provides expertise and services for energy optimization, building automation and mechanical services. With a wealth of resources and experience, we provide clients with customized, turnkey solutions through in-house engineering capabilities as well as self-performed HVAC, plumbing, construction, process piping, automation and controls, testing and balancing, commissioning, retro-commissioning, energy, and operations and maintenance services. Advocating an integrated design-build-maintain model, we utilize these capabilities to optimize each stage of the building’s lifecycle and offer a complete offering for our clients.

ENVISER CORE VALUE
INNOVATION

- We think creatively and pursue continuous improvement to generate opportunities.
- We provide inspired, visionary solutions for our customers.
- We value and provide opportunities to implement the ideas of our Envisers™.

Connected Solutions & Lifecycle Services

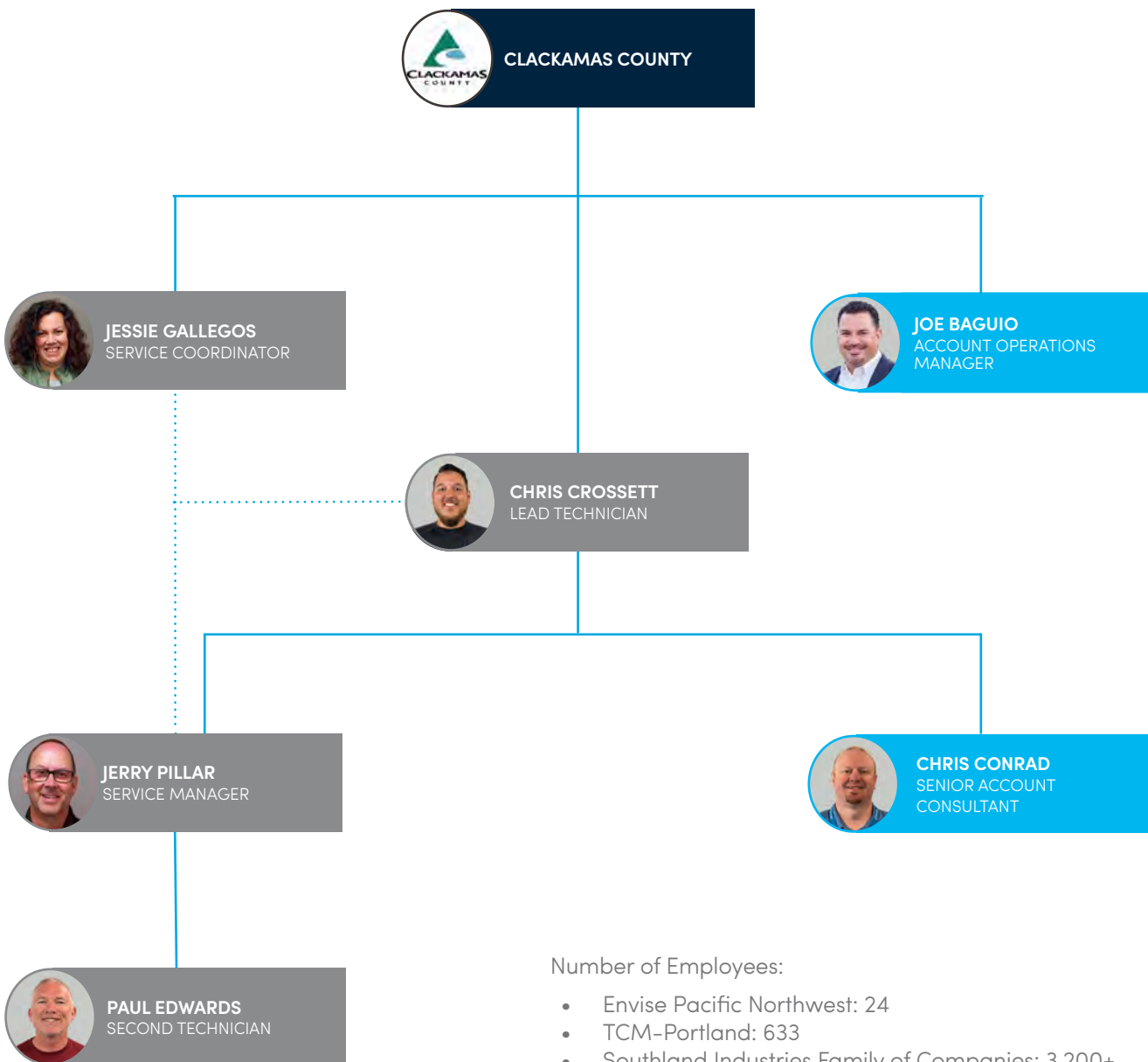
Connected business spanning the entire building lifecycle



5.2.2 KEY PERSONNEL

ENVISE CORE VALUE RELATIONSHIPS

- We build a positive referral with each and every customer interaction.
- We treat people how we want to be treated.
- We provide Envisers™ significant opportunities for personal and professional growth and a work environment that is progressive, exciting, and supportive.



Number of Employees:

- Enviser Pacific Northwest: 24
- TCM-Portland: 633
- Southland Industries Family of Companies: 3,200+

5.2.3 LICENSES

Oregon State Commercial General Contractor Level 1
License #: 208047

Description of Classifications:

- BP-Plumbing/Boiler
- Standard HVAC Services
- Piping
- Restricted Energy Contractor (CRE)

Some certifications of Enviser employees include:

- 5 LEED Accredited Professionals
- 4 Professional Engineers
- 4 Certified Energy Managers
- 2 Project Management Professionals
- 2 LEED Green Associates

ENVISER CORE VALUE INTEGRITY

- We drive and challenge each other to achieve a higher level of performance.
- We rise above the circumstances.
- We take the necessary ownership to achieve our desired objectives for ourselves, our customers and each other.

5.2.4 EXPERIENCE PROVIDING SIMILAR SERVICES

Prior Experience:

- Experience in Guaranteed commercial, Mission Critical Environments and industrial service contracts ranging from \$1,000 to \$500,000
- 3+ years' Experience in guaranteed contracting at NCAP
- Account Management Team has 60+ years' experience
- Piping and Sheet Metal Fabrication Shops
- Experience in Energy Solutions, Retro Commissioning and Self-funding Projects
- Enviser currently has 20 guaranteed maintenance agreements estimated at \$884,000

ENVISER CORE VALUE COLLABORATION

- We actively involve team members by modeling, encouraging and driving active participation.
- We respect and leverage diverse people, perspectives and cultures to cultivate the best possible outcomes.
- We go beyond the organizational and geographical boundaries.

5.2.5 FIRMS ABILITY TO MEET REQUIREMENTS

- Understanding how guaranteed contracting works, it's a partnership with the customer, we invest in your facility to promote uptime of the systems and create a healthy efficient building. Your account management team has 60+ years' experience in the HVAC service industry; Combined with TCM we are one of the largest Full Mechanical Contractors in the Northwest. TCM built Evergreen Wings & Waves Water Park. TCM introduced the concept of guaranteed contracting to Jason Kemmerich at NCAP in 2014. TCM/ Enviser has been providing NCAP with excellent service under a guaranteed agreement since then as well as providing maintenance service at Concord and Clackamas Schools for the last year.
- Typically, we would focus on our guaranteed Start-up process and timeline of action items to evaluate your site required services.
 - » Since we have been providing guaranteed services at NCAP and Maintenance Services at Concord and Clackamas as recently as early July 2019, if we are chosen for these opportunities, we will resume services as scheduled previously.
- Account reviews, as needed, but typically two months prior to anniversary, included but not limited to;
 - » Review maintenance performed
 - » Review repairs performed
 - » Budgeting CapX and Operations.
 - » Energy Opportunities
 - » Review how we spent your money on your facility, maintenance and repairs
- We offer a program that automatically checks the integrity of your Building Automation System (BAS) while pinpointing system inefficiencies. It compares the data gathered from your system to a defined baseline and highlights any changes. Its powerful reporting tool automatically generates visuals and allows you to build custom dashboards and reports. It can even send notifications, reports and alerts directly to your phone or tablet. (This service not included in RFP rates)
- We will provide Energy Conservation and Benchmarking which will include a review of current usage and benchmarking reduction in usage in each year of the contract.

SAMPLE ENERGY SCORECARD



Energy Scorecard

Property Use

Office

Size

48,000 square feet

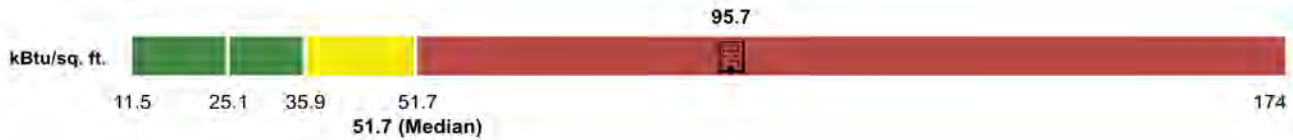
Reporting Period

Jan 2018 – Dec 2018

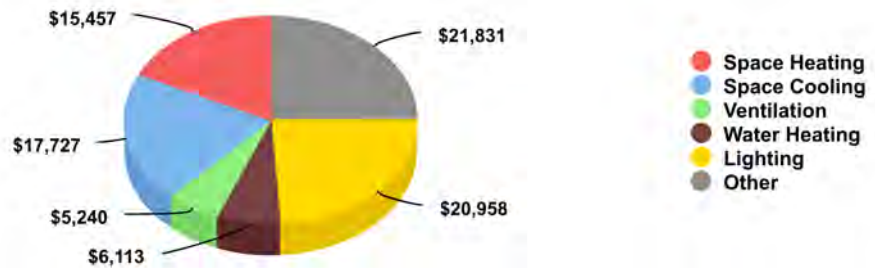


Your cost is **\$1.82 per square foot**. You spend **\$0.84 per square foot more than the median** for your building type.

Your building's **Energy Use Intensity (EUI)** is **95.7 kBtu per square foot** and is above the average peer rating of 51.7 kBtu per square foot for your building type.



Your weather-adjusted cost allocation shows that you are likely using **\$38,423** of your annual utility spend on HVAC. This is **44.0%** of your annual utility costs.



A reduction of your HVAC energy consumption by 30% could generate **\$11,526 in annual savings**. Those savings could reach **\$57,630 over the next 5 years**. These expenses could be redirected from your utility to investments that generate a return in your facility. It is likely that, with further study, a good portion of these savings may be generated from low-cost measures not requiring capital. End use source CBECS 2003.

5.2.6 DESCRIPTION OF WHAT DISTINGUISHES THE FIRM



Founded in 1949, Southland Industries –the parent company of Enviser—is one of the nation’s largest MEP building systems experts providing innovative yet practical solutions through a holistic approach to building performance. Southland specializes in the design, construction, and service of mechanical, plumbing, electrical, fire protection, process piping, automation and controls systems, as well as comprehensive energy service’s needs. Offering standalone services as well as integrated solutions, Southland’s in-house experts remain connected, sharing information to produce the results that have earned Southland its unmatched reputation as one of the top design-builders in the nation. As a company that has always prided itself on innovation and collaboration, Southland continues to pave the way as an industry leader in sustainability and energy efficiency to improve the way buildings are designed, built, and operated.

CONNECTED SOLUTIONS

Our expertise spans the entire building life-cycle. With a variety of dedicated resources, our connected business lines collaborate to better serve each stage of a project and offer connected solutions that make the most sense for each client’s facility and business.



Enviser: A wholly owned subsidiary of Southland, Enviser serves as our Operations and Maintenance Team. Enviser works closely with base operations to ensure the new and upgraded systems operate in a way that best supports the needs of the end user. Our team utilizes controls systems to track the equipment and executes detailed maintenance plans that are designed to maximize equipment life span and guarantee the reliability of the system.



Southland Energy: Our Energy Team understands how to develop highly-detailed Investment Grade Audits and works closely with designers to select the mechanical solution that meet financial and operational goals. The Energy Team collaborates to design the necessary components into the system for a robust measurement and verification plan. Southland is well qualified to provide performance guarantees and has guaranteed over \$77M in energy projects.



Southland Engineering: Our Engineering Team has extensive experience designing systems that seamlessly integrate into existing operational facilities, minimize impact to facility operations, and improve system reliability. We explore multiple system options and work closely with energy, construction, service, and estimating to ensure that the final solution provides system reliability, energy efficiency, and ease of operation within the allowable cost for the project.



TCM: TCM is a wholly owned subsidiary of Southland Industry and is based in Portland, Oregon. Established in 1953, TCM offers full mechanical contracting including piping, plumbing and sheet metal services. TCM’s portfolio includes numerous projects involving upgrades at sites where it is critical that operation not be interrupted; varied projects such as hospitals, data centers, and silicon wafer manufacturing facilities.



Southland Construction: Our Construction Team focuses on prefabrication to minimize the amount of time work is performed on-site. By constructing major components off-site, the work can be installed, tested, and inspected before it is brought to the site, thereby minimizing impact to the fight line and other critical operations. Our team uses collaborative planning sessions to address on-site work. The details are worked out far in advance so that a plan can be communicated with no surprises.

5.3. PROJECT UNDERSTANDING AND SCOPE OF WORK

5.3.1 SERVICES TO BE PERFORMED

Services to be Performed:

- HVAC Services performed are to extend equipment life, reduce and control energy spend, control HVAC budget, promote uptime of systems and ensure a healthy efficient building.
- Both A & B scopes of maintenance tasks should be identical. The objective is to perform the right maintenance at the right time to the equipment and systems, based on equipment type, age, runtime and environment. Contractor will adjust maintenance schedule as facility use dictates.
 - A. Includes all materials and labor cost for service inspections, maintenance and repairs.
 - B. Includes all materials and labor cost for service inspections and maintenance.
 - C. Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

Scope provided by Clackamas County in Section 3.

Scope A: Full Coverage Mechanical Service

- Complete the quarterly mechanical inspections. Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections, maintenance & repairs.
- Provide all materials for service inspections & repairs; this will include refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.
- All repairs are the responsibility of the contractor on maintainable and non-maintainable parts and systems.
- All mechanical equipment is to be included regardless of age or condition.
- Failed, un-repairable equipment is to be replaced by the contractor at their cost.
- One of the goals of the contract is to assist the facility in being open to serve the public and to minimize closures and inconveniences to the public due to maintenance and mechanical issues.
- Automated chemical feed systems for pools are excluded.
- Automated chemical feed systems for boilers are included in this RFP to include tubing, pumps and all associated delivery system parts. Systems shall be maintained to be leak free.
- NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and are not a part of this RFP.

Scope B: Preventative Maintenance Service

- Complete the quarterly mechanical inspections (include a copy of your quarterly mechanical inspection plan)
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the quarterly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by the contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.

- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours)
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

Scope C: Twice Yearly Test and Inspection Maintenance +Air Filters and on call service for the Concord Site

- Complete the twice (2) yearly mechanical inspections (include a copy of your quarterly mechanical inspection plan). Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the 2 twice yearly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts yearly replacement min), filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours).
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

Addendum Number 1

- Enviser received and acknowledged Addendum Number 1 issued on 08/05/2019 and referenced equipment list.

5.3.2 KEY ISSUES IN MAINTENANCE

Key Issues:

- Based on our experience with the proposed sites, no key issues at this time

5.3.3 LIST OF TASKING

Inspections:

- See attachment A

5.3.4 EXCLUSIONS

Excluded Equipment and Systems for Contractor:

- Equipment piping and electrical is covered to the first joint extending from units.
- Concealed, non-accessible parts of system, i.e. piping through a wall or cement slab.
- Refrigerant not included in Scope B or C
- Couplings not included in Scope B or C

5.3.4 EXCLUSIONS CONTINUED

- Controls BMS services is not included in Scope A, B or C.
- Generator 460 Ford Natural Gas-Propane NCAP
- Generator CAT 4001E Clackamas School
- Heat Exchanges will be inspected, and pressure differentials checked to determine level of maintenance required (Any required maintenance will be quoted separate from agreement) NCAP
- Enviser will inspect UV Unit quarterly (any parts required will be quoted separate from agreement) NCAP
- Filter baskets will be maintained quarterly, in-between clean out by customer NCAP
- Failed, un-repairable equipment is to be replaced by the contractor at their cost NCAP/ Clackamas School
- The intent of the guaranteed program is to control cost and extend equipment life by maintaining properly and replacing parts and componentry as need be. It is the contractor discretions to repair or replace. "Un-repairable equipment" Contractor may choose to replace at their cost or partner with the client by crediting the monies it would cost to repair the unit and quote the additional monies to replace with new like for like units.

5.4. SAMPLE PLAN AND SAFETY PROGRAM

5.4.1 SAMPLE QUARTERLY MECHANICAL INSPECTION PLAN

See Attachment B

5.4.2 SAMPLE SERVICE REPORT

See Attachment C

5.4.3 SAFETY PROGRAM

Safety as a Core Value

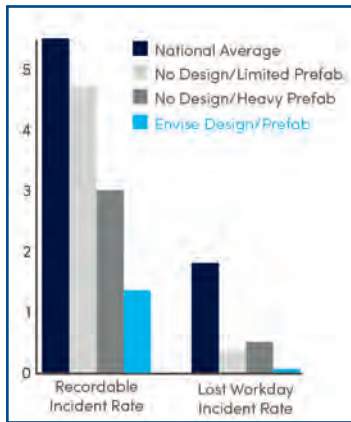
Safety is a core value of Enviser, one which is intrinsically linked to our culture. Our people are our most important resource and we are passionately committed to ensuring that all employees are provided with a safe and healthy working environment. To accomplish this, we provide routine safety training, jobsite-specific training, safe tools and equipment, as well as a dedicated staff of professional safety representatives.

ENVISER CORE VALUE SAFETY

- We empower Envisers™ to say “no” to unsafe acts.
- We commit to recognize and correct unsafe acts or conditions.
- We lead by example.

Safety Numbers

Enviser strives to achieve a zero accident rate. Through extensive safety training, proper instruction, and effective loss/control processes we are approaching our goal. Our recent experience modification rates (EMR), Lost Workday Incident Rate (LWDIR), and the Recordable Incident Rate (RIR) have trended well below industry standards. This attention to safety benefits Apple in terms of reduced unit labor rates, reducing risk, and helps to ensure that our employees enjoy a safe, positive, and rewarding place to work.



YEAR	EMR	LWDIR	RIR
2018	0.49	0.00	1.38
2017	0.46	0.38	0.38
2016	0.50	0.44	0.44

Our dedicated safety professionals are committed to eliminating hazards and to training our personnel to work safely. The Enviser corporate safety program encompasses:

- Weekly “toolbox” safety training for all field personnel
- A comprehensive, written Code of Safe Practices / Safety and Health Rules
- A detailed Injury Prevention Program
- Maintaining a team of dedicated safety professionals
- Active participation in all aspects of the safety program from management to the newest employee
- 24-hour availability of the safety director and field safety representative
- A Return to Work Program to eliminate lost time accidents
- Quarterly foreman’s safety training meetings and BBQs to facilitate communication between field employees and the safety department and to show corporate enthusiasm and recognition in regard to safety performance
- A program for injury reporting, injury investigation and tracking
- A Safety Incentive Program

5.4.4 CONCORD SITE

Twice yearly test and inspection maintenance +air filters and on call service

Scope C: Twice Yearly Test and Inspection Maintenance +Air Filters and on call service for the Concord Site

- Complete the twice (2) yearly mechanical inspections (include a copy of your quarterly mechanical inspection plan). Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the 2 twice yearly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts yearly replacement min), filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours).
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

5.5.A RATES AND FEES

5.5.A.1 NCAP

- Scope A: \$73,656.00 Annual
- Scope B: \$31,752.00 Annual

5.5.A.2 CLACKAMAS SCHOOL BUILDING

- Scope A: \$31,626.00 Annual
- Scope B: \$10,400.00 Annual

5.5.A.3 CONCORD BUILDING

- Scope C: \$5,840.00 Annual

5.5.A.4 HOURLY RATES

- \$129.00 per hour ST
- \$193.50 per hour OT
- \$258.00 per hour DOUBLE OT

5.5.A.5 PARTS MARK UP

- 20%

ENVISE CORE VALUE TRANSPARENCY

- We communicate directly and honestly regardless of the nature of the message.
- We actively pursue and are open to feedback from others.
- We create an inclusive team in which will collectively drive initiatives.

5.5.B. REFERENCES



TOUCHMARK

5150 SW Griffon Dr. Beaverton, OR 97005-2935

Description: Maintenance Concepts 2.

Scope of Evolution: Multiple Service Projects.

Duration of Relationship: 01.01.18 to current

Contact: Scott Edwards, Director of Building Services, 503.646.5186, sae@touchmark.com



NIKE AIR MANUFACTURING

13630 SW Terman Rd. Beaverton, OR 97005

Description: Concepts Plus Guaranteed Maintenance Agreement.

Scope of Evolution: Continuous project development and small project execution.

Duration of Relationship: 12.01.16 to current

Contact: David Surgeon, Facilities Project Manager / Technical Manager, 503.671.8955, david.surgeon@nike.com



GUIDE DOGS FOR THE BLIND

32901 SE Kelso Rd. Boring, OR 97009

Description: Concepts Plus Guaranteed Maintenance Agreement.

Scope of Evolution: Continuous project development and small project execution.

Duration of Relationship: 10/01/2017 to current

Contact: Shawn Brozstek, Maintenance Supervisor, 503.668.2100, sbrozstek@guidedogs.com



NORTH CLACKAMAS AQUATIC PARK

7300 SE Harmony Rd. Milwaukie, OR 97222

Description: Concepts Plus Guaranteed Maintenance Agreement.

Scope of Evolution: Continuous project development and small project execution.

Duration of Relationship: 12.01.15 to current

Contact: Jason Kemmerich, Aquatic Recreation Supervisor/ Facilities Manager, 503.794.8080, jasonkem@clackamas.us



ConnectedSolutions

Founded in 1949, Enviser's parent company, Southland Industries is one of the nation's largest MEP building systems experts providing innovative yet practical solutions through a holistic approach to building performance.

As a building systems integrator, Enviser unites building automation, mechanical service, and analytics in order to optimize facility operations and allow them to run more efficiently.



Attachment A

Maintenance Tasking

Maintenance tasking will be adjusted to maximize the contactors time at facility to promote uptime of equipment, control energy spend and promote a healthy building.

Asset Type	Chiller	Task Description
Chiller	ANNUAL	Run Unit And Check Operation. Advise On Condition Of Unit Before Starting Shutdown Inspect
Chiller	ANNUAL	Leak Test Chiller Prior To Performing Repairs On Chiller. Advise On Condition
Chiller	ANNUAL	Pump Down Cooler And Compressor, Isolate Refrigerant Charge In Condenser Vessel
Chiller	ANNUAL	Remove Refrigerant Sample For Analysis
Chiller	ANNUAL	Remove And Store Oil Charge
Chiller	ANNUAL	Provide Disposal Of Contaminated Refrigerant Oil
Chiller	ANNUAL	Remove Oil Sample For Analysis
Chiller	ANNUAL	Replace Oil Supply Filter(S)
Chiller	ANNUAL	Replace Oil Recovery Filter(S) Or Strainer(S)
Chiller	ANNUAL	Replace Refrigerant Filter(S)
Chiller	ANNUAL	Replace Refrigerant Drier Core(S)
Chiller	ANNUAL	Check And Calibrate High Condenser Pressure Transducer
Chiller	ANNUAL	Check And Calibrate Oil Pressure Transducer
Chiller	ANNUAL	Check And Calibrate Cooler Pressure Transducer
Chiller	ANNUAL	Pump Out High Pressure (Where Applicable)
Chiller	ANNUAL	Check And Calibrate Cooler, Condenser, And Oil Pressure Gauges
Chiller	ANNUAL	Check And Calibrate Chilled Water Inlet And Outlet Thermometers
Chiller	ANNUAL	Check And Calibrate Condenser Water Inlet And Outlet
Chiller	ANNUAL	Pressurize And Leak Test After Completion Of Work With Refrigerant From Chiller
Chiller	ANNUAL	Charge In New Oil And Turn Oil Heater On A Minimum Of Twelve (12) Hours Before Starting Chiller
Chiller	ANNUAL	Equalize Chiller Vessel And Open All Isolation Valves For Normal Operation Of Chiller
Chiller	ANNUAL	Inspect, Disassemble As Necessary, Clean And Tighten All Electrical Connections On The Following
Chiller	ANNUAL	Check Compressor Motor Magnetic Starter
Chiller	ANNUAL	Inspect, Clean And Flush Oil Cooler Solenoid Strainer
Chiller	ANNUAL	Perform Temperature Control Test Automated Test Operation Of Panel
Chiller	ANNUAL	Start Chiller And Trim Refrigerant Charge
Chiller	ANNUAL	Check Operation Of Chiller And Operating Controls And Check Vane Drive Train
Chiller	ANNUAL	Check Operation Of Control Panel
Chiller	ANNUAL	Check Chilled Water Set Point
Chiller	ANNUAL	Check And Record Voltage on Motor. Report Any Abnormalities
Chiller	ANNUAL	Check And Record Voltage on Motor. Report Any Abnormalities
Chiller	ANNUAL	Check And Record Amperage on Motor. Report Any Abnormalities
Chiller	ANNUAL	Check And Record Amperage on Motor. Report Any Abnormalities
Chiller	ANNUAL	Check Operation And Calibrate Operating Controls
Chiller	ANNUAL	Check Operation And Calibrate Safety Controls
Chiller	ANNUAL	Check Operation And Calibrate Thermometers
Chiller	ANNUAL	Check Operation And Calibrate Gauges
Chiller	ANNUAL	Check Full Load Amperage Calibrations
Chiller	ANNUAL	Check Demand Limit Set Point
Chiller	ANNUAL	Provide Written Service Report And Lob To Building Maintenance Engineering Department
Chiller	COND TUBES	Brush And Flush Condenser Tubes.
Chiller	COOL TUBES	Brush And Flush Cooler Tubes.
Chiller	OPERATIONAL	Run Unit And Check Operation Of Chiller And All Controls. Advise On Condition
Chiller	OPERATIONAL	Visually Inspect Condition And Operation Of All Starters
Chiller	OPERATIONAL	Check And Record Voltage on Motor. Report Any Abnormalities

Chiller	OPERATIONAL	Check And Record Amperage on Motor. Report Any Abnormalities
Chiller	OPERATIONAL	Check Operation And Calibration Of Operating Controls
Chiller	OPERATIONAL	Check Operation And Calibration Of Safety Controls
Chiller	OPERATIONAL	Check Operation And Calibration Of Thermometers
Chiller	OPERATIONAL	Check Operation And Calibration Of Gauges
Chiller	OPERATIONAL	Check And Record Level Of Refrigerant
Chiller	OPERATIONAL	Check And Record Level Of Oil
Chiller	OPERATIONAL	Inspect Operation Of Guide Vane Motor Actuator Assembly And Drive Train
Chiller	OPERATIONAL	Provide Operating Leak Test Of Unit And Advise On Condition
Chiller	SEMIANNUAL	Run Unit And Check Operation Of Chiller And All Controls. Advise On Condition
Chiller	SEMIANNUAL	Visually Inspect Condition And Operation Of All Starters
Chiller	SEMIANNUAL	Check And Record Voltage on Motor. Report Any Abnormalities
Chiller	SEMIANNUAL	Check And Record Amperage on Motor. Report Any Abnormalities
Chiller	SEMIANNUAL	Check Operation And Calibration Of Operating Controls
Chiller	SEMIANNUAL	Check Operation And Calibration Of Safety Controls
Chiller	SEMIANNUAL	Check Operation And Calibration Of Thermometers
Chiller	SEMIANNUAL	Check Operation And Calibration Of Gauges
Chiller	SEMIANNUAL	Check And Record Level Of Refrigerant
Chiller	SEMIANNUAL	Check And Record Level Of Oil
Chiller	SEMIANNUAL	Inspect Operation Of Cooling Tower And Water Treatment Program
Chiller	SEMIANNUAL	Inspect Operation Of Guide Vane Motor Actuator Assembly And Drive Train
Chiller	SEMIANNUAL	Provide Operating Leak Test Of Unit And Advise On Condition

DX Cooling and heating Gas..PKG / Split

Asset Type	Inspection	Task Discription
DX Cooling and Heating Gas	Annual Inspection	Inspect Compressor Motor Magnetic Starter(S)
DX Cooling and Heating Gas	Annual Inspection	Inspect Supply Fan And Condenser Fan Motor Contactors
DX Cooling and Heating Gas	Annual Inspection	Inspect Unit Control Panel
DX Cooling and Heating Gas	Annual Inspection	Check Operation Gas Valve
DX Cooling and Heating Gas	Annual Inspection	Clean And Tighten All Electrical Connections
DX Cooling and Heating Gas	Annual Inspection	Inspect Air Cooled Condenser
DX Cooling and Heating Gas	Annual Inspection	Lubricate Condenser Fan Motors And Bearings, Per Manufacturer'S Recommendations
DX Cooling and Heating Gas	Annual Inspection	Inspect Condenser Fan Motor Bearings For Smooth Operation
DX Cooling and Heating Gas	Annual Inspection	Inspect Condenser Fan Blades For Cracks
DX Cooling and Heating Gas	Annual Inspection	Inspect Condenser Coils For Signs Of Leaks And/Or Cleanliness
DX Cooling and Heating Gas	Annual Inspection	Check And Record Condenser Fan Motor Voltage
DX Cooling and Heating Gas	Annual Inspection	Check And Record Condenser Fan Motor Amperage
DX Cooling and Heating Gas	Annual Inspection	Check And Record Compressor Voltage
DX Cooling and Heating Gas	Annual Inspection	Check And Record Compressor Amperage
DX Cooling and Heating Gas	Annual Inspection	Inspect Supply Fan And Evaporator Coil
DX Cooling and Heating Gas	Annual Inspection	Report Condition Of Evaporator Coils Where Accessible
DX Cooling and Heating Gas	Annual Inspection	Inspect Supply Fan Pulleys, Bearings, For Wear And Alignment
DX Cooling and Heating Gas	Annual Inspection	Inspect Supply Fan Belts For Wear And Damage
DX Cooling and Heating Gas	Annual Inspection	Check And Record Supply Fan Motor Voltage
DX Cooling and Heating Gas	Annual Inspection	Check And Record Supply Fan Motor Amperage
DX Cooling and Heating Gas	Annual Inspection	Inspect Economizer Circuit
DX Cooling and Heating Gas	Annual Inspection	Free And Smooth Operation Of Dampers Of Economizer
DX Cooling and Heating Gas	Annual Inspection	Motor Operation And Controls Of Economizer
DX Cooling and Heating Gas	Annual Inspection	Exhaust Sequence And Operation Of Economizer
DX Cooling and Heating Gas	Annual Inspection	Check And Log Supply Air Temperatures
DX Cooling and Heating Gas	Annual Inspection	Check And Log Return Air Temperatures
DX Cooling and Heating Gas	Annual Inspection	Check And Log Outdoor Air Temperatures
DX Cooling and Heating Gas	Annual Inspection	Inspect Condition And Fit Of Air Filters And Advise
DX Cooling and Heating Gas	Annual Inspection	Check Thermostat Setting And Adjust As Necessary
DX Cooling and Heating Gas	Annual Inspection	Replace Belts
DX Cooling and Heating Gas	Annual Inspection	Clean Condenser Coils
DX Cooling and Heating Gas	Annual Inspection	Clean Evap Coil
DX Cooling and Heating Gas	Annual Inspection	Replace Final Filters
DX Cooling and Heating Gas	Operational Inspection	Check Operation Of Unit Controls
DX Cooling and Heating Gas	Operational Inspection	Inspect Fan Squirrel Cages
DX Cooling and Heating Gas	Operational Inspection	Inspect Condenser Fans
DX Cooling and Heating Gas	Operational Inspection	Inspect Motors And Sheaves
DX Cooling and Heating Gas	Operational Inspection	Inspect Belts
DX Cooling and Heating Gas	Operational Inspection	Inspect Condenser Coils
DX Cooling and Heating Gas	Operational Inspection	Inspect Evaporator Coils
DX Cooling and Heating Gas	Operational Inspection	Check Operation Gas Valve
DX Cooling and Heating Gas	Operational Inspection	Inspect Heater Section
DX Cooling and Heating Gas	Operational Inspection	Check For Unusual Noise And/Or Vibration
DX Cooling and Heating Gas	Operational Inspection	Lubricate Fan Motors And Bearings, Per Manufacturer'S Recommendations
DX Cooling and Heating Gas	Operational Inspection	Visually Inspect Unit For Signs Of Oil And Refrigerant Leaks
DX Cooling and Heating Gas	Operational Inspection	Check Supply, Return Air, And Outdoor Air Temperatures
DX Cooling and Heating Gas	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract
DX Cooling and Heating Gas	Operational Inspection	Check Thermostat Setting And Adjust As Necessary
DX Cooling and Heating Gas	Pre-Filter Replacement	Replace Pre-Filters

Air Compressor w/ Air Dryer (CDA)

Asset Type	Asset Type Description	Inspection	Task Description
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check And Log Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check And Log Line Pressure
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check And Log Temperature
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Oil Level - Change per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Oil Cooler And Air Aftercooler For Contamination
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Control Cabinet Filter Mat- Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check And Clean Cooler Filter Mat- Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Oil Filter - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Oil Separator Cartridge - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Belt - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Vent Valve
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Pressure Relief Valve
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check The Overheating Safety Shutdown Function
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Operation Of Air Dryer
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Desiccant For Moisture
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Purge Mufflers - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Process And Pilot Valves Of Leaks And Proper Operation
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Purge Pressure Adjustment Valves For Proper Adjustment
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check Pilot Air Filter - Replace Element per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	ANNUAL	Check InLine Filters - Replace as per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check And Log Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check And Log Line Pressure
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check And Log Temperature
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Oil Level - Change per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Oil Cooler And Air Aftercooler For Contamination
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Control Cabinet Filter Mat- Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check And Clean Cooler Filter Mat- Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Oil Filter - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Oil Separator Cartridge - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Belt - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Vent Valve
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Pressure Relief Valve
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check The Overheating Safety Shutdown Function
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Operation Of Air Dryer
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Desiccant For Moisture
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Purge Mufflers - Replace per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Process And Pilot Valves Of Leaks And Proper Operation
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Purge Pressure Adjustment Valves For Proper Adjustment
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check Pilot Air Filter - Replace Element per Run Hours
CDA	Air Compressor w/ Air Dryer (CDA)	OPERATIONAL	Check InLine Filters - Replace as per Run Hours

Motors	Inspection	Task Description
Asset Type		
Motor	ANNUAL	Lubricate Motor Bearings
Motor	ANNUAL	Clean Motor Ventilation Openings
Motor	ANNUAL	Visually Inspect Coupling
Motor	ANNUAL	Check And Record Motor Amperage
Motor	ANNUAL	Check And Record Motor Voltage
Motor	ANNUAL	Visually Inspect Magnetic Starter For Signs Of Wear, Arcing, Overheating, Etc.
Motor	ANNUAL	Clean And Tighten All Electrical Connections
Motor	OPERATIONAL	Lubricate Motor Bearings
Motor	OPERATIONAL	Clean Motor Ventilation Openings
Motor	OPERATIONAL	Visually Inspect Coupling
Motor	OPERATIONAL	Test and Inspect operation of motor
Motor	OPERATIONAL	Visually Inspect Magnetic Starter For Signs Of Wear, Arcing, Overheating, Etc.
Motor	OPERATIONAL	Clean And Tighten All Electrical Connections

PUMPS

Asset Type	Inspection	Task Description
PUMP-WATER	ANNUAL	Visually Inspect Pump For Possible Leaks
PUMP-WATER	ANNUAL	Check Pump Seal(S)
PUMP-WATER	ANNUAL	Lubricate Motor Bearings
PUMP-WATER	ANNUAL	Lubricate Pump Bearings
PUMP-WATER	ANNUAL	Clean Motor Ventilation Openings (Pump Off)
PUMP-WATER	ANNUAL	Visually Inspect Pump Coupling
PUMP-WATER	ANNUAL	Check And Record Suction Pressure
PUMP-WATER	ANNUAL	Check And Record Discharge Pressure
PUMP-WATER	ANNUAL	Check And Record Motor Amperage
PUMP-WATER	ANNUAL	Check And Record Motor Voltage
PUMP-WATER	ANNUAL	Visually Inspect Magnetic Starter For Signs Of Wear, Arcing, Overheating, Etc.
PUMP-WATER	ANNUAL	Clean And Tighten All Electrical Connections
PUMP-WATER	OPERATIONAL	Visually Inspect Pump For Possible Leaks
PUMP-WATER	OPERATIONAL	Check Pump Seal(S) For And Sign Of Leaks
PUMP-WATER	OPERATIONAL	Check And Record Suction Pressure
PUMP-WATER	OPERATIONAL	Check And Record Discharge Pressure
PUMP-WATER	OPERATIONAL	Lubricate Pump Where Applicable, Per Manufacturer'S Recommendations
PUMP-WATER	OPERATIONAL	Visually Inspect Pump Coupling
PUMP-WATER	OPERATIONAL	Clean And Tighten All Electrical Connections

MUA/AHU Heatwheel part of MUA/AHU unit

Asset Type	Asset Type Description	Inspection	Task Description
MAU	Make Up Air Handling Unit	ANNUAL	Check Operation Gas Valves
MAU	Make Up Air Handling Unit	ANNUAL	Check Operation Check And Adjust Flames
MAU	Make Up Air Handling Unit	ANNUAL	Check Operation Heat Exchanger
MAU	Make Up Air Handling Unit	ANNUAL	Check Operation Unit Controls
MAU	Make Up Air Handling Unit	ANNUAL	Clean Heat Exchanger
MAU	Make Up Air Handling Unit	ANNUAL	Clean Burners
MAU	Make Up Air Handling Unit	ANNUAL	Check And Calibrate Thermostat
MAU	Make Up Air Handling Unit	ANNUAL	Check And Adjust Pilot Flame
MAU	Make Up Air Handling Unit	ANNUAL	Check And Calibrate All Gauges And Thermometers
MAU	Make Up Air Handling Unit	ANNUAL	Inspect, Clean And Tighten All Electrical Connections
MAU	Make Up Air Handling Unit	ANNUAL	Check And Record Voltage On Motor
MAU	Make Up Air Handling Unit	ANNUAL	Check And Record Amperage On Motor
MAU	Make Up Air Handling Unit	ANNUAL	Inspect Heat Exchanger For Cracks
MAU	Make Up Air Handling Unit	ANNUAL	Check Condition Of Belts
MAU	Make Up Air Handling Unit	ANNUAL	Inspect Pre-Filters
MAU	Make Up Air Handling Unit	ANNUAL	Inspect Final Filters
MAU	Make Up Air Handling Unit	BELT	Replace Belts
MAU	Make Up Air Handling Unit	FINAL FILTER	Replace Final Filters
MAU	Make Up Air Handling Unit	OPERATIONAL	Check Operation Of All Unit Controls
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Condition Of Fan Squirrel Cages
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Condition Of Purge Fans
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Condition Of Motors And Sheaves
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Condition Of Belts
MAU	Make Up Air Handling Unit	OPERATIONAL	Check For Unusual Noise And/Or Vibration
MAU	Make Up Air Handling Unit	OPERATIONAL	Visually Inspect Unit For Signs Of Gas Leaks
MAU	Make Up Air Handling Unit	OPERATIONAL	Check Operation Of All Fan Controls (Pneumatic And Electric)
MAU	Make Up Air Handling Unit	OPERATIONAL	Check Condition Of Pulleys
MAU	Make Up Air Handling Unit	OPERATIONAL	Visually Inspect Gas Burners
MAU	Make Up Air Handling Unit	OPERATIONAL	Visually Inspect Flame For Proper Adjustment
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Pre-Filters
MAU	Make Up Air Handling Unit	OPERATIONAL	Inspect Final Filters
MAU	Make Up Air Handling Unit	PRE FILTER	Replace Pre-Filters

Water Heater

Asset Type	Inspection	Task Description
WTR-HTR	ANNUAL	Visually Inspect Water Heater For Possible Leaks
WTR-HTR	ANNUAL	Observe Condition Of Flame
WTR-HTR	ANNUAL	Remove And Clean Burner Assembly, Pilot Igniter, Etc.
WTR-HTR	ANNUAL	Log Gas Pressure
WTR-HTR	ANNUAL	Log Supply Water Temperature
WTR-HTR	ANNUAL	Visually Inspect Room Supply Vents For Obstructions
WTR-HTR	ANNUAL	Verify Operation Of Water Make-Up
WTR-HTR	ANNUAL	Provide Test Of All Safety Controls Including Verifying Operating Temperature Controls
WTR-HTR	ANNUAL	Test Low Water Cut Off
WTR-HTR	ANNUAL	Test Lever Safety Relief Valve
WTR-HTR	ANNUAL	Check Floor Drains
WTR-HTR	ANNUAL	Clean And Tighten Electrical Connections
WTR-HTR	OPERATIONAL	Visually Inspect Water Heater For Possible Leaks
WTR-HTR	OPERATIONAL	Observe Condition Of Flame
WTR-HTR	OPERATIONAL	Visually Inspect Room Supply Vents For Obstructions
WTR-HTR	OPERATIONAL	Verify Operation Of Water Make-Up
WTR-HTR	OPERATIONAL	Verify Operation Of Temperature Controls
WTR-HTR	OPERATIONAL	Test Low Water Cut Off
WTR-HTR	OPERATIONAL	Test Lever Safety Relief Valve
WTR-HTR	OPERATIONAL	Check Floor Drains

Boiler

Asset Type	Asset Type Description	Inspection	Task Description
BOILER-HW	Hot Water Boiler	ANNUAL	Visually Inspect Boiler For Possible Leaks
BOILER-HW	Hot Water Boiler	ANNUAL	Observe Condition Of Flame
BOILER-HW	Hot Water Boiler	ANNUAL	Check And Record Pilot Flame Signal
BOILER-HW	Hot Water Boiler	ANNUAL	Remove And Clean Burner Assembly, Pilot Igniter, Etc.
BOILER-HW	Hot Water Boiler	ANNUAL	Log Gas Pressure
BOILER-HW	Hot Water Boiler	ANNUAL	Log Supply Water Temperature
BOILER-HW	Hot Water Boiler	ANNUAL	Visually Inspect Boiler Room Supply Vents For Obstructions
BOILER-HW	Hot Water Boiler	ANNUAL	Verify Operation Of Water Make-Up And Expansion Tank
BOILER-HW	Hot Water Boiler	ANNUAL	Provide Test Of All Safety Controls Including Verifying Operating Temperature Controls
BOILER-HW	Hot Water Boiler	ANNUAL	Test Low Water Cut Off
BOILER-HW	Hot Water Boiler	ANNUAL	Test Lever Safety Relief Valve
BOILER-HW	Hot Water Boiler	ANNUAL	Check Boiler Room Floor Drains
BOILER-HW	Hot Water Boiler	ANNUAL	Clean And Tighten Electrical Connections
BOILER-HW	Hot Water Boiler	ANNUAL	Remove Water Box Cover And Inspect Condition Of Tubes And Crown Sheet
BOILER-HW	Hot Water Boiler	ANNUAL	Remount Water Box Cover And Refill Tube Bundle.
BOILER-HW	Hot Water Boiler	COMB ANALYSIS	Perform Combustion Analysis
BOILER-HW	Hot Water Boiler	COOL TUBES	Brush And Flush Cooler Tubes
BOILER-HW	Hot Water Boiler	OPERATIONAL	Visually Inspect Boiler For Possible Leaks
BOILER-HW	Hot Water Boiler	OPERATIONAL	Observe Condition Of Flame
BOILER-HW	Hot Water Boiler	OPERATIONAL	Check And Record Pilot Flame Signal
BOILER-HW	Hot Water Boiler	OPERATIONAL	Visually Inspect Boiler Room Supply Vents For Obstructions
BOILER-HW	Hot Water Boiler	OPERATIONAL	Verify Operation Of Water Make-Up And Expansion Tank
BOILER-HW	Hot Water Boiler	OPERATIONAL	Verify Operation Of Temperature Controls
BOILER-HW	Hot Water Boiler	OPERATIONAL	Test Low Water Cut Off
BOILER-HW	Hot Water Boiler	OPERATIONAL	Test Lever Safety Relief Valve
BOILER-HW	Hot Water Boiler	OPERATIONAL	Check Boiler Room Floor Drains

Valve

Asset Type	Inspection	Task Description
Valve	ANNUAL	Inspect isolation valve per manufacturer's recommendation.
	OPERATIONAL	Inspect isolation valve per manufacturer's recommendation.
	ANNUAL	Inspect valve for proper operation
	OPERATIONAL	Inspect valve for proper operation
	ANNUAL	Stoke valve and inspect for proper operation
	OPERATIONAL	Stoke valve and inspect for proper operation
	ANNUAL	Check for leaks or any wore or doubtful parts
	OPERATIONAL	Check for leaks or any wore or doubtful parts

Boiler

Asset Type	Inspection	Task Description
BOILER-HW	ANNUAL	Visually Inspect Boiler For Possible Leaks
BOILER-HW	ANNUAL	Observe Condition Of Flame
BOILER-HW	ANNUAL	Check And Record Pilot Flame Signal
BOILER-HW	ANNUAL	Remove And Clean Burner Assembly, Pilot Igniter, Etc.
BOILER-HW	ANNUAL	Log Gas Pressure
BOILER-HW	ANNUAL	Log Supply Water Temperature
BOILER-HW	ANNUAL	Visually Inspect Boiler Room Supply Vents For Obstructions
BOILER-HW	ANNUAL	Verify Operation Of Water Make-Up And Expansion Tank
BOILER-HW	ANNUAL	Provide Test Of All Safety Controls Including Verifying Operating Temperature Controls
BOILER-HW	ANNUAL	Test Low Water Cut Off
BOILER-HW	ANNUAL	Test Lever Safety Relief Valve
BOILER-HW	ANNUAL	Check Boiler Room Floor Drains
BOILER-HW	ANNUAL	Clean And Tighten Electrical Connections
BOILER-HW	ANNUAL	Remove Water Box Cover And Inspect Condition Of Tubes And Crown Sheet
BOILER-HW	ANNUAL	Remount Water Box Cover And Refill Tube Bundle.
BOILER-HW	ANNUAL	Perform Combustion Analysis
BOILER-HW	ANNUAL	Brush And Flush Cooler Tubes
BOILER-HW	OPERATIONAL	Visually Inspect Boiler For Possible Leaks
BOILER-HW	OPERATIONAL	Observe Condition Of Flame
BOILER-HW	OPERATIONAL	Check And Record Pilot Flame Signal
BOILER-HW	OPERATIONAL	Visually Inspect Boiler Room Supply Vents For Obstructions
BOILER-HW	OPERATIONAL	Verify Operation Of Water Make-Up And Expansion Tank
BOILER-HW	OPERATIONAL	Verify Operation Of Temperature Controls
BOILER-HW	OPERATIONAL	Test Low Water Cut Off
BOILER-HW	OPERATIONAL	Test Lever Safety Relief Valve
BOILER-HW	OPERATIONAL	Check Boiler Room Floor Drains

VAV/TB

Asset Type	Inspection	Task Description
VAV/TB	ANNUAL	Inspect Controls For Operation
VAV/TB	ANNUAL	Inspect Zone Reheat Valve For Leaks
VAV/TB	ANNUAL	Inspect Zone Reheat Actuator For Proper Operation
VAV/TB	ANNUAL	Inspect Fan Coil Fan For Proper Operation
VAV/TB	ANNUAL	Inspect Drain Pan And Drain Line And Clean
VAV/TB	OPERATIONAL	Inspect Controls For Operation
VAV/TB	OPERATIONAL	Inspect Zone Reheat Valve For Leaks
VAV/TB	OPERATIONAL	Inspect Zone Reheat Actuator For Proper Operation
VAV/TB	OPERATIONAL	Inspect Fan Coil Fan For Proper Operation
VAV/TB	OPERATIONAL	Inspect Drain Pan And Drain Line
VAV/TB	ANNUAL	Check Operation Of Fan And Motor
VAV/TB	ANNUAL	Inspect Controls For Operation
VAV/TB	ANNUAL	Inspect Zone Damper For Free Movement
VAV/TB	ANNUAL	Inspect Zone Linkage For Proper Operation
VAV/TB	ANNUAL	Inspect Zone Damper Motor For Proper Operation
VAV/TB	ANNUAL	Inspect Zone Reheat Valve For Leaks
VAV/TB	ANNUAL	Inspect Zone Reheat Actuator For Proper Operation

Re-heat Coil

Asset Type	Inspection	Task Description
Re heat Coil	ANNUAL	Report Condition Of Coils, Clean/Dirty
Re heat Coil	ANNUAL	Inspect Condensate Pan
Re heat Coil	ANNUAL	Inspect Condensate Drain Line. Clean (Where applicable)
Re heat Coil	ANNUAL	Visually Inspect Unit For Signs Of Oil, Water And/Or Refrigerant Leaks
Re heat Coil	ANNUAL	Check Operation Of Hot Water And Chilled Water Valves (Where Applicable)
Re heat Coil	ANNUAL	Check For Leaks On The Hot Water And Chilled Water Valves (Where Applicable)
Re heat Coil	OPERATIONAL	Clean Coil
Re heat Coil	OPERATIONAL	Replace Air Filters (Where Applicable)
Re heat Coil	OPERATIONAL	Report Condition Of Coils, Clean/Dirty



ATTACHMENT B

Run Date: 08/22/19

Service Order #: 60803087

Agreement #: 680012

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

HVAC

LOCATION ADDRESS

North Clackamas Aquatic Park

7300 SE Harmony Road

Milwaukie OR 97222

Directions:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Comments

HVAC PLANNED MAINTENANCE

Additional Location Information

Prime Tech:

Preferred Tech:

Sales Rep: JBAGUIO

ASSETS

Asset	Description	Manufacturer	Model	Serial Number	Location
Asset: AC 01	Package DX with Gas Heat	Carrier	TBD	TBD	Filter Roo

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: Air Compressor 01	Pneumatic Air Compressor	Quincy	TBD	TBD	Wave Pool
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LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check And Log Run Hours	_____
OPERATIONAL	Operational Inspection	Check And Log Line Pressure	_____
OPERATIONAL	Operational Inspection	Check And Log Temperature	_____
OPERATIONAL	Operational Inspection	Check Oil Level - Change per Run Hours	_____
OPERATIONAL	Operational Inspection	Drain Moisture Accumulation From Air Receiver	_____
OPERATIONAL	Operational Inspection	Drain Drop Legs In Air Distribution System	_____
OPERATIONAL	Operational Inspection	Inspect Overall Condition Of Compressor	_____
OPERATIONAL	Operational Inspection	Check For Any Unusual Noise or Vibration	_____
OPERATIONAL	Operational Inspection	Check For Oil Leaks	_____
OPERATIONAL	Operational Inspection	Operate The Safety Valves To Be Certain They Are Functioning Correctly	_____
OPERATIONAL	Operational Inspection	Clean Cooling Surfaces Of Inercooler, Aftercooler, And Compressor	_____
OPERATIONAL	Operational Inspection	Replace Air Intake Filter As Per Run Hours	_____



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SERVICE ORDER and AGREEMENT

Run Date: 08/22/19

Service Order #: 60803087

Agreement #: 680012

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Check Air Distribution System For Air Leaks

OPERATIONAL

Operational Inspection

Replace Oil As Per Run Hours

OPERATIONAL

Operational Inspection

Check Belt Tension, Replace Belt As Per Run Hours

OPERATIONAL

Operational Inspection

Check Pulley And Clamp Screws/Set Screws For Tightness

Asset: Air Compressor Pneumatic Air Compressor
02

TBD

TBD

TBD

2nd Floor

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check And Log Run Hours

OPERATIONAL

Operational Inspection

Check And Log Line Pressure

OPERATIONAL

Operational Inspection

Check And Log Temperature

OPERATIONAL

Operational Inspection

Check Oil Level - Change per Run Hours

OPERATIONAL

Operational Inspection

Drain Moisture Accumulation From Air Receiver

OPERATIONAL

Operational Inspection

Drain Drop Legs In Air Distribution System

OPERATIONAL

Operational Inspection

Inspect Overall Condition Of Compressor

OPERATIONAL

Operational Inspection

Check For Any Unusual Noise or Vibration

OPERATIONAL

Operational Inspection

Check For Oil Leaks

OPERATIONAL

Operational Inspection

Operate The Safety Valves To Be Certain They Are Functioning Correctly

OPERATIONAL

Operational Inspection

Clean Cooling Surfaces Of Inercooler, Aftercooler, And Compressor

OPERATIONAL

Operational Inspection

Replace Air Intake Filter As Per Run Hours

OPERATIONAL

Operational Inspection

Check Air Distribution System For Air Leaks

OPERATIONAL

Operational Inspection

Replace Oil As Per Run Hours

OPERATIONAL

Operational Inspection

Check Belt Tension, Replace Belt As Per Run Hours

OPERATIONAL

Operational Inspection

Check Pulley And Clamp Screws/Set Screws For Tightness

Asset: ASU-1

Air Handling Unit DX Cooling

TBD

TBD

TBD

Mechanical

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

BELT

Belt Replacement

Replace Belts

OPERATIONAL

Operational Inspection

Inspect Supply Fan, Return Fans, Blowers And Evaporator Coil Where Access Permits



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SERVICE ORDER and AGREEMENT

Run Date: 08/22/19

Service Order #: 60803087

Agreement #: 680012

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection		Report Condition Of Coils, Clean/Dirty _____
OPERATIONAL	Operational Inspection		Inspect Fan Pulleys For Wear And _____
			Alignment, Where Applicable _____
OPERATIONAL	Operational Inspection		Lubricate Fan Motors And Bearings, Per _____
			Manufacturer's Recommendations _____
OPERATIONAL	Operational Inspection		Inspect Operation Of Inlet Vanes And/Or _____
			Dampers On All Fans _____
OPERATIONAL	Operational Inspection		Inspect Belts For Wear And Damage _____
OPERATIONAL	Operational Inspection		Inspect Economizer Circuit, Where _____
			Applicable _____
OPERATIONAL	Operational Inspection		Inspect For Free And Smooth Operation Of _____
			Dampers _____
OPERATIONAL	Operational Inspection		Check That Damper Linkage Not Binding _____
OPERATIONAL	Operational Inspection		Check For Excessive Damper Leakage _____
OPERATIONAL	Operational Inspection		Check Motor Operation And Controls _____
OPERATIONAL	Operational Inspection		Check Exhaust Sequence And Operation _____
OPERATIONAL	Operational Inspection		Inspect, Clean And Tighten All _____
			Electrical Connections _____
OPERATIONAL	Operational Inspection		Inspect Unit Control Panel _____
OPERATIONAL	Operational Inspection		Inspect Condensate Pan _____
OPERATIONAL	Operational Inspection		Inspect Condensate Drain Line. Clean _____
			Annually _____
OPERATIONAL	Operational Inspection		Visually Inspect Unit For Signs Of Oil, _____
			Water And/Or Refrigerant Leaks _____
OPERATIONAL	Operational Inspection		Inspect Pre-Filters _____
OPERATIONAL	Operational Inspection		Inspect Final Filters _____
PRE FILTER	Pre-Filter Replacement		Replace Pre-Filters _____

Asset: ASU-2 Air Handling Unit DX Cooling Pace TBD TBD Mechanical

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
OPERATIONAL	Operational Inspection	Inspect Supply Fan, Return Fans, Blowers _____	_____
		And Evaporator Coil Where Access Permits _____	_____
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty _____	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And _____	_____
		Alignment, Where Applicable _____	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Motors And Bearings, Per _____	_____
		Manufacturer's Recommendations _____	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or _____	_____
		Dampers On All Fans _____	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage _____	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where _____	_____



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SERVICE ORDER and AGREEMENT

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Service Order #: 60803087

Agreement #: 680012

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Applicable	_____
OPERATIONAL	Operational Inspection	Inspect For Free And Smooth Operation Of Dampers	_____
OPERATIONAL	Operational Inspection	Check That Damper Linkage Not Binding	_____
OPERATIONAL	Operational Inspection	Check For Excessive Damper Leakage	_____
OPERATIONAL	Operational Inspection	Check Motor Operation And Controls	_____
OPERATIONAL	Operational Inspection	Check Exhaust Sequence And Operation	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections	_____
OPERATIONAL	Operational Inspection	Inspect Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line. Clean Annually	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, Water And/Or Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Inspect Pre-Filters	_____
OPERATIONAL	Operational Inspection	Inspect Final Filters	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: ASU-3 Air Handling Unit DX Cooling TBD TBD TBD 2nd Floor

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
OPERATIONAL	Operational Inspection	Inspect Supply Fan, Return Fans, Blowers And Evaporator Coil Where Access Permits	_____
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Motors And Bearings, Per Manufacturer's Recommendations	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or Dampers On All Fans	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable	_____
OPERATIONAL	Operational Inspection	Inspect For Free And Smooth Operation Of Dampers	_____
OPERATIONAL	Operational Inspection	Check That Damper Linkage Not Binding	_____
OPERATIONAL	Operational Inspection	Check For Excessive Damper Leakage	_____
OPERATIONAL	Operational Inspection	Check Motor Operation And Controls	_____
OPERATIONAL	Operational Inspection	Check Exhaust Sequence And Operation	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections	_____



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SERVICE ORDER and AGREEMENT

Run Date: 08/22/19

Service Order #: 60803087

Agreement #: 680012

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Inspect Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line. Clean Annually	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, Water And/Or Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Inspect Pre-Filters	_____
OPERATIONAL	Operational Inspection	Inspect Final Filters	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____
Asset: ASU-3 EF	Exhaust Fan	TBD	TBD
			TBD
			2nd Floor

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: ASU-4	Air Handling Unit DX Cooling	Pace	TBD	TBD	Wave Pool
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LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
OPERATIONAL	Operational Inspection	Inspect Supply Fan, Return Fans, Blowers And Evaporator Coil Where Access Permits	_____
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Motors And Bearings, Per Manufacturer's Recommendations	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or Dampers On All Fans	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable	_____
OPERATIONAL	Operational Inspection	Inspect For Free And Smooth Operation Of Dampers	_____
OPERATIONAL	Operational Inspection	Check That Damper Linkage Not Binding	_____
OPERATIONAL	Operational Inspection	Check For Excessive Damper Leakage	_____
OPERATIONAL	Operational Inspection	Check Motor Operation And Controls	_____
OPERATIONAL	Operational Inspection	Check Exhaust Sequence And Operation	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections	_____
OPERATIONAL	Operational Inspection	Inspect Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____



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SERVICE ORDER and AGREEMENT

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Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Inspect Condensate Drain Line. Clean
Annually

OPERATIONAL

Operational Inspection

Visually Inspect Unit For Signs Of Oil,
Water And/Or Refrigerant Leaks

OPERATIONAL

Operational Inspection

Inspect Pre-Filters

OPERATIONAL

Operational Inspection

Inspect Final Filters

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: ASU-5

Air Handling Unit DX Cooling

TBD

TBD

TBD

2nd Floor

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

BELT

Belt Replacement

Replace Belts

OPERATIONAL

Operational Inspection

Inspect Supply Fan, Return Fans, Blowers
And Evaporator Coil Where Access Permits

OPERATIONAL

Operational Inspection

Report Condition Of Coils, Clean/Dirty

OPERATIONAL

Operational Inspection

Inspect Fan Pulleys For Wear And
Alignment, Where Applicable

OPERATIONAL

Operational Inspection

Lubricate Fan Motors And Bearings, Per
Manufacturer's Recommendations

OPERATIONAL

Operational Inspection

Inspect Operation Of Inlet Vanes And/Or
Dampers On All Fans

OPERATIONAL

Operational Inspection

Inspect Belts For Wear And Damage

OPERATIONAL

Operational Inspection

Inspect Economizer Circuit, Where
Applicable

OPERATIONAL

Operational Inspection

Inspect For Free And Smooth Operation Of
Dampers

OPERATIONAL

Operational Inspection

Check That Damper Linkage Not Binding

OPERATIONAL

Operational Inspection

Check For Excessive Damper Leakage

OPERATIONAL

Operational Inspection

Check Motor Operation And Controls

OPERATIONAL

Operational Inspection

Check Exhaust Sequence And Operation

OPERATIONAL

Operational Inspection

Inspect, Clean And Tighten All
Electrical Connections

OPERATIONAL

Operational Inspection

Inspect Unit Control Panel

OPERATIONAL

Operational Inspection

Inspect Condensate Pan

OPERATIONAL

Operational Inspection

Inspect Condensate Drain Line. Clean
Annually

OPERATIONAL

Operational Inspection

Visually Inspect Unit For Signs Of Oil,
Water And/Or Refrigerant Leaks

OPERATIONAL

Operational Inspection

Inspect Pre-Filters

OPERATIONAL

Operational Inspection

Inspect Final Filters

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: ASU-5 EF

Exhaust Fan

TBD

TBD

TBD

2nd Floor



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SERVICE ORDER and AGREEMENT

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PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: ASU-7 Make Up Air Handling Unit TBD TBD TBD Kitchen Me

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: ATU 01 Fan Powered VAV Box TBD TBD TBD Various Lo

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: ATU 02 Variable Air Volume Box TBD TBD TBD Various Lo

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Inspect All Thermostats And Static Controllers	_____
OPERATIONAL	Operational Inspection	Inspect Controls For Operation	_____
OPERATIONAL	Operational Inspection	Inspect Zone Damper For Free Movement	_____
OPERATIONAL	Operational Inspection	Inspect Zone Linkage For Proper Operation	_____
OPERATIONAL	Operational Inspection	Inspect Zone Damper Motor For Proper Operation	_____
OPERATIONAL	Operational Inspection	Inspect Zone Reheat Valve For Leaks	_____
OPERATIONAL	Operational Inspection	Inspect Zone Reheat Actuator For Proper Operation	_____
OPERATIONAL	Operational Inspection	Inspect Fan Coil Fan For Proper Operation	_____
OPERATIONAL	Operational Inspection	Inspect Drain Pan And Drain Line	_____

Asset: Boiler 01 Aerco HE Condensing Boiler TBD TBD TBD Boiler Mec

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Visually Inspect And Confirm Operation Of Boiler	_____



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PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Visually Inspect Boiler For Possible
 Leaks

OPERATIONAL

Operational Inspection

Observe Condition Of Flame

OPERATIONAL

Operational Inspection

Log Gas Pressure

OPERATIONAL

Operational Inspection

Visually Inspect Boiler Room Supply
 Vents For Obstructions

OPERATIONAL

Operational Inspection

Check Delta Pressure On Each Heat
 Exchanger (To Identify Fouled Tubes)

OPERATIONAL

Operational Inspection

Verify Operation Of Water Make-Up And
 Expansion Tank

OPERATIONAL

Operational Inspection

Check And Record Pilot Flame Signal

OPERATIONAL

Operational Inspection

Verify Operation Of Temperature Controls
 And Check Boiler Management System For
 Proper Operation

OPERATIONAL

Operational Inspection

Verify Operation Of Temperature Controls
 And Check Boiler Management System For
 Proper Operation

OPERATIONAL

Operational Inspection

Test Low Water Cut Off

OPERATIONAL

Operational Inspection

Test Lever Safety Relief Valve

OPERATIONAL

Operational Inspection

Check Boiler Room Floor Drains

Asset: Boiler 02

Aerco HE Condensing Boiler

TBD

TBD

TBD

Boiler Mec

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Visually Inspect And Confirm Operation
 Of Boiler

OPERATIONAL

Operational Inspection

Visually Inspect Boiler For Possible
 Leaks

OPERATIONAL

Operational Inspection

Observe Condition Of Flame

OPERATIONAL

Operational Inspection

Log Gas Pressure

OPERATIONAL

Operational Inspection

Visually Inspect Boiler Room Supply
 Vents For Obstructions

OPERATIONAL

Operational Inspection

Check Delta Pressure On Each Heat
 Exchanger (To Identify Fouled Tubes)

OPERATIONAL

Operational Inspection

Verify Operation Of Water Make-Up And
 Expansion Tank

OPERATIONAL

Operational Inspection

Check And Record Pilot Flame Signal

OPERATIONAL

Operational Inspection

Verify Operation Of Temperature Controls
 And Check Boiler Management System For
 Proper Operation

OPERATIONAL

Operational Inspection

Verify Operation Of Temperature Controls
 And Check Boiler Management System For
 Proper Operation



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SERVICE ORDER and AGREEMENT

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Service Order #: 60803087

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Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

OPERATIONAL
OPERATIONAL
OPERATIONAL

Contact:

Operational Inspection
Operational Inspection
Operational Inspection

Contact Phone:

Test Low Water Cut Off
Test Lever Safety Relief Valve
Check Boiler Room Floor Drains

Type of Service: PM

Asset: Duct HTR 01

Duct Mounted Heater

TBD

TBD

TBD

Kitchen Me

LABOR TASKING

Inspection Code
PRE FILTER

Inspection Description
Pre-Filter Replacement

Task Description
Replace Pre-Filters

Task Completed

Asset: Filter Basket 01

Filter Basket

TBD

TBD

TBD

Basement P

LABOR TASKING

Inspection Code
OPERATIONAL

Inspection Description
Operational

Task Description
Pull strainer and clean as necessary

Task Completed

Asset: Filter Basket 02

Filter Basket

TBD

TBD

TBD

Basement P

LABOR TASKING

Inspection Code
OPERATIONAL

Inspection Description
Operational

Task Description
Pull strainer and clean as necessary

Task Completed

Asset: Filter Basket 03

Filter Basket

TBD

TBD

TBD

Basement P

LABOR TASKING

Inspection Code
OPERATIONAL

Inspection Description
Operational

Task Description
Pull strainer and clean as necessary

Task Completed

Asset: Heat Wheel 01

Heat Recovery Unit

TBD

TBD

TBD

2nd Floor

LABOR TASKING

Inspection Code
BELT
EVAP CLEAN
PRE FILTER

Inspection Description
Belt Replacement
Evap Coil Cleaning
Pre-Filter Replacement

Task Description
Replace Belts
Clean Evap Coil
Replace Pre-Filters

Task Completed

Asset: Heat Wheel 02

Heat Recovery Unit

TBD

TBD

TBD

Mechanical

LABOR TASKING

Inspection Code
BELT
EVAP CLEAN
PRE FILTER

Inspection Description
Belt Replacement
Evap Coil Cleaning
Pre-Filter Replacement

Task Description
Replace Belts
Clean Evap Coil
Replace Pre-Filters

Task Completed



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SERVICE ORDER and AGREEMENT

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Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Asset: Hood 01

Exhaust Fan

TBD

TBD

TBD

Kitchen Me

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: MAU 01

Make Up Air Handling Unit

TBD

TBD

TBD

Kitchen Me

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
BELT	Belt Replacement	Replace Belts	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: Tank 01

Expansion Tank

TBD

TBD

TBD

Boiler Mec

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational	Visually Inspect Tank For Leaks/Corrosion	_____
OPERATIONAL	Operational	Check Air Pressure (If Bladder Style) For Correct Pressure	_____
OPERATIONAL	Operational	Verify Water Level At No Greater Than 2/3	_____
OPERATIONAL	Operational	Check Air Separator For Any Leaks/Corrosion	_____
OPERATIONAL	Operational	Clean Sight Glass (If Applicable)	_____

Asset: Valve 01

Mixing Valve

TBD

TBD

TBD

Wave Pool

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Custom task list determined by Service Plumber	_____

Asset: Valve 02

Mixing Valve

TBD

TBD

TBD

Filter Roo

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Custom task list determined by Service Plumber	_____

Asset: Water Heat 03

Water Heater

TBD

TBD

TBD

Kitchen Me

SERVICE ORDER and AGREEMENT



Run Date: 08/22/19

Service Order #: 60803087

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Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Visually Inspect Water Heater For Possible Leaks	_____
OPERATIONAL	Operational Inspection	Observe Condition Of Flame	_____
OPERATIONAL	Operational Inspection	Visually Inspect Room Supply Vents For Obstructions	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Water Make-Up	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Temperature Controls	_____
OPERATIONAL	Operational Inspection	Test Low Water Cut Off	_____
OPERATIONAL	Operational Inspection	Test Lever Safety Relief Valve	_____
OPERATIONAL	Operational Inspection	Check Floor Drains	_____

Asset: Water Heater
01

Water Heater

TBD

TBD

TBD

Boiler Mec

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Visually Inspect Water Heater For Possible Leaks	_____
OPERATIONAL	Operational Inspection	Observe Condition Of Flame	_____
OPERATIONAL	Operational Inspection	Visually Inspect Room Supply Vents For Obstructions	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Water Make-Up	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Temperature Controls	_____
OPERATIONAL	Operational Inspection	Test Low Water Cut Off	_____
OPERATIONAL	Operational Inspection	Test Lever Safety Relief Valve	_____
OPERATIONAL	Operational Inspection	Check Floor Drains	_____



ATTACHMENT B

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

HVAC

LOCATION ADDRESS

Clackamas Elementary
15301 SE 92nd Avenue
Clackamas OR 97015

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Directions:

Comments

HVAC PLANNED MAINTENANCE

Additional Location Information

Prime Tech:

Preferred Tech:

Sales Rep: JBAGUIO

ASSETS

Asset	Description	Manufacturer	Model	Serial Number	Location
Asset: Boiler-01	Hot Water Boiler				

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Visually Inspect Boiler For Possible Leaks	_____
OPERATIONAL	Operational Inspection	Observe Condition Of Flame	_____
OPERATIONAL	Operational Inspection	Check And Record Pilot Flame Signal	_____
OPERATIONAL	Operational Inspection	Visually Inspect Boiler Room Supply Vents For Obstructions	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Water Make-Up And Expansion Tank	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Temperature Controls	_____
OPERATIONAL	Operational Inspection	Test Low Water Cut Off	_____
OPERATIONAL	Operational Inspection	Test Lever Safety Relief Valve	_____
OPERATIONAL	Operational Inspection	Check Boiler Room Floor Drains	_____

Asset: Boiler-02 Hot Water Boiler

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Visually Inspect Boiler For Possible Leaks	_____
OPERATIONAL	Operational Inspection	Observe Condition Of Flame	_____
OPERATIONAL	Operational Inspection	Check And Record Pilot Flame Signal	_____
OPERATIONAL	Operational Inspection	Visually Inspect Boiler Room Supply Vents For Obstructions	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Water Make-Up And	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL
OPERATIONAL
OPERATIONAL
OPERATIONAL

Operational Inspection
Operational Inspection
Operational Inspection
Operational Inspection

Expansion Tank
Verify Operation Of Temperature Controls
Test Low Water Cut Off
Test Lever Safety Relief Valve
Check Boiler Room Floor Drains

Asset: EF-001

Exhaust Fan

FACE

RF ABOVE K

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-002

Exhaust Fan

FACE

KITCHEN RO

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-003

Exhaust Fan

PACE

KITCHEN RO

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: EF-004

Exhaust Fan

PACE

ROOF

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of Fan And Motor

OPERATIONAL

Operational Inspection

Check Belt Tension And/Or Operation

OPERATIONAL

Operational Inspection

Lubricate Fan Shaft Bearing

OPERATIONAL

Operational Inspection

Lubricate Motor Bearings

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: EF-005

Exhaust Fan

PACE

ROOF

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of Fan And Motor

OPERATIONAL

Operational Inspection

Check Belt Tension And/Or Operation

OPERATIONAL

Operational Inspection

Lubricate Fan Shaft Bearing

OPERATIONAL

Operational Inspection

Lubricate Motor Bearings

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: EF-006

Exhaust Fan

PACE

BOY RR N.

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of Fan And Motor

OPERATIONAL

Operational Inspection

Check Belt Tension And/Or Operation

OPERATIONAL

Operational Inspection

Lubricate Fan Shaft Bearing



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Lubricate Motor Bearings

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: EF-007

Exhaust Fan

PACE

GIRLS RR S

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of Fan And Motor

OPERATIONAL

Operational Inspection

Check Belt Tension And/Or Operation

OPERATIONAL

Operational Inspection

Lubricate Fan Shaft Bearing

OPERATIONAL

Operational Inspection

Lubricate Motor Bearings

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: EF-008

Exhaust Fan

PACE

BOYS RR S.

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of Fan And Motor

OPERATIONAL

Operational Inspection

Check Belt Tension And/Or Operation

OPERATIONAL

Operational Inspection

Lubricate Fan Shaft Bearing

OPERATIONAL

Operational Inspection

Lubricate Motor Bearings

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

Asset: F-01

Refrigerator-Industrial

HEATCRAFT

LCA690AA

D01L00071

KITCHEN

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Operation Of All Unit Controls,
Chart Recorders And Thermostats



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Check For Unusual Noise And/Or Vibration	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Compressor	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Condenser Fan Motors Where Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Fan Blower Blades And Cages	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Blower Fan Motors	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Belts	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Evaporator Coils	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Direct Expansion Valves	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, And/Or Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Check Operation Of All Compressor And Fan Controls	_____
OPERATIONAL	Operational Inspection	Check Voltage And Amperage	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drains	_____
OPERATIONAL	Operational Inspection	Inspect Evaporator Coil For Ice Build Up To Determine If Defrost Cycle Is Operational	_____
OPERATIONAL	Operational Inspection	Check Defrost Cycle Clock For Correct Time And Operation	_____

Asset: F-02 Refrigerator-Industrial HEATCRAFT LCA690AA KITCHEN

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of All Unit Controls, Chart Recorders And Thermostats	_____
OPERATIONAL	Operational Inspection	Check For Unusual Noise And/Or Vibration	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Compressor	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Condenser Fan Motors Where Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Fan Blower Blades And Cages	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Blower Fan Motors	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Belts	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Evaporator Coils	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Direct Expansion Valves	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, And/Or Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Check Operation Of All Compressor And Fan Controls	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Check Voltage And Amperage

OPERATIONAL

Operational Inspection

Inspect Condensate Drains

OPERATIONAL

Operational Inspection

Inspect Evaporator Coil For Ice Build Up

To Determine If Defrost Cycle Is

Operational

OPERATIONAL

Operational Inspection

Check Defrost Cycle Clock For Correct

Time And Operation

Asset: HV-001

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-002

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-003

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-004

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-005

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

OPERATIONAL

Contact:

Operational Inspection

Contact Phone:

Type of Service: PM

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-006

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-007

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-008

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-009

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters

Asset: HV-010

Heating Ventilation Unit

LABOR TASKING

Inspection Code

Inspection Description

Task Description

Task Completed

OPERATIONAL

Operational Inspection

Check Proper Operation Of Equipment Per
Manufactures Specification.

PRE FILTER

Pre-Filter Replacement

Replace Pre-Filters



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Asset: HV-011

Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: HV-012

Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: HV-013

Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: HV-014

Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: HVAC-001

Package DX with Gas Heat

CARRIER

48HJE006---351---

2502G50312

ROOF

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Unit Controls	_____
OPERATIONAL	Operational Inspection	Inspect Fan Squirrel Cages	_____
OPERATIONAL	Operational Inspection	Inspect Condenser Fans	_____
OPERATIONAL	Operational Inspection	Inspect Motors And Sheaves	_____
OPERATIONAL	Operational Inspection	Inspect Belts	_____
OPERATIONAL	Operational Inspection	Inspect Condenser Coils	_____
OPERATIONAL	Operational Inspection	Inspect Evaporator Coils	_____
OPERATIONAL	Operational Inspection	Check Operation Gas Valve	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM	
OPERATIONAL	Operational Inspection	Inspect Heater Section		_____
OPERATIONAL	Operational Inspection	Check For Unusual Noise And/Or Vibration		_____
OPERATIONAL	Operational Inspection	Lubricate Fan Motors And Bearings, Per Manufacturer'S Recommendations		_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil And Refrigerant Leaks		_____
OPERATIONAL	Operational Inspection	Check Supply, Return Air, And Outdoor Air Temperatures		_____
OPERATIONAL	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract		_____
OPERATIONAL	Operational Inspection	Check Thermostat Setting And Adjust As Necessary		_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters		_____

Asset: HVU-01 Heating Ventilation Unit PACE A98 CAFETERIA/

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: HVU-02 Heating Ventilation Unit PACE A98 27384B KITCHEN/AB

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: UV-01 Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: UV-02 Heating Ventilation Unit

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Proper Operation Of Equipment Per Manufactures Specification.	_____

SERVICE ORDER and AGREEMENT



7390 Lincoln Way
Garden Grove, CA 92841
P +1 714.901.5800

Run Date: 08/27/19

Service Order #: 60803094

Agreement #: 680076

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

PRE FILTER

Contact:

Pre-Filter Replacement

Contact Phone:

Replace Pre-Filters

Type of Service: PM

Asset: UV-03

Heating Ventilation Unit

LABOR TASKING

Inspection Code

OPERATIONAL

PRE FILTER

Inspection Description

Operational Inspection

Pre-Filter Replacement

Task Description

Check Proper Operation Of Equipment Per
Manufactures Specification.

Replace Pre-Filters

Task Completed



ATTACHMENT B

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

HVAC

LOCATION ADDRESS

Concord School
3811 SE Concord Road
Oak Grove OR 97267

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Directions:

Comments

HVAC PLANNED MAINTENANCE

Additional Location Information

Prime Tech:

Preferred Tech:

Sales Rep: JBAGUIO

ASSETS

Asset	Description	Manufacturer	Model	Serial Number	Location
Asset: AH-105	Supply Fan				

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: AH-106

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For

PRE FILTER

Filter Replacement

Any Signs Of Overheating, Burning, Etc.

Replace Filters Per Contract Schedule

Asset: AH-107

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: AH-108

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: AH-109

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: AH-110 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: AH-111 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: Boiler Hot Water Boiler Smith Cast Iron 28HE-9 28-HE-9-080420

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
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SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Visually Inspect Boiler For Possible Leaks	_____
OPERATIONAL	Operational Inspection	Observe Condition Of Flame	_____
OPERATIONAL	Operational Inspection	Check And Record Pilot Flame Signal	_____
OPERATIONAL	Operational Inspection	Visually Inspect Boiler Room Supply Vents For Obstructions	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Water Make-Up And Expansion Tank	_____
OPERATIONAL	Operational Inspection	Verify Operation Of Temperature Controls	_____
OPERATIONAL	Operational Inspection	Test Low Water Cut Off	_____
OPERATIONAL	Operational Inspection	Test Lever Safety Relief Valve	_____
OPERATIONAL	Operational Inspection	Check Boiler Room Floor Drains	_____

Asset: EF-001 Exhaust Fan GREENHECK G-133-B-X 13372976

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-002 Exhaust Fan GREENHECK G-133-B-X-QD

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-003 Exhaust Fan GREENHECK G-133-B-X-QD 1334B457



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-004

Exhaust Fan

GREENHECK

FGI-16X26-A-BS

6235557

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-005

Exhaust Fan

GREENHECK

FGI-16X26-A-BS

6235557

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Asset: EF-006

Exhaust Fan

GREENHECK

FGR-8X8-A-BS

6235557

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-007

Exhaust Fan

LOREN CCOK

100W15DH

17355085860000070

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: EF-008

Exhaust Fan

LOREN COOK

100W15DH

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Asset: EF-009

Exhaust Fan

GREENHECK

CV-090-D-X

13855799

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____

Asset: SS-101

Split System Condensing Unit

AAON

CB-B-036-2-B-1

201007CDCC013

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
FILTER	Filter Replacement	Replace and date filter	_____
OPERATIONAL	Operational Inspection	Check Operation Of Unit Controls	_____
OPERATIONAL	Operational Inspection	Inspect Reversing Valve, If Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser Fans	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser Coils	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Compressors	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Reversing Valve	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil And Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Condenser Coil Surface On Unit And Advise	_____

Asset: SS-101B

Split System Evaporator

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
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SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty.	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/OR Dampers On All Fans.	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage.	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Free And Smooth Operation Of Dampers On Economizer	_____
OPERATIONAL	Operational Inspection	Damper Linkage Not Binding On Economizer	_____
OPERATIONAL	Operational Inspection	Motor Operation And Controls On Economizer	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections:	_____
OPERATIONAL	Operational Inspection	Check Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line.	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, Water And/OR Refrigerant Leaks	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: SS-102 Split System Condensing Unit LG

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
FILTER	Filter Replacement	Replace and date filter	_____
OPERATIONAL	Operational Inspection	Check Operation Of Unit Controls	_____
OPERATIONAL	Operational Inspection	Inspect Reversing Valve, If Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/OR Noise For The Condenser Fans	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/OR Noise For The Condenser Coils	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/OR Noise For The Compressors	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/OR Noise For The Reversing Valve	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

And Refrigerant Leaks

Inspect Condition Of Condenser Coil

Surface On Unit And Advise

Asset: SS-102B

Split System Evaporator

LAU245HV

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty.	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or Dampers On All Fans.	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage.	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Free And Smooth Operation Of Dampers On Economizer	_____
OPERATIONAL	Operational Inspection	Damper Linkage Not Binding On Economizer	_____
OPERATIONAL	Operational Inspection	Motor Operation And Controls On Economizer	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections:	_____
OPERATIONAL	Operational Inspection	Check Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line.	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, Water And/Or Refrigerant Leaks	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: SS-103

Split System Condensing Unit

LAU245HV

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
FILTER	Filter Replacement	Replace and date filter	_____
OPERATIONAL	Operational Inspection	Check Operation Of Unit Controls	_____
OPERATIONAL	Operational Inspection	Inspect Reversing Valve, If Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser Fans	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Coils	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Compressors _____
OPERATIONAL	Operational Inspection	Coils	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Reversing Valve _____
OPERATIONAL	Operational Inspection	Coils	Visually Inspect Unit For Signs Of Oil And Refrigerant Leaks _____
OPERATIONAL	Operational Inspection	Coils	Inspect Condition Of Condenser Coil Surface On Unit And Advise _____

Asset: SS-103B Split System Evaporator LAU245HV

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty.	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or Dampers On All Fans.	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage.	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Free And Smooth Operation Of Dampers On Economizer	_____
OPERATIONAL	Operational Inspection	Damper Linkage Not Binding On Economizer	_____
OPERATIONAL	Operational Inspection	Motor Operation And Controls On Economizer	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections:	_____
OPERATIONAL	Operational Inspection	Check Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line.	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil, Water And/Or Refrigerant Leaks	_____
PRE FILTER	Pre-Filter Replacement	Replace Pre-Filters	_____

Asset: SS-104 Split System Condensing Unit MITSUBISHI MUY-GE15NA 1000317

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
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SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
FILTER	Filter Replacement	Replace and date filter	_____
OPERATIONAL	Operational Inspection	Check Operation Of Unit Controls	_____
OPERATIONAL	Operational Inspection	Inspect Reversing Valve, If Applicable	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser Fans	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Condenser Coils	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Compressors	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Check For Unusual Vibration And/Or Noise For The Reversing Valve	_____
OPERATIONAL	Operational Inspection	Visually Inspect Unit For Signs Of Oil And Refrigerant Leaks	_____
OPERATIONAL	Operational Inspection	Inspect Condition Of Condenser Coil Surface On Unit And Advise	_____

Asset: SS-104B Split System Evaporator

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Report Condition Of Coils, Clean/Dirty.	_____
OPERATIONAL	Operational Inspection	Inspect Fan Pulleys For Wear And Alignment, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Inspect Operation Of Inlet Vanes And/Or Dampers On All Fans.	_____
OPERATIONAL	Operational Inspection	Inspect Belts For Wear And Damage.	_____
OPERATIONAL	Operational Inspection	Inspect Economizer Circuit, Where Applicable.	_____
OPERATIONAL	Operational Inspection	Free And Smooth Operation Of Dampers On Economizer	_____
OPERATIONAL	Operational Inspection	Damper Linkage Not Binding On Economizer	_____
OPERATIONAL	Operational Inspection	Motor Operation And Controls On Economizer	_____
OPERATIONAL	Operational Inspection	Inspect Condition And Fit Of Air Filters - Replace per Contract	_____
OPERATIONAL	Operational Inspection	Inspect, Clean And Tighten All Electrical Connections:	_____
OPERATIONAL	Operational Inspection	Check Unit Control Panel	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Pan	_____
OPERATIONAL	Operational Inspection	Inspect Condensate Drain Line.	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Visually Inspect Unit For Signs Of Oil,

PRE FILTER

Pre-Filter Replacement

Water And/Or Refrigerant Leaks

Replace Pre-Filters

Asset: UV-001

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-002

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-003

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-004 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-005 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-006 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
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SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:	Contact:	Contact Phone:	Type of Service: PM
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-007 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-008 Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

Asset: UV-009

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-010

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-011

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

PRE FILTER

Filter Replacement

Replace Filters Per Contract Schedule

Asset: UV-012

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-013

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____
OPERATIONAL	Operational Inspection	Lubricate Damper Operation	_____
OPERATIONAL	Operational Inspection	Inspect For Any Vibrations Or Unusual Noises	_____
OPERATIONAL	Operational Inspection	Inspect Electrical	_____
OPERATIONAL	Operational Inspection	Visually Inspect Starter And Wiring For Any Signs Of Overheating, Burning, Etc.	_____
PRE FILTER	Filter Replacement	Replace Filters Per Contract Schedule	_____

Asset: UV-014

Supply Fan

LABOR TASKING

Inspection Code	Inspection Description	Task Description	Task Completed
OPERATIONAL	Operational Inspection	Check Operation Of Fan And Motor	_____
OPERATIONAL	Operational Inspection	Check Belt Tension And/Or Operation	_____
OPERATIONAL	Operational Inspection	Lubricate Fan Shaft Bearing	_____
OPERATIONAL	Operational Inspection	Lubricate Motor Bearings	_____



SERVICE ORDER and AGREEMENT

Run Date: 08/27/19

Service Order #: 60803093

Agreement #: 680075

Created: 05/01/19

PO #:

Scheduled Date:

Scheduled Time:

Primary Tech:

Contact:

Contact Phone:

Type of Service: PM

OPERATIONAL

Operational Inspection

Lubricate Damper Operation

OPERATIONAL

Operational Inspection

Inspect For Any Vibrations Or Unusual
Noises

OPERATIONAL

Operational Inspection

Inspect Electrical

OPERATIONAL

Operational Inspection

Visually Inspect Starter And Wiring For
Any Signs Of Overheating, Burning, Etc.

PRE FILTER

Filter Replacement

Replace Filters Per Contract Schedule



SERVICE REPORT# 306949

Location	North Clackamas Aquatic Park	Service Order	60803342	Agreement	680012
Address	7300 SE Harmony Road	Service Date	07/12/19	Technician	Chris Crossett
City	Milwaukie	Customer #	112603		
State	OR	Customer PO		Service Complete	N
Contact	Zip 97222	Cust Phone		Visit Complete	Y
		Sales Rep			

Problem Description: HVAC(HVAC ISSUE) coupling on pump piping

Visit Resolution: Collected parts and drove to the site.
 Checked in with site contact and accessed pump vault.
 Shut down and locked out UP-1. Closed valves and drained piping system.
 Removed failed coupling and found a second leak point while inspecting joining pvc fittings.
 Collected additional fittings and returned to the site.
 Replaced coupling and other failed components.
 Refilled the system and monitored for leaks.
 No leaks with pump "off"
 Switched pump "on" and monitored.
 No leaks present at this time.
 Job complete

Allocation of charges is subject to change based on management review of the actual agreement coverage if applicable.

LABOR	
	Billable
Regular Hours	7.00

Visit Approved By:

Signed By: n/a
 Date: 07-12-2019 Time: 15:25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Artex Risk Solutions, Inc 2850 Golf Road, 5th Floor Rolling Meadows IL 60008	CONTACT NAME: Sheryl Haas PHONE (A/C. No. Ext): 630-285-4187 E-MAIL ADDRESS: sheryl_haas@artextrisk.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Enviser 12131 Western Avenue Garden Grove, CA 92841	INSURER A : Old Republic Insurance Company	NAIC # 24147
	INSURER B : Lexington Insurance Company	19437
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2116355577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY30720419	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB30717719	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			023627653	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC30717619	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			MWTB30717719	4/1/2019	4/1/2020	Comp Ded- \$250 Collision Ded- \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: North Clackamas Park and Recreation District Maintenance Agreement - All Operations

Enviser Division PNW

Clackamas County and North Clackamas Parks and Recreation District, and their officers, elected officials, agents, and employees are included as Additional Insureds under the General Liability and Automobile Liability policies per the terms and conditions of the contract.

CERTIFICATE HOLDER**CANCELLATION**

North Clackamas Park and Recreation District
 6199 8 E Lake Road
 Milwaukie OR 97222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

NOTICE OF INTENT TO AWARD CONTRACT

DATE: August 22, 2019
RFP #: 2019-57
TITLE: North Clackamas Parks and Recreation District Facility's Equipment Maintenance

APPARENT SUCCESSFUL PROPOSER: Enivse

In accordance with Local Contract Review Board Rule C-047-0740 and the above referenced RFP, Clackamas County ("County") intends to award a contract to the above named apparent successful proposer. The above named apparent successful proposer shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the County is executed. If the apparent successful proposer fails to negotiate and execute a contract with the County, the County may revoke the award and award the contract to the next highest ranked proposer or withdraw the RFP.

This Notice of Intent to Award Contract starts the seven (7) calendar day period in which an unsuccessful proposer may file a protest in accordance with Rule C-047-0740. Unsuccessful proposers may review the procurement file at the above Oregon City address upon appointment. Any protest must be in writing and must be delivered by hand delivery, mail or email to the below address. Protests may not be submitted by fax.

George Marlton
Procurement Division Director
2051 Kaen Road
Oregon City, OR 97045
gmarlton@clackamas.us

Clackamas County appreciates the time and effort by proposers to submit for this solicitation and looks forward to receiving other proposals in the future. Please contact Ryan Rice at (503) 742-5446 if you have any questions.



George Marlton
Director

RFP #2019-57 Evaluation Scores

Firm	Proposer's General Background and Qualifications (Max 25 pts)	Project Understanding and Scope of Work (Max 25 pts)	Sample Plan and Safety Program (Max 20 pts)	Fees (Max 20 pts)	References (Max 10 pts)	Total (Max 100 pts)
Hunter Davisson	25	14.67	18.67	5	10	73.33
Envise	25	19.67	17	18	10	89.67



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

TO: Laura Zentner, Business and Community Services Director
FROM: Ryan Rice
RE: RFP #2019-57 – Committee Recommendation for Contract Award
DATE: August 20, 2019

The evaluation committee comprised of Jason Kemmerich, Kevin Cayson, and Lewis Seagraves have evaluated the proposals received in response to RFP #2019-57 for the **North Clackamas Parks and Recreation District Facility's Equipment Maintenance**. The County received proposals from Hunter Davisson and Enviser. The scores are as follows:

	Jason Kemmerich	Kevin Cayson	Lewis Seagraves	Total Averages
Hunter Davisson	73	75	72	73.33
Enviser	91	90	88	89.66

Based on the above results, the Committee makes the recommendation that Enviser be awarded the contract to complete the project.

Approved: _____ Denied: _____

Laura Zentner, Director

Firm	Evaluator	Proposer's General Background and Qualifications (max 25 pts)	Evaluator	Project Understanding and Scope of Work (Max 25 pts)	Evaluator	Sample Plan and Safety Program (Max 20 pts)	Evaluator	Fees (Max 20 pts)	Evaluator	References (Max 20 pts)	Total Points	Total Average (Max 100 pts)	Rank
	1	25	1	15	1	18	1	5	1	10			
Hunter Davisson	2	25	2	17	2	18	2	5	2	10	220	73.33	
	3	25	3	12	3	20	3	5	3	10			
	4		4		4		4		4				
	5		5		5		5		5				
	Total:	75	Total:	44	Total:	56	Total:	15	Total:	30			
	Average:	25.00	Average:	14.67	Average:	18.67	Average:	5.00	Average:	10.00			
Enviser	1	25	1	20	1	18	1	18	1	10	269	89.67	
	2	25	2	19	2	18	2	18	2	10			
	3	25	3	20	3	15	3	18	3	10			
	4		4		4		4		4				
	5		5		5		5		5				
	Total:	75	Total:	59	Total:	51	Total:	54	Total:	30			
Average:	25.00	Average:	19.67	Average:	17.00	Average:	18.00	Average:	10.00				



Request for Procurement

Date:

To: Procurement Division: PACSrequest@clackamas.us

Contract Facilitator:

Phone Ext:

Contract Administrator:

Phone Ext:

Department/Division:

Project Title:

Project Manager:

Email:

Phone Ext:

Type of Procurement: (check one box below)

<input type="checkbox"/> Request for Quotes (RFQ) Award: Low Price or Subjective Factors	RFQ: Goods & Services: \$50K-150K Professional Services: \$50K-150K Construction: \$50K-\$100K
<input type="checkbox"/> Invitation to Bid (ITB) Award: Low Price	ITB: Goods & Services: \$150K+
<input checked="" type="checkbox"/> Request for Proposals (RFP) Award: Subjective Factors	RFP: Goods & Services: \$150K+ Architect & Engineer Professional Services \$100K+ Professional Services: \$150K+
<input type="checkbox"/> Construction BID (BID) Award: Low Price	BID: Construction Services: 100K+

(Note: Departments may request that Procurement conduct a competitive procurement at lower dollar thresholds than those listed above.)

Required Documents to be Submitted with Request:

RFQ	ITB	RFP	BID
<input type="checkbox"/> Background Statement <input type="checkbox"/> Scope of Work <input type="checkbox"/> Key Dates <input type="checkbox"/> Questions Award: <input type="checkbox"/> Low price <input type="checkbox"/> Subjective	<input type="checkbox"/> Background Statement <input type="checkbox"/> Scope of Work/ Specifications <input type="checkbox"/> Minimum Qualifications <input type="checkbox"/> Key Dates <input type="checkbox"/> Price / Bid Sheet	<input checked="" type="checkbox"/> Background Statement <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Evaluation Criteria <input type="checkbox"/> Questions <input type="checkbox"/> Feasibility/Cost Analysis over \$250K	<input type="checkbox"/> Project Narrative <input type="checkbox"/> Project Key Dates <input type="checkbox"/> Plans, Specifications & Drawings If Applicable: <input type="checkbox"/> Bid Sheet <input type="checkbox"/> Pre-Qualification Criteria

General Information:

When is the contract needed?

Is this project grant or federally funded: No Yes – Attach procurement requirements

Note: You must submit subrecipient vs. contractor determination if grant funded.

Account string for the project:

Requested Contract Length:

Do you want contract renewal options? No Yes: How many:

Estimated Total Contract Value:

Construction: Mandatory Walkthrough No Yes – Requested Date:

BOLI Prevailing Wage/ Davis Bacon Act Project: No Yes

Division Director/Deputy:

Date:

Budget Authority Approval: **Greg Williams** Digitally signed by Greg Williams
Date: 2019.06.20 15:45:08 -07'00'



Feasibility Determination and Cost Analysis Form

Date:

To: Procurement Division: PACSrequest@clackamas.us

From (Budget Authority):

Phone Ext:

Contract Facilitator:

Phone Ext:

Contract Administrator:

Phone Ext:

Department/Division:

Overview:

Before conducting a Procurement for certain Services, the department may be required to complete a written cost analysis under LCRB C-047-0250. Architectural and Client Services are excluded. This form serves as the departments' summary of its determinations and evaluation.

Feasibility Determination:

If outsourcing Services exceeding \$250,000, select the statement below that describes why services should be competitively procured.

- Client Services per OAR 125-246-0110
- County receives a grant or other funds that require the use of an independent contractor;
- State or Federal Law requires the use of an independent contractor;
- Procurement of Services are incidental, including service and maintenance agreements for leased or rented equipment;
- Department cannot avoid conflict of interest in conducting required Services using County personnel;
- The procurement is for Services procured using an Emergency Procurement process authorized by C-047-0280 and ORS 279B.080;
- The service is so urgent, temporary or occasional that performing the Services with County personnel would cause a delay resulting in undue frustration to the purpose;
- Services will be completed within six (6) months of contract execution; or
- Other circumstances, conditions or occurrences would make the Services, if performed by County personnel, incapable of being managed, utilized or dealt with successfully in terms of quality, timeliness of completion, success in obtaining desired results, or other reasonable needs of the County.

Written findings are required for all of the above listed determinations, except for Client Services. Attach findings to this form prior to submitting to Procurement for processing.

Cost Analysis

Department Estimate to Perform Services		Department Estimate to Contract out Services	
Department Cost – LCRB C-047-0250 (5)(a)		Contractor Cost – LCRB C-047-0250 (5)(b)	
Salary or Wage & Benefits Costs	\$ 124,751.00	Salary or Wage & Benefits Costs	\$ 100,000.00
Material Costs	\$ 10,000.00	Material Costs	\$ 10,000.00
Related Costs	\$ 8,000.00	Related Costs	\$ 8,000.00
Other Information (Costs the Department would incur)	\$ 1,000.00	Other Information (Costs the Department would incur)	\$ 0.00
Total: (Costs the department would incur to perform the Services)	\$ 143,751.00	Total: (Costs the department would incur to contract out the Services)	\$ 118,000.00

Department Determination(s) and Decision

Department intends to perform the Services. Describe the decision and provide the determinations that explain and support the decision.

Department intends to contract out the Services. Describe the decision and provide the determinations that explain and support the decision.

NCPRD has neither the staff nor expertise to provide the maintenance services encompassed by this RFP. In addition, based on the estimate above, hiring a new staff member to perform this work would cost more than contracting with a vendor. For these reasons, NCPRD intends to contract out the services encompassed by this RFP. We have attached the class specification for Building Services Coordinator, for which we estimate the annual full salary+benefits costs (incl. PERS and health) to be approximately \$124,751.

Attach backup documentation validating the above information prior to submitting to procurement for processing.

Department Director/Deputy Approval

Greg Williams

Digitally signed by Greg Williams
Date: 2019.06.20 15:44:54
-07'00'

Department Director Signature

Date

Printed Name:

Phone Ext:

Procurement Director Approval

Approved

Denied

Reason:

Procurement Division Director Signature

Date

Printed Name:

Phone Ext:

REQUEST FOR PROPOSAL
FOR
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT'S PARK FACILITY'S
EQUIPMENT MAINTENANCE COOPERATIVE AGREEMENT

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
North Clackamas Parks & Recreation District

JIM BERNARD, Chair

SONYA FISHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

George Marlton
Procurement Director

Ryan Rice
Buyer

COUNTY REQUEST FOR PROPOSAL OPENING

DATE: **July , 2019**

PLACE: **Clackamas County Procurement**
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

TIME: **2:00 pm**

SCHEDULE

Request for Proposal issued	July 01, 2019
Mandatory Pre-Bid Conference & Tour	xxxxxxxxxxxxxxxxxxxxxx
Last date for specification protest	SEVEN 7 days prior to RFP Opening
RFP opening	July 15, 2019
Last date to protest award	SEVEN (7) days from the Intent to Award

TABLE OF CONTENTS

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SECTION 2	Instructions to Providers
SECTION 3	Scope of Work
SECTION 4	Proposal Contents and Response Forms
SECTION 5	Evaluation and Selection Criteria
SECTION 6	Sample Contract
SECTION 7	Insurance Certificates (to be submitted prior to contract execution)

SECTION 1
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

Notice is hereby given that Clackamas County, through its Board of County Commissioners, will receive sealed proposals per specifications until 2:00 PM **July, 2019** to provide

North Clackamas Parks and Recreation District wide mechanical and HVAC services for the North Clackamas Aquatic Park, Clackamas Site and Concord Site.

No Proposals will be received or considered after that time.

North Clackamas Parks and Recreation District (NCPRD) is seeking a partnership with a Contractor to provide full coverage mechanical service to Facilities which include.

1. The North Clackamas Aquatic Park (NCAP) (Scope A&B).
2. Clackamas School Building (Clackamas) (Scope A&B)
3. Concord Building (Concord) (Scope B)

An award will be made upon determination of the most advantageous proposal for the District. The projected timeline for the program will commence upon the execution of the contract and continue through **June 30, 2020** with an option to renew for three (3) one (1) year terms.

A mandatory pre-bid conference and tour will be held xxxxxxxxxx, 2019. Companies may be represented by up to a maximum of two (2) persons at the meeting and tour. Potential responders must attend the conference/tour to be eligible to submit a Qualification response.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444. Sealed proposals are to be sent to Lane Miller – Procurement Manager at the Kaen Road address. Proposals will be opened in the Procurement Division, located on the fourth floor of the Public Services Building, at the designated time.

Each proposal must contain a statement as to whether the vendor is a resident vendor, as defined in ORS 279A.120. This **is not** a public works contract subject to ORS 279C.800 through 279C.870, the Davis Bacon Act (40 U.S.C. 3141 et seq.).

The Clackamas County Board of County Commissioners reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

DATED this _day of July, 2019

Lane Miller, Procurement Manager

SECTION 2
INSTRUCTIONS TO PROPOSERS

SECTION 2

2.1. GENERAL

Proposers shall study carefully and conform to these "Instructions to Proposers" so that their responses will be regular, complete and acceptable.

2.2. RESPONSES

All proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this solicitation.

Proposals carrying orders or qualifications may be rejected as irregular.

All responses shall be signed in ink in the blank spaces provided herein (Section 4). If the response is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the response is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The responses will be considered by the County to be submitted in confidence; proposers will be notified if a request is made for public disclosure of the response prior to completion of the evaluation and negotiation process.

2.3 SUBMISSION OF RESPONSES:

All responses must be submitted in a sealed envelope bearing on the outside the **name and address of the contractor, the project title, due date and opening time**. Deliveries are to be sent to:

**Clackamas County
Procurement Manager
Aquatic Park Facility Equipment Maintenance
2051 Kaen Road,
Oregon City, OR 97045**

If the response is forwarded by mail, the sealed envelope containing the response and marked as directed above must be enclosed in another envelope.

2.4. RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the advertisement for proposal. Proposals received after the time so designated will be considered late responses and will be returned unopened.

No responsibility will be attached to any official of the County for the premature opening of, or the failure to open, a proposal not properly addressed and identified.

The proposals will be considered by the County to have been submitted in confidence. At the time fixed for the opening, the proposals shall be opened so as to avoid disclosure of contents to competing offerors, the public and the media during the process of evaluation and negotiation. A register of responses shall be prepared and shall be open for public inspection after contract award along with the contents of the responses. Once the closing time and date

arrive, the names of the offerors submitting responses are read publicly. No other information will be disclosed during the evaluation and negotiation process unless required by law.

2.5. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or telegraphic request received from the contractors prior to the time fixed for opening. Negligence on the part of the vendor in preparing the response confers no right for the withdrawal of the response after it has been opened. The response will be irrevocable until such time as the Board of Commissioners:

- a. Specifically rejects the response, or;
- b. Awards a contract and said contract is properly executed.

Contractors' proposals shall be valid for at least ONE-HUNDRED TWENTY (120) days.

2.6. MODIFICATION

Any contractor may modify his/her response by registered communication at any time prior to the scheduled closing time for receipt of proposal, provided such communication is received prior to the closing time. The communication should not reveal the response price but should provide that the final price or terms will not be known until the sealed response is opened.

2.7. ACCEPTANCE OR REJECTION OF PROPOSALS

In the award of the contract, the Board of Commissioners will consider the element of time, will accept the proposal which in their estimation will best serve the interest of Clackamas County, and reserves the right to award the contract to the contractor whose response shall be best for the public good. The Board of Commissioners reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between proposers may constitute a cause for rejection of any responses so affected.

The County shall, pursuant to ORS 279A.120, for the purposes of awarding the contract, add a percent increase on the proposal of a nonresident proposer equal to the percent, if any, of the preference given to that proposer in the state in which the proposer resides. "Resident proposer" means a proposer that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the proposal whether the proposer is a "resident proposer".

The County may accept any items or groups of items of any offer, unless the proposer qualifies his/her offer by specific limitations.

2.8. ADDENDA AND INTERPRETATIONS

No oral interpretations shall be made to any proposer as to the meaning of any of the contract documents or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed to the Purchasing Manager

and, to be given consideration, shall be received at least **SEVEN (7)** days prior to the date set for the opening of responses. Any and all such interpretations will be mailed to all prospective proposers (at the respective address furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of responses. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this response as submitted. All addenda so issued shall become as much a part of the contract documents as if bound herein.

2.9. NONDISCRIMINATION

The successful contractor agrees that, in performing the work called for by this response and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental handicap.

2.10. FAILURE TO SUBMIT OFFER

If no offer is to be submitted, do not return the RFP. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, will not result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

2.11. PREPARATION OF OFFERS

Proposers are expected to examine the specifications, schedules and all instructions.

Each proposer shall furnish the information required by the solicitation. Proposers shall sign the solicitation and print or type their name on other submitted exhibits and each continuation sheet thereof on which an entry is made. Erasures or other changes shall be initialed by the person signing the offer. Responses signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished.

Proposers shall state a definite time for delivery of supplies or for performance of services.

Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

2.12. SPECIFICATIONS LIMITING COMPETITION

Proposers may comment on any specification or requirement contained within this RFP, which they feel limits competition in the selection of a proposer to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing, and are to be addressed to:

**Clackamas County
Procurement Manager
AQUATIC PARK FACILITY EQUIPMENT MAINTENANCE
2051 Kaen Road,
Oregon City, OR 97045**

Such comments shall be submitted to Clackamas County no later than **SEVEN (7)** days prior to the opening date. No comments will be accepted after that time.

2.13 EXCEPTIONS:

Responding vendors taking exception to any requirement of this RFP Document shall indicate such exception(s) on a separate page of their Proposal response.

Proposers failing to indicate any exceptions shall be interpreted as the responding vendor intends to fully comply with all RFP requirement(s) as written and subsequent agreement terms as stated. Explanation must be made for each item for which exception is taken giving in detail the extent of the exception and the reason(s) for which it is taken in order for consideration to be given to the vendor.

2.14. EMPLOYEES NOT TO BENEFIT

No employee or elected official of Clackamas County shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2.15. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless otherwise provided for in the Request for Proposal.

2.16 NOTICE OF INTENT TO AWARD

The notice of intent to award of the contract by Clackamas County shall constitute a final decision of the County's intent to award the contract if no written protest of the award is filed with the County Procurement Manager within **SEVEN (7)** calendar days of the notice of intent to award. If a protest is timely filed, the award is a final decision of the County's intent to award only upon issuance of a written decision denying the protest and affirming the award. The award and any written decision denying protest shall be sent to every proposer who provided an address.

Right to Protest: Any actual proposer who is adversely affected or aggrieved by the County's award of the contract to another proposer on the same solicitation shall have **SEVEN (7)** calendar days after notice of intent to award has been issued to submit to the County Procurement Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved proposer with a right to submit a written protest, a proposer must be next in line for award, i.e. the protester must claim that all higher rated proposers are ineligible for award because they are non-responsive or non-responsible. The County will not entertain protests submitted after the time period established in this rule.

2.17. REIMBURSEMENT

There is no expressed or implied obligation for Clackamas County to reimburse responding firms for any expenses incurred in preparing responses in response to this request.

2.18. DEFAULT

The County may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
3. In the event the County terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, the County may procure, upon such terms and in such manner as the County may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in paragraph (4) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

2.19 [RESERVED]

2.20. PAYMENTS

The contractor shall be paid, upon the submission of proper instruments as outlined below, the prices stipulated in the response for services rendered and accepted, less deductions, if any, as provided.

1. No claims will be considered for payment until the services are rendered with the exception of Solicitations or Purchase Orders that designate otherwise.

2. Payments will be made monthly, or as agreed, within 30 days following receipt of any claims supported by an invoice and a duplicate.
3. For a period of one year after payment of any claim, Clackamas County reserves the right, under this contract, to recover any damages due the County as specified in the Clause of this contract entitled "Default".

2.21. TAXES

Taxes, whether State or Federal, shall not be included in proposal prices. Clackamas County is generally exempted from Federal taxes, specifically, but not limited to excise and transportation taxes.

2.22. LITIGATION:

In the event litigation is necessary the Contractor agrees that such will be conducted in the Courts of Clackamas County and/or the State of Oregon.

2.23. INTERGOVERNMENTAL COOPERATIVE PURCHASING STATEMENT

Pursuant to ORS 279A and Clackamas County procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under terms and conditions of the resultant contract.

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

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

Clackamas County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the Company awarded the contract by the County.

2.24 SUBCONTRACTORS

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the work in a competent and professional manner. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.25 COUNTY CLARIFICATION OF PROPOSALS

The County reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information of clarification could result in rejection of the firms' proposal.

2.26 OWNERSHIP

All work products of the Contractor which result from this contract (“the work products”), except material previously and mutually identified as confidential, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so for County business, all such work products, including but not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced.

SECTION 3
SCOPE OF WORK

SCOPE OF WORK

Mandatory pre-bid conference and tour:

A mandatory pre-bid conference and tour will be held On **XX/XX/2019** at The North Clackamas Aquatic Park located at 7300 SE Harmony Rd, Milwaukie, Oregon, 97222. Companies may be represented by up to a maximum of two (2) persons at the meeting and tour. Potential bidders must attend the conference/tour to be eligible to submit a bid. Additionally a Walk through of the Clackamas (15301 SE 92nd Ave, Clackamas, OR) and Concord (3811 SE Concord Rd, Milwaukie, OR) properties will immediately follow the same day but will not be mandatory.

Intention:

North Clackamas Parks and Recreation District (NCPRD) is seeking a partnership with a Contractor to provide full coverage mechanical service and preventative maintenance to Facilities which include.

- The North Clackamas Aquatic Park (NCAP) a regional swim Center with a lap pool 3 waterslides, kiddie pool and a wave pool. (Scope A&B).
- Clackamas School Building (Clackamas) 44,000 Sq. Ft currently a charter school. (Scope A&B)
- NCPRD is looking for Twice Yearly Test and Inspection Maintenance +Air Filters and on call service for the 47,000 Sq. Ft Concord Site (Scope C).

An award will be made upon determination of the most advantageous proposal for the District.

Definition of "Full Coverage Mechanical Service" (Scope A):

The contractor will:

- Complete the quarterly mechanical inspections. Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections, maintenance & repairs.
- Provide all materials for service inspections & repairs; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.
- All repairs are the responsibility of the contractor on maintainable and non-maintainable parts and systems.
- All mechanical equipment is to be included regardless of age or condition.
- Failed, un-repairable equipment is to be replaced by the contractor at their cost.
- One of the goals of the contract is to assist the facility in being open to serve the public and to minimize closures and inconveniences to the public due to maintenance and mechanical issues.

- Automated chemical feed systems for pools are excluded.
- Automated chemical feed systems for boilers are included in this RFP to include tubing, pumps and all associated delivery system parts. Systems shall be maintained to be leak free.
- NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and are not a part of this RFP.

Definition of "Preventative Maintenance Service" (Scope B):

The contractor will:

- Complete the quarterly mechanical inspections (include a copy of your quarterly mechanical inspection plan)
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the quarterly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by the contractor and applied as needed. This includes couplings, belts, filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours)
- If the vendor is submitting a proposal for preventative maintenance only, list all parts mark up schedule for non-contract items.

Definition of "Twice Yearly Test and Inspection Maintenance +Air Filters and on call service for the Concord Site" (Scope C)

The contractor will:

- Complete the twice (2) yearly mechanical inspections (include a copy of your quarterly mechanical inspection plan). Inspecting for worn, failed or doubtful parts; wiring; mountings; drive couplings; sheaves; pulleys; heat exchangers; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc. Testing for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil(acid); flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- Provide all labor (Regular, Shift, OT, DT & Holiday) to complete service inspections and maintenance outlined by the 2 twice yearly visits.
- Provide all materials for service inspections & maintenance; this includes refrigerant and oil.
- All consumables related to the enclosed mechanical schedule to be provided by contractor and applied as needed. This includes couplings, belts yearly replacement min), filters, grease, refrigerant, oil and any others required.
- If the vendor is submitting a proposal for preventative maintenance only please list your hourly rates for non-contract work (both regular hours and after hours).
- If the vendor is submitting a proposal for preventative maintenance only, list all parts markup schedule for non-contract items.

Excluding Coverage:

The responding contractor may submit a list of equipment or systems they wish to exclude from all or part of the service requirements above. However, any exclusions will have an impact on NCPRD's decision during the selection process. If exclusions are to be submitted, the equipment must be clearly identified. The responding contractor must provide the specific points of service that are being excluded along with a reason for the exclusion. Exclusions must be provided in writing and submitted with the original RFP response. Any Items not excluded in the original response will be considered "included" and all points of service, inspection, repairs and replacement will apply.

Terms of Service:

The original term of this agreement between the NCPRD North Clackamas Parks and Recreation District and the contractor shall last for three (3) years from the date defined by this RFP. In addition, The NCAP will have the option to renew for up to three (3) one (1) year terms upon approval of both parties.

Maintenance Inspections:

The intent of this agreement is to allow the contractor to make decisions about how to best maintain equipment to support NCPRD operations and minimize the risk of mechanical failures in the most effective and efficient way possible. However, the contractor's proposal must provide, at a minimum, quarterly maintenance service for all mechanical equipment included on the enclosed **mechanical equipment schedules for each facility.**

This includes

- (3) Operational type inspections
- (1) Comprehensive type inspection.
- Quarterly filter changes on all air-handling equipment.
- Annual belt changes on applicable equipment.
- Service Reports- to be delivered to NCPRD Supervisor within one (1) week of service. Service reports to indicate the general condition of each piece of equipment and report any repairs made or future risks for failure. Any critical items of concern discovered during a service should be reported to the supervisor immediately that day.

The contractor must submit, with their response, a list of tasking to be performed on the included mechanical equipment schedules during these minimum service inspections detailing both operational and comprehensive in nature.

Maintenance Response Times:

Vendor must provide (24) hours a day, (7) days a week, (365) days a year service. Service will be accessed through a single vendor contact. Service calls will be initiated by phone by an approved NCPRD staff member.

The specific nature of each call for service and its impact on NCPRD operations will be determined by NCPRD staff with input from vendor. Ultimately, the criticality of need and response required by the vendor will be decided by NCPRD staff.

- **Non-Critical Response:** Within (24) hours.
- **Critical Response:** Within (4) hours.

Access:

Access can be granted by NCPRD supervisors or their delegated staff member. Absolutely, no work can begin at anytime without the approval of NCPRD supervisors; this includes standard maintenance or repair. Access for work that requires the shutdown of equipment must be preapproved by NCPRD supervisors.

All vendor employees assigned to NCPRD must have a background check completed (which will include both state and federal). This list should be updated annually and submitted to NCAP.

Scheduling:**Quarterly Service Minimum**

The selected contractor shall submit a service delivery plan for the minimum required mechanical service. The delivery plan will document the approximate date of each service. NCPRD will approve or request adjustments. The selected contractor will be expected to honor the approved service delivery plan. All work for minimum quarterly service can be scheduled on regular days Monday through Friday, 6:30 am - 5:00 pm.

Continuing Service & Emergency Repairs

Any services the contractor deems necessary to serve the intent of the agreement, beyond the quarterly minimum service requirements, may contact the NCPRD supervisor for scheduling. Any access for emergency repairs requires the approval of NCPRD supervisors. Any interruptions in service from mechanical equipment for any reason must be approved in advance by NCPRD supervisors.

Subcontractors:

The intent of the RFP is to create a partnership with a contractor that can comprehensively respond to NCPRD mechanical needs. The contractor's use of subcontractors is not strictly prohibited, but preference is that the successful contractor possesses the skill and manpower to respond appropriately to all "regular" mechanical needs (based on the included NCPRD Equipment Schedule).

If a responding contractor intends to partner with a subcontractor to meet the demands of the regular service work contained within the RFP, the contractor must identify specifically which equipment they intend to have supported by a subcontractor in their response. It is assumed that regular services for equipment not identified as "subcontractor supported" in their response, will be executed directly by the staff of the responding contractor.

The selected contractor will identify all subcontractor labor before work begins. They must demonstrate that all subcontractors meet the minimum qualifications defined by the RFP and Clackamas County before work begins. This is a requirement for any work completed on NCPRD property.

Energy Conservation and Benchmarking:

NCPRD is dedicated to being conscious of Earth's resources. The selected contractor will work with NCPRD towards the goal of reducing energy usage throughout the contract period. This will include at a minimum a review of current usage and benchmarking reduction in usage each year of the contract.

Disposal:

Any waste created by the execution of the included scope is the responsibility of the contractor. Waste will be disposed of immediately and in accordance with EPA regulations. At no time will waste be stored on site or will the contractor have access to NCPRD facilities for disposal. This includes items like filters, belts, wire, conduit, sheet metal, screws, oil, refrigerant, and mechanical components.

Work Site:

The contractor will maintain clean and organized work sites. This applies to all work. Sites will be cleaned at the close of each day. No materials will be stored on site, unless approved by NCPRD staff. All waste will be removed each day. Safety is paramount and worksite will be left in a condition that poses any potential risk to staff or patrons.

Spare Parts:

NCPRD has some spare parts existing in its facilities. Spare parts on hand may be used for repairs but will need to be replaced with like for like parts within 30 days of their use by contractor.

Control Systems:

NCPRD utilizes Automated Logic HVAC control systems which are maintained by Clima-Tech and **are not** a part of this RFP.

Chemical Systems:

Chemical feed systems for boilers **are** included in this RFP.

SECTION 4
PROPOSAL CONTENTS AND RESPONSE FORMS

SECTION 4

PROPOSAL CONTENTS

- 4.1. Vendors must observe submission instructions and be advised as follows:
- 4.1.1. Proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, the name of the project for which the proposal is submitted and the time and date of the scheduled opening.
 - 4.1.2. If the proposal is forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed to the Procurement Manager, Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045
 - 4.1.3. No response will be accepted **after 2:00 PM, JULY 31, 2019.**
 - 4.1.4. SEVEN (7) copies of the proposal response are to be supplied. One set of Signed Originals shall be included and clearly identified as such.
 - 4.1.5. Clackamas County reserves the right to solicit additional information or response clarification from the vendors, or any one vendor, should the County deem such information necessary.
 - 4.1.6. All questions regarding the Request for Proposal process should be directed to Mr. Lane Miller, Procurement Manager, during regular business hours.
 - 4.1.7. If a vendor is unable or unwilling to meet any Clackamas County RFP requirement, an explicit statement to that effect must be made in the response as an exception.
 - 4.1.8. This Request for Proposal and all supplemental information in response to this RFP will be a binding part of the final contract entered into by the selected vendor and Clackamas County.
 - 4.1.9. Any Proposer supplied material that may be considered confidential, to the extent allowed under Oregon Public Records Law, must be so marked with statutory exemption asserted.
 - 4.1.10. Clackamas County reserves the right to reject any or all responses, and to accept the proposal deemed most advantageous to the County.
 - 4.1.11. The CONTRACTOR must supply copies of all contracts the County will be expected to sign with the response.

4.1.12 Information should illustrate the quality of the CONTRACTOR'S work.

4.1.13 Clackamas County encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

RESPONSES ARE TO BE SUBMITTED IN A SEALED ENVELOPE:

Provide the following information in the order in which it appears below:

4.2 Pre-Bid Conference and Tour

- All prospective contractors must attend the pre-bid conference in order to be eligible to submit a Qualifications response.

4.3. Project Understanding and Approach

- Clearly state an understanding of the services to be performed. Highlight the differences of *full coverage mechanical services* (Scope A) and *preventative maintenance service* (Scope B) and twice yearly test and inspection maintenance +air filters and on call service for the Concord Site" (Scope C)
- Detail key issues you feel are necessary in providing any equipment maintenance for the **District wide mechanical and HVAC services**.
- Provide a list of tasking to be performed on the included *mechanical equipment schedule* during the minimum service inspections detailing both operational and comprehensive in nature.

4.4. Qualifications and Experience

- Organization and size of the firm.
- Submit the number of qualified mechanics currently employed by the firm.
- Technical experience of the firm and prior experience working on service contracts of this size.
- List any licensing and certifications beneficial to providing the equipment maintenance for the **District wide mechanical and HVAC services**
- Provide a narrative about the contractors unique ability to meet the requirements of the **District wide mechanical and HVAC services**.

4.5 References

- Please provide 3 references and include their Company name, Company Address, Primary contact name, Primary contact phone number, and the dates of service.

4.6 Sample Plan & Safety Program

- Provide a sample of a past Quarterly Mechanical Inspection Plan.
- Provide a sample of a service report for a similar sized project in the past.
- Provide a description of the responding contractor's safety program.
- Twice yearly test and inspection maintenance +air filters and on call service for the Concord Site

4.7 Rates

- Clearly state the rates for providing *full coverage mechanical service* (Scope A) and/or *preventative maintenance service* (Scope B). *Twice yearly test inspection maintenance and air filters with on call services* (scope C)
- Provide an hourly pay rate for non-contract work (both regular hours and after hours)
- Provide a parts mark up schedule for non-contract work.
- Provide Truck and fuel charges.

4.8 Exclusions

- Clearly identify a list of equipment or systems the responding contractor wishes to exclude from all or part of the service requirements listed in this RFP.

SECTION 4

PROPOSAL RESPONSE

Submitted by: _____
(Entity Type/State of Formation)

Address: _____

Date: _____, 2019

Phone number: _____ Fax number: _____

The undersigned, through the formal submittal of this proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to assist the County with **PARK FACILITY EQUIPMENT MAINTENANCE** as specified, in accordance with the proposal documents herein, for the price set forth in the Response submittal attached hereto, and forming a part of this Proposal.

The Contractor, by his signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of Clackamas County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer and each person signing on behalf of any proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer fully understands and submits its proposal with the specific knowledge that:

1. The selected proposal must be approved by the Board of Commissioners.
2. This offer to provide **District wide mechanical and HVAC services**, will remain in effect at the prices proposed for a period of not less than 120 calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
(e) Vendors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and the Proposal Response, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.

(g) That the proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation.

(i) That the proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(j) That the Proposer is legally qualified to contract with Clackamas County.

(k) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. Nor has proposer or will proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225

(l) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in his/her proposal.

(m) I, the undersigned agree to comply with the provisions of ORS 279.350 through ORS 279.375 or Davis Bacon Act (40 U.S.C. 276a) as applicable.

Resident Bidder, as defined in ORS 279A120

Non-Resident Proposer, Resident State _____

Oregon Business registry Number _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Name Title

Name Title

Name Title

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2019

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ___ day of _____, 2019

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____ Title: _____

Telephone number: _____

SECTION 5
EVALUATION PROCEDURE

SECTION 5 EVALUATION PROCEDURE

5.1 An evaluation committee will review all responses. Proposals may be subjected to a two-phase evaluation process. In Phase One, the proposals will be evaluated based on responses to the criteria stated in Section 4. Points will be awarded based upon the Proposal Response in the format listed below. The Contractor may be selected based upon the results of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring Proposers invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written responses will be used to evaluate the finalist during the oral evaluation. No additions, deletions or substitutions may be made to proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. The award will be given to the highest scoring proposal.

Final award will be made upon determination of the most advantageous proposal for The District.

Category	Points available	"Full Coverage" Scope A	"Preventative" Scope B
Pre-Bid conference and tour See section 4.2	Pass / Fail		
Project Understanding and Approach See section 4.3	0-25 pts		
Qualifications and Experience See section 4.4	0-25 pts		
References See section 4.5	0-10 pts		
Sample Plan & Safety Program See section 4.6	0-20 pts		
Rates See section 4.7	0-20 pts		
Available points	0- 100 pts		

5.2 Once a selection has been made, the County will enter into contract negotiations. During negotiation the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring proposer, discussions shall be terminated and negotiations will begin with the next highest scoring proposer. The County reserves the right to reject any and all proposals. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the proposal or proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose proposal shall be best for the public good.

SECTION 6

SAMPLE AGREEMENT FORM

SERVICES CONTRACT FOR **PARK FACILITY EQUIPMENT MAINTENANCE**

This contract ("Contract") for materials and services is entered into by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and XXXXXXXXXXXX., hereinafter called the CONTRACTOR to provide the services described in the Request for Proposal, and the Proposal Response, and the revised Proposal Response, which by this reference is hereby made part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This Contract covers the materials and services as described in Request for Proposals, the Proposal Response and Attachment "A." Work shall be performed in accordance with a schedule approved by the COUNTY. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through June 30, 2020. This Contract may be renewed for three (3) additional one (1) year terms upon the written approval of both parties.**

II. COMPENSATION

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$120,000.00.**

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
- 3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

- a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

2. If the 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 such claim becomes due, the proper officer representing the COUNTY may pay such 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.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

7. The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

9. In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

10. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

12. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

IV. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per

occurrence/\$_____ / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

- Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

- Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

- Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the COUNTY.

V. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

XXXXXXX
XXXXXXX
XXXXXXX

Clackamas County Board of
County Commissioners by:

Authorized Signature

Gary Barth, Director
Business and Community Services

Name / Title (Printed)

Date

Date

Telephone/Fax Number

APPROVED AS TO FROM

Oregon Business Registry #

Entity Type/State of Formation

County counsel

SECTION 7

INSURANCE CERTIFICATES

Equipment Schedule

Concord Building 3811 SE Concord Rd, Oak Grove, OR, 97267

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
Boiler System						
1	Boiler	Smith Cast Iron	28HE-9	28-HE-9-080420	67 Bir HP	Boiler Room
Air Handler(s)						
1	FC-001 1 - Supply Fan Motor	x	X	x	0.5 HP	
1	FC-002 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-003 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-004 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-005 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-006 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-007 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-008 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-009 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-010 1 - Supply Fan Motor	x	X		0.5 HP	
1	FC-011 1 - Supply Fan Motor	x	X		0.5 HP	
1	UV-001 1 - Supply Fan Motor	x	xx	xx	0.5 HP	
1	UV-002 1 - Supply Fan Motor	x	xx		0.5 HP	
1	UV-003 1 - Supply Fan Motor	x	xx		0.5 HP	

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	UV-004 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-005 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-006 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-007 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-008 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-009 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-010 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-011 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-012 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-013 1 - Supply Fan Motor	X	xx		0.5 HP	
1	UV-014 1 - Supply Fan Motor	X	xx		0.5 HP	
Package and Split Units						
1	Split-001 1 - Supply Fan Motor 1 - Heating Section *** Split System *** 1 - Compressor 1 - Condenser Fan Motor	AAON	CB-B-036-2-B-1	201007CDCC013	3 Tons 0.5 HP 3 Tons 0.33 HP	Roof
1	Split-002 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 - compressor 1- condenser fan motor	LG	LAU245HV	xx	1 Tons 0.25 HP 1 Tons 0.25 HP	Roof

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Split-003 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 compressor 1- condenser fan motor	LG	LAU245HV	xx	1 Tons 0.12 HP 1 Tons 0.25 HP	Roof I
1	Split-003 1 - Supply Fan Motor 1 - heating section ***Split System*** 1 compressor 1- condenser fan motor	Mitsubishi	MUY-GE15NA	1000317	1 Tons 0.25 HP 1 Tons 0.12 HP	Ground
Special Fans						
1	EF-001	Greenheck	G-133-B-X	13372976	0.5 HP	Roof
1	EF-002	Greenheck	G-133-B-X-QD	xx	0.5 HP	Roof
1	EF-003	Greenheck	G-133-B-X-QD	1334B457	0.5 HP	Roof
	EF-004	Greenheck	FGL-16X26-A-BS	6235557	0.5 HP	Roof
1	EF-005	Greenheck	FGL-16X26-A-BS	6235557	0.5 HP	Roof
1	EF-006	Greenheck	FGR-8X8-A-BS	6235557	0.5 HP	Roof
1	EF-007	Loren Cook	100W15DH	1735508586000	1 HP	Wall
1	EF-008	Loren Cook	100W15DH	xx	1 HP	Wall
	EF-009	Greenheck	CV-090-D-X	13855799	1 HP	Wall
5	Fan Coil Unit					
12	Converter Steam or Hot Water					

Air Filter Service

Concord Building 3811 SE Concord RD, Oak Grove, Or, 97267

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	CHANGES/YR.	SIZE	TYPE
Air Handler(s)				
FC-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-006	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-007	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-008	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-009	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-010	1	4	16 X 20 X 2	Extended Surfaced Pleated
FC-011	1	4	16 X 20 X 2	Extended Surfaced Pleated
Misc. Equipment				
FCU-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
FCU-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-001	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-002	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-003	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-004	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-005	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-006	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-007	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-008	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-009	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-010	1	4	16X20X2	Extended Surfaced Pleated
UV-011	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-012	1	4	16 X 20 X 2	Extended Surfaced Pleated
UV-014	1	4	16 X 20 X 2	Extended Surfaced Pleated

Wave Pool Mechanical Room			
Tag	Description	Type	QT
N/A	Quincy Air Compressor 5HP Motor	Air Comp	1
N/A	50HP 3PZ Induction Pump; Heated Windings	Pump	2
ASU-4	Air Supply Unit #4 - PACE	AHU	1
N/A	Wave Pool Air Cylinder & Valves	Valve	4

Basement Pump Room			
Tag	Description	Type	QT
N/A	Lap/Dive 7.5HP	Motor	2
N/A	Taco Lap/Dive Pump	Pump	2
N/A	Lap/Dive Filter Baskets	Filter	2
N/A	Wave Pool Filter Baskets	Filter	2
N/A	Wave Pool 25HP Pump	Motor	2
N/A	Taco Wave Pool Pump	Pump	2
N/A	Red Slide 5HP	Motor	1
N/A	Red Slide Taco Pump	Pump	1
N/A	Red Slide Filter Basket	Filter	1
N/A	Taco 20HP Large Slides	Motor	1
N/A	Interactive 10HP	Motor	1
N/A	Large slide Pump	Pump	1
N/A	Interactive Pump	Pump	1
N/A	Large Slide/Interactive Filter Basket	Filter	1
N/A	Pump Room Sump	Pump	3

Boiler Mechanical Room			
Tag	Description	Type	QT
N/A	10 gallon water heater - Boiler Mechanical Room	Water heat	1
HX-1/2a/2b	Wave/Lap/Dive Heat Exchangers	HX	3
N/A	Hot Water Circulation Pump 7.5HP	Pump	2
N/A	Expansion Tank	Tank	1
N/A	Hot Water Circulation Pump 1HP	Pump	2
N/A	Aerco Boilers	Boiler	2

2nd Floor Mechanical Space			
Tag	Description	Type	QT
N/A	Air Compressor	Air Compressor	2
N/A	Generator 460 Ford Natural Gas - Propane	Generator	1
ASU-5	Air Supply Unit 5HP Supply Fan	AHU	1
ASU-5	Air Exhaust unit 5 HP exhaust Fan	AHU	1
ASU-3	Air Supply Unit (6) 7.5HP / (1) 45HP Exhaust	AHU	1
N/A	Heat Wheel & Motor	Heat Wheel	1

Filter Room			
Tag	Description	Type	QT
N/A	Spa 7.5HP Pump	Pump	2
HX-3	Heat Exchanger	HX	1
N/A	UV Unit	UV	1
N/A	Auto Fill Lap/Dive/Spa	Valve	3
N/A	Carrier AC Unit	AC	1

Mechanical Space Above Office			
Tag	Description	Type	QT
N/A	Hot Water Circulation Pump 7.5HP	Pump	2
ASU-1	15HP Supply Fan	AHU	1
N/A	Carrier 30 ton air cooled unit with BACnet card	AC condenser	1
	30 ton DX evaporator coil		1
ASU-2	7.5 HP PACE	AHU	2
N/A	Small heat wheel and motor	Heat Wheel	1
N/A	Condenser Heat Exchanger	HX	1
N/A	Camus Boiler	Water heat	1
N/A	Hot Water Circulation Pump 1 HP for Camus Boiler	Pump	2

Sewage Pump Station			
Tag	Description	Type	QT
N/A	Marathon 10HP Pumps	Pump	2
N/A	1/2HP Sump	Pump	1

Kitchen Mechanical Space			
Tag	Description	Type	QT
N/A	Hood 3HP	Hood	1
N/A	Kitchen Hot Water Heater	WH	1
ASU-7	3HP Supply Fan	AHU	1
N/A	MAU Pizza Oven 1/2HP	AHU	1
N/A	Electric Heating Coil Units	Heat	7

Kiddie Mechanical Room			
Tag	Description	Type	QT
HX-4	Heat Exchanger	HX	1
N/A	Pentair 1.5 HP motor	Motor	1
N/A	Pentair 1.5HP Pump	Pump	1

Varied location			
Tag	Description	Type	QT
N/A	VAV or Terminal boxes	Heat	4
N/A	Re-heat coils	Heat	3
N/A	1/8 HP motor exhaust fan for the chemical room	AHU	1

Equipment Schedule

Clackamas Elementary, 15301 SE 92nd Ave, Clackamas. Or, 97015

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
	Boiler System					Boiler room
1	Boiler-001				51 Bir HP	
1	Boiler-002				51 Bir HP	
	Air Handler(s)					
1	UV-001 1 - Supply Fan Motor				0.25 HP	
1	UV-002 1 - Supply Fan Motor				0.25 HP	
1	UV-003 1 - Supply Fan Motor				0.25 HP	
	Package and Split Unit(s)					
1	RTU-001 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	Carrier	48HJE006---351--	2502G50312	5 Tons 0.5 HP 5 Tons 0.33 HP	Roof
	Refrigeration Unit(s)					
1	RF-001 1 - Compressor Evaporator Fan 2 - Condenser Fan Motors	Heatcraft	LCA690AA	D01L00071	2 Tons 2 Tons 0.5 HP 0.25 HP	Kitchen
1	RF-002 1 - Compressor 2 - Condenser Fan Motors	Heatcraft	LCA690AA		2 Tons 2 Tons 0.25 HP	Kitchen
	HV Units					
	HVU-001	Pace	A98		5 HP	
	HVU-002	Pace	A98	27384B	5 HP	
	Special Fan(s)					
1	EF-001	Pace	XX	XX	10 HP	
1	EF-002	Pace	XX		10 HP	
1	EF-003	Pace	XX		1 HP	
1	EF-004	Pace	XX		1 HP	
1	EF-005	Pace	XX		1 HP	
	Misc. Controls					
1	Damper Actuators					
1	Fan Coil Unit					
1	Unit Heater Electric Radiator VAV Box with ReHeat					

Air Filter Service

Clackamas Elementary, 15301 SE 92nd Ave, Clackamas. Or, 97015

CONTRACTOR WILL FURNISH AND INSTALL AJR FILTER MATERIAL(s) AS LISTED BELOW:				
UNIT	QTY	CHANGES YR.	SIZE.	TYPE
Misc. Equipment				
HVU-001	1	4	25 X 25 X 2	Extended Surfaced Pleated
HVU-001	2	4	20 X 25 X 2	Extended Surfaced Pleated
HVU-002	1	4	25 X 25 X 2	Extended Surfaced Pleated
HVU-002	1	4	25 X25 X2	Extended Surfaced Pleated
Package Unit(s)				
RTU-001	2	4	16X25X2	Extended Surfaced Pleated
Air Handler(s)				
UV-001	1	4	20 X 25 X 1	Extended Surfaced Pleated
UV-002	1	4	20 X 25 X 1	Extended Surfaced Pleated
UV-003	1	4	20 X 25 X 1	Extended Surfaced Pleated

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[Human Resources](#)

Building Systems Coordinator

Building Systems Coordinator

CLASSIFICATION NO. 480

Established: 11/00

CLACKAMAS COUNTY

Revised: 05/11

FLSA: Non-Exempt

EEO: 8

Class Characteristics

Under direction, to oversee building control networks and automated building control systems; to research design, procure, [install](#), and program computerized mechanical building systems, [security systems](#), fire/life/safety systems and access controls; to oversee indoor air quality standards compliance; to troubleshoot hardware and software programs; and to do other work as required.

Distinguishing Characteristics

The Facilities Management Division is responsible for the repair, remodeling, maintenance, landscaping and janitorial services for all County owned and leased facilities.

The Building Systems Coordinator oversees all mechanical and computerized systems related to HVAC and mechanical equipment, smoke detection, fire sprinklers, indoor air quality, building access control, employee panic [alarms](#), intrusion alarms, video surveillance, elevator safety and other similar systems. Incumbents work closely with Technology Services, Sheriff's security, professional consultants, specialized equipment vendors, and service contractors to establish County needs and standards, procure equipment and monitor systems.

The Building Systems Coordinator differs from the Building Maintenance Specialist, Senior, that performs skilled and semi-skilled building maintenance, repairs and remodeling work, and oversees the work of staff and contractors on assigned projects, but does not have broad program planning and administrative support duties. It also differs from the Building Maintenance Coordinator which performs general maintenance tasks and serves as a lead classification for maintenance personnel, but does not coordinate projects and oversee work related to computerized building maintenance control systems.

Typical Tasks

Duties may include but are not limited to the following:

1. Oversees, programs, and controls various building systems computer programs for set points, sequence of operation, control strategies, alarms and notifications and other operational controls; reviews and monitors

controls and mechanical systems to optimize comfort, maximize building systems equipment life, operation design, safety and security; provides utility monitoring, analysis, and recommendations to improve energy consumption.

2. Oversees and coordinates various preventive maintenance programs for facility security, surveillance and building access; records and tracks all preventative maintenance for all equipment; , provides labor and cost estimates; coordinates staff, equipment and materials; procures and oversees contractor services.
3. Performs skilled commercial HVAC and mechanical systems repairs, maintenance and improvement; installs and maintains equipment and systems; inspects equipment and performs repairs; applies for and obtains required permits.
4. Investigates indoor air quality (IAQ) complaints and issues; performs IAQ monitoring and system tests with specialized technical equipment or specialized contractors; oversees hazardous materials (HAZMAT) program, including Asbestos Containing Materials (ACM), lead, polychlorinated biphenyl (PCB), mildew and mold.
5. Coordinates programs and develops systems needs with various departments; meets and coordinates with other County departments, Technology Services, Sheriff's security, industry consultants, specialized equipment vendors, service contractors and various governmental agencies to evaluate needs and specify equipment.
6. Participates in budget preparations related to building systems by preparing cost estimates and recommendations; submits justifications for construction budget requests; monitors and controls expenditures for all operating and project costs; assists in the contracting request process including providing information on project scope of work, collection of bids, completion date requirements, staff report information and other required information for the contract.
7. Keeps management informed of latest available technologies for assigned systems; performs or assists with estimates of project costs; schedules projects and contractors; provides on-site systems installation oversight; ensures conformance with contract plans and specifications; monitors and controls contractors and approves contractor invoices; coordinates projects with affected County departments.
8. Leads, guides, and trains other facilities management personnel in building systems installations, repair, and maintenance.

Required Knowledge and Skills

Thorough Knowledge of: Principles and practices of building control network systems; HVAC and climate control equipment, program monitoring and systems; HAZMAT requirements and Indoor Air Quality standards, tracking and monitoring; building [security](#) and access system equipment; computer programs and monitoring; general government purchasing and contracting procedures.

Working Knowledge of: Mechanical, electrical, and structural schematics and blueprints interpretation; general methods, practices and techniques of HVAC systems maintenance; materials, tools and equipment commonly used in the construction, remodeling, renovation, and maintenance of commercial structures; basic math; record keeping techniques; computer use; basic supervisory techniques; public and customer service techniques; computer control maintenance and repair.

Skill to: Plan and prepare cost estimates; organize, coordinate and functionally supervise the installation, repair and maintenance of assigned equipment and systems; manage skilled contractors, professional consultants, County staff and material vendors; read, understand and interpret facility construction plans, specifications and other contract documents; lead, train, schedule, monitor, coordinate and evaluate the work performed by facilities personnel; communicate effectively, both orally and in writing; [complete](#) and maintain accurate records; multitask a variety of assignments by effectively prioritizing and scheduling equipment and systems work; monitor and advocate high ethical standards in the public purchasing; assist in the development of building systems budget by reviewing future possible repairs, replacements and related projects; establish and maintain effective working relationships with contractors, officials of government agencies, County employees, vendors, suppliers and the public.

Working Conditions

Duties require frequent walking, climbing, bending, kneeling and the ability to lift and carry objects. Incumbents are

exposed to wind, rain, snow, dust, fumes and other irritants.

Within Finance Department's Facilities Management Division, duties require squatting, kneeling, bending, twisting, balancing, climbing, fine motor control, and the ability to lift and carry up to 75 pounds, and push/pull 100 pounds. Duties involve frequent exposure to confined spaces, loud noises, slippery and/or uneven surfaces, working at heights, and adverse weather conditions.

Other Requirements

Incumbents may be required to provide after-hours emergency response on a call-out basis.

Must possess State of Oregon License as Limited Building Maintenance Electrician.

Must possess EPA-approved CFC Certification for Type I and Type II refrigerants.

Must possess State of Oregon DEQ/OSHA approved Class III Asbestos Containing Material (ACM) Worker course/training certificate.

Certification as an Asbestos Hazard Emergency Response Act (AHERA) Building Inspector for Asbestos is preferred.

Must successfully pass a criminal history check which may include national or state fingerprint records check.

Employment is contingent upon passing a post-offer physical assessment. Accommodation requests will be reviewed on an individual basis in compliance with State and Federal legislation.

Must pass a pre-employment drug test.

Driving is required for County business on a regular basis or to accomplish work. Incumbents must possess a valid driver's license, and possess and maintain an acceptable driving record throughout the course of employment.

Minimum Recruiting Standards

Any satisfactory combination of experience and training that demonstrates possession of the required knowledge and skills.

Edited: 07/16

[Public Service Building](#)

Phone:[503-655-8459](tel:503-655-8459)

Fax:503-742-5468

Email:jobs@clackamas.us

[2051 Kaen Road Oregon City, OR 97045](#)

Office Hours:

Monday to Thursday: 7 a.m. to 6 p.m.

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ELECTED OFFICIALS

[Chair Jim Bernard](#)

[Commissioner Paul Savas](#)

[Commissioner Martha Schrader](#)

[Commissioner Ken Humberston](#)

[Commissioner Sonya Fischer](#)

[Treasurer Brian Nava](#)

[District Attorney John Foote](#)

[Sheriff Craig Roberts](#)

[County Clerk Sherry Hall](#)

[County Assessor/Tax Collector Tami Little](#)

[Justice of the Peace Karen Brisbin](#)

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AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH ENVISE INC FOR NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT FACILITY'S EQUIPMENT MAINTENANCE RFP 2019-57
Contract #1861

This Amendment #1 is entered into between **Southland Industries** ("Contractor") and Clackamas County ("County") and shall become part of the contract documents entered into between County and Enviser, Inc on **October 17, 2019** ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

Effective January 1, 2022, Contractor formally reintegrated with Southland Industries. As a result, all rights, responsibilities, and contractual obligations of Enviser, Inc., transferred to Contractor. Contractor's notice of reintegration is attached as **Exhibit C**, and hereby incorporated by this reference herein. By execution of this Amendment #1, Contractor represents it has fully and unconditionally assumed all the obligations, liabilities, warranties, and responsibilities under the Contract. Contractor will honor and continue to perform under the Contract, as amended. By execution of this Amendment #1, County hereby consents to the assignment and assumption of the Contract to Contractor.

ORIGINAL CONTRACT	\$ 779,892.00
<u>AMENDMENT #1</u>	<u>Reintegration</u>
TOTAL AMENDED CONTRACT	\$ 779,892.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Southland Industries

Clackamas County

Digitally signed by Joe Baguio
 DN: C=US,
 o=Enviser, ou=Enviser, cn=Joe Baguio
 Date: 2022.03.30 09:37:02-07'00'

Authorized Signature: Joe Baguio

 Michael Bork, Director

 Printed Name

 Date



To Our Valued Customers,

Effective January 1, 2022, the Enviser Northwest Division will officially reintegrate with Southland Industries. As a wholly owned subsidiary of Southland Industries since its creation, you may have already noticed some changes as we move forward as one company. Upon completion of the reintegration, you will see Southland Industries on all communications, including email signatures, business cards, documents, invoices, and accounts.

This reintegration provides ample opportunities for our valued customers and our company as a whole. Although the Enviser name will be changing, you will still receive the same exceptional service, leadership, financial backing, and more.

Please note the following important changes:

- The Enviser Northwest Division will become Southland Industries on January 1, 2022.
- Once the reintegration is complete, the Enviser Northwest Division will operate under Southland's tax ID number. You will be provided with a Southland Industries W-9 form and further business classification forms, which will have everything you need to make all applicable changes in your accounting systems.
- Payment Information:
 - For check payments, please update our company name, effective January 1, 2022.
 - Credit card payments will be updated to a new system. You will receive further information regarding this change if it is applicable to you.
 - ACH payments are not changing now. You will receive more information at a later date.
 - ACH Remittance Email: NWServiceAR@southlandind.com
- Invoice/Billing Support Contact Information:
 - Email Address: NWServiceAR@southlandind.com
 - Phone Number: (503) 488-1780
 - Mailing and Physical Address: 4750 N. Channel Ave., Portland, OR 97217

****ALL PO Boxes have been Closed****

We look forward to continuing our partnership with you as Southland Industries. If you have any questions, please contact us at EnviserPNWMerge@southlandind.com and (503) 488-1780.

Thank you for your partnership.

A handwritten signature in black ink, appearing to read 'Dan Heichelbech'.

Dan Heichelbech
NW Division Leader



Purchase Order

#000000519

North Clackamas Parks District
 150 Beaver Creek Rd
 Oregon City OR 97045

Supplier: 0000050447
 ICON ENTERPRISES INC & ePOWEREDSCHOOL
 302 S 4TH ST #500
 MANHATTAN KS 66502

PO Reference: Reset - Exp 6/30/2023

CHANGE ORDER

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
NCPRD-0000000519	02/26/2018	2 - 02/01/2021	1
Payment Terms	Freight Terms	Ship Via	
Due Now	FOB Dest, Seller bears Frt	Best Way	
Buyer	Phone	Currency	
Jan O' Gara			

Ship To: 7511
 2051 Kaen Road
 Oregon City OR 97045

Attention: Not Specified

Bill To: 150 Beaver Creek Rd
 Oregon City OR 97045

Tax Exempt? N **Tax Exempt ID:**

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Year 1 Fees to include implementation, training and annual subscription fee.		30,000.00	EA	1.00	30,000.00	02/26/2018
	Schedule Total					<u>30,000.00</u>	
	Item Total					<u>30,000.00</u>	
2- 1	FY 20-21 - Year 3 Annual Transaction Fee		20,000.00	EA	1.00	20,000.00	07/01/2020
	Schedule Total					<u>20,000.00</u>	
	Item Total					<u>20,000.00</u>	
3- 1	FY 21-22 - Year 4 Annual Transaction Fee - \$20,000.00		1.00	EA	0.01	0.01	07/01/2020
	Schedule Total					<u>0.01</u>	
	Item Total					<u>0.01</u>	
4- 1	FY 22-23 - Year 5 Annual Transaction Fee - \$20,000.00		1.00	EA	0.01	0.01	07/01/2020
	Schedule Total					<u>0.01</u>	
	Item Total					<u>0.01</u>	

This purchase order is for encumbrance purposes only. This purchase is placed against the contract executed by the parties on February 22, 2018 and the terms and conditions apply to this purchase and supersede all conflicting terms and conditions, expressed or implied.

 TCV - \$110,000.00

 FY 20-21 - \$20,000.00
 FY 21-22 - \$20,000.00
 FY 22-23 - \$20,000.00

Total PO Amount 50,000.02

This order is subject to Clackamas County Purchase Order Standard Terms and Conditions, hereby incorporated by reference and found at: www.clackamas.us/finance/terms.html

Authorized Signature



Purchase Order

#000000519

North Clackamas Parks District
 150 Beaver Creek Rd
 Oregon City OR 97045
 United States

Supplier: 0000050447
 ICON ENTERPRISES, INC. AND ePOWEREDSCHOOL
 302 S 4TH STREET, SUITE 500
 MANHATTAN KS 66502

Dispatch via E-Mail

Purchase Order	Date	Revision	Page
NCPRD-0000000519	02/26/2018		1
Payment Terms	Freight Terms	Ship Via	
Due Now	FOB Dest, Seller bears Frt	Best Way	
Buyer	Phone	Currency	
Patricia Bride			

Ship To: 7511
 2051 Kaen Road
 Oregon City OR 97045
 United States

Attention: Not Specified

Bill To: 150 Beaver Creek Rd
 Oregon City OR 97045
 United States

Tax Exempt? N Tax Exempt ID:

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	Year 1 Fees to include implementation, training and annual subscription fee.		30,000.00	EA	1.00	30,000.00	02/26/2018
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Schedule Total 30,000.00

Item Total 30,000.00

This purchase order is for encumbrance purposes only. This purchase is placed against the contract executed by the parties on February 22, 2018 and the terms and conditions apply to this purchase and supersede all conflicting terms and conditions, expressed or implied.

Total PO Amount 30,000.00

This order is subject to Clackamas County Purchase Order Standard Terms and Conditions, hereby incorporated by reference and found at: <http://www.clackamas.us/bids>

Authorized Signature

Patricia Bride



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") and Clackamas County, a political subdivision of the State of Oregon ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in an Agreement with CivicPlus for such services and license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this Agreement shall be for a term of five (5) years effective upon signature of both parties. No later than sixty (60) calendar days prior to the expiration of the Agreement term, CivicPlus shall provide annual renewal rates. If accepted by the Client, up to three (3) annual renewals may be memorialized by the issuance of a purchase order generated by the Client finance system (each, a "Renewal Term").
2. This Agreement may be terminated for the following reasons: (A) This Agreement may be terminated at any time by mutual consent of the Parties, or by the Client for convenience upon thirty (30) days' written notice to CivicPlus; (B) Client may terminate this Agreement effective upon delivery of notice to CivicPlus or at such later date as may be established by the Client, if (i) federal or state laws, rules regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or the Client is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by CivicPlus to provide the services required by this Agreement if for any reason denied, revoked, or not renewed; (C) This Agreement may also be immediately terminated by the Client for default (including breach of Agreement), if (i) CivicPlus fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) CivicPlus fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of notice from the Client, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the Client (or from applicable federal, state, or other sources) to permit the Client in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Client may terminate this Agreement without further liability by giving CivicPlus not less than thirty (30) days' notice.
3. Notwithstanding Section 2 (A), (B), or (C) above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Compensation

4. The Client agrees to compensate CivicPlus on a fixed fee basis in accordance with the following fee schedule, invoiced first at signing and ever 12 months thereafter:

Year	Notes	Total
Year 1	Implementation, Training, Year 1 Annual Fee	\$30,000.00
Year 2	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 3	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 4	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 5	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Total cost for years 1-5		\$110,000.00



Master Services Agreement for Clackamas County, OR

- The Client agrees to compensate CivicPlus, in addition to Paragraph 4 above, for merchant fees in the amount of three percent (3%) plus (+) \$0.30 per transaction for the term of the Agreement, including any extension thereof.
- The Client agrees to compensate CivicPlus for annual renewals in accordance with the following fee schedule, with each fee being invoiced on the date of signature each year:

Year	Notes	Total
Year 6	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 7	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 8	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 9	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 10	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Total cost for years 6-10		\$125,000.00
Total Cost for years 1-10		\$235,000.00

Statements of Work

- CivicPlus agrees to perform services and produce deliverables in accordance with the Statement of Work in consideration of the fees described above.

Invoicing & Payment Terms

- Invoices submitted for payment in connection with this Agreement shall be properly documented and shall indicate pertinent Client contract and purchase order numbers. All payments made in connection to this Agreement will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the Client Representative at: 7300 SE Harmony Road, Milwaukie, Oregon, 97222 and kandih@clackamas.us.
- Travel expense reimbursement shall only be reimbursed at the rates in the Client Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the incurred expense.

Ownership & Content Responsibility

- Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Client content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
- Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client content.
- Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

Intellectual Property & Ownership

- Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
- Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

- Civic Plus shall defend, save, hold harmless, and indemnify the Client and its officers, elected officials, directors, employees, and agents from and against all third party claims, suites, actions, losses, damages, liabilities, statutory penalties, costs, and expenses of any nature whatsoever, including but not limited to personal injury, death, damage to real property and damages to tangible personal property resulting from, arising out of, or relating to the negligent acts or omissions of CivicPlus or its



Master Services Agreement for Clackamas County, OR

officers, employees, subcontractors, or agents under this Agreement. Without limiting the generality of the forgoing, CivicPlus shall have no obligation to indemnify Client from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Client and its officers, employees, or agents.

16. In addition to and without limiting the generality of Paragraph 15, CivicPlus expressly agrees to, indemnify, defend and hold harmless Client its officers, elected officials, directors, employees, and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to any claims that the deliverables or the services or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If CivicPlus believes at any time that the deliverables or the system infringe a third party's Intellectual Property Rights, CivicPlus may upon receipt of Client's prior written consent, which Client will not unreasonably withhold: (i) replace the infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Client the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the services continue to function in material conformance with the specifications set forth in this Agreement. The failure or inability of CivicPlus to accomplish any of the foregoing, within a reasonable period of time, will be deemed a material breach of this Agreement, and Client may pursue any rights and remedies available to it under this Agreement, including termination.

CivicPlus shall not be liable under this Section 16 for any claim for infringement based solely on: (i) Client's modification of the deliverables or the services other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing; or (ii) Use of the deliverables or the services in a manner other than as contemplated in this Agreement or a deliverable or the service specification; or as otherwise authorized by CivicPlus in writing; or (iii) Use of the deliverables or the services in combination, operation, or use of with other products other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing.

17. The obligation of CivicPlus to indemnify Client as set forth in Section's 15 and 16 is conditioned on Client providing to CivicPlus notification within thirty (30) days of any claims or potential claim of which Client becomes aware that may be the subject of those Sections. CivicPlus will have control of the defense and settlement of any claim that is subject to Section's 15 and 16; however, neither CivicPlus nor any attorney engaged by CivicPlus will defend the claim in the name of the Client, nor purport to act as legal representative of the Client without the approval of the Client. The Client may, at its election and expense, assume its own defense and settlement in the event that the Client determines that CivicPlus is prohibited from defending the Client, is not adequately defending the Client's interests, or that an important governmental principle is at issue and the Client desires to assume its own defense.

Liabilities

18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one user. Client will be responsible for the confidentiality and use of user's passwords and user names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus property and any loss or theft or unauthorized use of any user's password or name and/or user personal information.

Compliance with Applicable Law

19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus property.
20. CivicPlus shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. CivicPlus specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. CivicPlus shall also comply with the Americans with Disabilities Act of 1090 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of this Rehabilitation Act of 1973m ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. CivicPlus further agrees to make payments promptly when due, to all persons supplying to CivicPlus, labor or materials for the prosecution of the work provided in this Agreement; incurred in the performance of this Agreement; not permit any lien or claim to be filed or prosecuted against the Client on account of any labor or material furnished;

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

MSA Page 3 of 5



Master Services Agreement for Clackamas County, OR

pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If CivicPlus fails or refuses to make any such payments required herein, the appropriate Client official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve CivicPlus or the surety of CivicPlus from obligation with respect to unpaid claims. CivicPlus shall promptly pay any person or entity that furnishes medical care to CivicPlus's employees those sums which CivicPlus agreed to pay for such services and all money CivicPlus collected or deducted from employee's wages to provide such services.

Access to Records

21. CivicPlus shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. Client and their duly authorized representatives shall have access to the books, documents, papers, and records of CivicPlus which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by CivicPlus for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later.

Governing Law

22. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Client and CivicPlus that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Availability of Funds

23. Client certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within its current annual appropriation or expenditure limitation, June 1 through July 31, provided, however, that continuation of this Agreement, or any extension, after the end of the fiscal period sufficient in amount, in the exercise of the Client's reasonable administrative discretion, to continue to make payments under this contract.

Force Majeure

24. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Independent Contractor Status

25. The service(s) to be rendered under this Agreement are those of an independent contractor. Although the Client reserves the right to determine (and modify) the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Client cannot and will not control the means or manner of CivicPlus's performance. CivicPlus is to be responsible for determining the appropriate means and manner in performing the work. CivicPlus is not to be considered an agent or employee of Client for any purpose, including, but not limited to: (A) CivicPlus will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement; (B) This Agreement is not intended to entitle CivicPlus to any benefits generally granted to the Client employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Worker's Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if CivicPlus is presently a member of the Oregon Public Employees Retirement System); (C) If CivicPlus has the assistance of other persons in performance of this Agreement, and CivicPlus is subject employer, CivicPlus shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS Chapter 656.

At present, CivicPlus certifies that he or she, if an individual is not a program, Client, or Federal employee. CivicPlus, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

Insurance

26. CivicPlus agrees to furnish Client evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the Client, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any related to this Agreement. The general aggregate shall apply separately to this project/location. The Client, at its option, may require a



Master Services Agreement for Clackamas County, OR

complete copy of the above policy.

27. CivicPlus agrees to furnish to Client evidence of Technology Errors & Omissions insurance coverage including Professional Liability, Risk, Data Breach and Privacy/Cyber in the amount of \$2,000,000 in the aggregate. Client, at its option, may require a complete copy of the above policy.
28. CivicPlus shall provide Client a certificate of insurance naming Clackamas County and its officers, elected officials, agents, and employees as additional insured.

Taxes

29. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

30. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
31. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - b. This Master Services Agreement;
 - c. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Miscellaneous Provisions

32. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
33. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by an amendment executed by each of the Parties.
34. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
35. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of the intent of any provisions of this Agreement.



Master Services Agreement for Clackamas County, OR

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By:

[Handwritten signature of Jim Bernard]

By:

[Handwritten signature of Tim Grant]

Name: Jim Bernard

Name: Tim Grant

Title: Chair

Title: Director of Sales

Date:

2-22-18 IV-1.

Date: 2/12/2018

Recording Secretary

Approved as to Form

Date

[Handwritten signature] 13 Feb 2018

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County a political subdivision of the State of Oregon, ("County"), Icon Enterprises, Inc., d/b/a CivicPlus ("Contractor"). As used below, "Contract" or "Contract Documents" or similar term shall include this Addendum and the CivicPlus Master Services Agreement. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

- A.** All employers, including Contractor, which employ workers who work under this Contract in the State of Oregon shall comply with Oregon Revised Statutes ("ORS") Chapter 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 per disease for each employee, and \$500,000 minimum policy limit.
- B.** The Contract Documents are expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. The following terms and conditions are made a part of this Contract:
1. Contractor shall:
 - a) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract Documents.
 - b) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract Documents.
 - c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - d) Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 2. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract Documents as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract Documents.
 3. The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.
 4. Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
 5. Payment and late fees shall only be in accordance with ORS 293.462.
- C.** The insurance described in this section shall provide thirty (30) days written notice to the County in the event of a cancellation or material change. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
1. The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the Contract Documents. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
 2. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract Documents for a duration of thirty-six (36) months or the maximum time period

the Contractor's, whichever is greater, insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of the Contract Documents.

3. The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Addendum. The County, at its option, may require a complete copy of the above policy.
 4. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the County as an additional insured. Proof of insurance must include a copy of the endorsement showing the County as a scheduled insured. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice by the Contractor to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it,
 5. The Contractor will provide written notice to the County within thirty (30) days after any reduction in the general aggregate limit.
 6. Any obligation that County agree to a waiver of subrogation is hereby stricken.
- D. The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof.
- E. This Contract may be terminated by either party upon at least sixty (60) days written notice to the other.
- F. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
1. Termination of this Contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and
 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- G. The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:
1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

H. Indemnification

1. The Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.
2. Any obligation of the County to indemnify, hold harmless and defend the Contractor, its officers, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

I. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

J. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law (ORS 192.410-505).

K. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

Icon Enterprises, Inc. d/b/a CivicPlus

Tim Grant 2/12/2018
 Authorized Signature Date

Tim Grant, Director of Sales
 Name/Title (Printed)

Clackamas County

[Signature] 2-22-18
 Authorized Signature Date IV.1

Jim Bernard, Chair

Recording Secretary

Mary Baetzke 2-29-18
 Date

Approved As To Form:

[Signature] 13 Feb 2018
 Clackamas County Counsel Date



Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from October 5, 2017

Project Implementation and Deployment	
<ul style="list-style-type: none"> • Setup of CivicRec Recreation Management Software • Up to 12hours of Project management • Up to 12 hours of System integration/data migration • Merchant account set-up, if desired • 2 days web-based training for up to 6 Client staff members • First Year Annual Services 	\$30,000
Total First Year Fees	
\$30,000	
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)	
\$20,000	
<i>Billed 12 months from Agreement signing, 25% increase Year 6</i>	

Services Provided

Services provided by CivicPlus to the Client under this Agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicPlus throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Thereafter, Client will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Addendum 1 to Exhibit A.1

Estimated Timeline - Timeline herein is example only and not binding on either party

CLACKAMAS COUNTY, OR PROJECT TIMELINE AND ROLES AND RESPONSIBILITIES

CivicPlus CivicRec Software Implementation Project

PROJECT SCHEDULE: 12 WEEKS												
	1	2	3	4	5	6	7	8	9	10	11	12
Project Initiation; Kickoff												
Interface / Data Requirements Gathering												
Module Configuration / Basic Account Setup												
Integration Development												
End User Training												
System Testing / Issue Resolution												
Go Live												

Phase 0: Week 1-2

Deliverables due from CivicPlus:

Kickoff Call

Deliverables due from Clackamas County:

Kickoff Call

Turn in deliverables discussed in kickoff call. Possibilities include:

Payment gateway credentials

Imports

Phase 1: Week 3

Deliverables due from CivicPlus:

Configuration Training – 2 hours Webinar Training

Deliverables due from Clackamas County:

Configuration Training:

Please bring:

1. Copy of your General Liability Waiver
2. Copy of any form currently being used
3. Copy of any / all public policies (refund, cancellation, privacy, photo, etc.)
4. List of all known “prompt” questions – Questions you may ask at the point of registration or facility booking
5. List or Brochure with fees / charges (to set up add-ons and discounts)
6. List of General Ledger Accounting numbers – Descriptions / Titles of each (to set up financial settings)
7. Information on any Scholarship Programs
8. Brochure / Publications with all rentals and program information

Phase 2: Week 4

Deliverables due from CivicPlus:

CivicPlus will create the public page view to ensure it has the same look and feel of the current North Clackamas County Parks and Recreation District website.

Deliverables due from Clackamas County:

Facilities import template if desired

Activities import template if desired

Phase 3: Week 5-6

Deliverables due from CivicPlus:

CivicPlus will import additional imports if applicable.

Facilities Training – 2 hours Webinar Training

Activities Training – 2 hours Webinar Training

Finance / Reporting Training - 2 hours Webinar Training

Deliverables due from Clackamas County:

Facilities Module Training:

Please bring:

1. Brochure / Publications with all rental fees, facility descriptions, file with digital photos and any miscellaneous information
2. Idea of what questions you wish to ask when doing a reservation
3. What facilities, if any, will be available to a patron online and what will not

Activities Module Training:

Please bring:

1. Brochure / Publications with all rental fees, facility descriptions, file with digital photos and any miscellaneous information
2. Please assemble a list of all applicable Activity categories for your organization.
3. Upcoming Program Information (default registration opening dates, upcoming session dates, descriptions, etc.)
4. Idea of what questions you wish to ask when doing a registration
5. What programs / memberships will be available to a patron online and what will not

Phase 3: Week 7-10

Deliverables due from CivicPlus:

POS Training – 2 hours Webinar Training

Q&A / Refresher Training - 2 hours Webinar Training

Deliverables due from Clackamas County

Provide necessary hardware and make sure it is set up.

Continue to build out the catalog as necessary

Q&A / Refresher Please bring:

1. List of all POS locations (i.e. front desk pool, front desk office, etc.).
2. List of all POS items with fees and associated GL codes. Training – 2 hours Webinar Training

Phase 4: Week 11

Deliverables due from CivicPlus:

System Testing / Issue Resolution

Deliverables due from Clackamas County

The County will finalize marketing promotion for the new site and online registration.

Submit final imports such as:

Memberships import template

Users import template

Reservations import template

Phase 4: Week 12-13

Deliverables due from CivicPlus:

Import remaining templates provided

Clear transaction history

Pre Launch Check In Meeting

Deliverables due from Clackamas County:

Pre Launch Check In Meeting

Go over items that were imported, verify payment gateway and public page setup.

Beyond Week 13:

Deliverables due from CivicPlus:

Additional (4) hours of training to be used after Go Live at the discretion of Clackamas County.



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

MEMORANDUM

To: George Marlton, Procurement Director
From: Laura Zentner, BCS Deputy Director
Subject: RFP — Cloud-Based Recreation Software
Date: February 9, 2017
CC: Kandi Ho, *Aquatics & Recreation Manager*
Caroline Ramer, *Administrative Assistant*

Please proceed with publishing the attached Request for Proposal for **Cloud-based Recreation Software** for North Clackamas Parks & Recreation District.

NCPRD is seeking to contract with a cloud-based recreation software company for the purposes of program registration, facility reservation, membership sales, point of sale, league scheduling, private instruction registration, pass validation, and report printing.

The contract period is expected to commence once a software system is selected and will likely continue for a period of years.

The budget for this contract for FY 2016-17 is not to exceed **\$30,000**.

The account string for this contract will be: **481-5440-00-485320**.

Should you have any questions or require clarification, please feel free to contact me at x4351.

Sincerely,

A handwritten signature in black ink that reads "Laura Zentner".

Laura Zentner, Deputy Director
503.742.4351
lzentner@clackamas.us

2/13/17
Date

POTENTIAL BIDDERS LIST

Please notify and/or send RFP to the following vendors:

<u>Contact Name</u>	<u>Business Name</u>	<u>Email Address</u>
Joey Sanders	Gatemaster	jsanders@gatemaster.com
Steve Arsenault	Active Network	Steve.Arsenault@ACTIVEnetwork.com
Eric Ethier	Perfect Mind	eric.ethier@perfectmind.com
Mike Chapley	Max Solutions	mike.chapley@maxsolutions.com
Don Amick	Dash Platform	damick@dashplatform.com
Brian Stapleton	Rec1	bstapleton@cirilian.com
Paul Gines	Sportsman-Peak Software	pgines@peakinfo.com
Bruce Sheridan	Teamsideline	bruce@teamsideline.com

SOFTWARE REQUEST FOR PROPOSAL

Purpose of Request for Proposal

This RFP is designed to procure a cloud-based recreation software for the purposes of program registration, facility reservation, membership sales, point of sale, league scheduling, private instruction registration, pass validation, and report printing. The North Clackamas Parks and Recreation District is looking for a system that would meet their needs. Proposals should include specifics and costs related to training and implementation separately from the cost of the software.

Notice to Proposers

The North Clackamas Parks and Recreation District has the right to reconsider any proposal at any stage of the procurement process, and reserves the right to meet with selected proposers to gather additional information or request demonstrations from selected proposers at any point until the final contract signing. The North Clackamas Parks and Recreation District reserves the right to add or delete modules any time prior to the signing of a contract.

Any third party solutions proposed must be indicated, and must be seamlessly compatible with the main software component. All third party solutions are subject to the same guidelines as outlined in this RFP unless otherwise stated.

All firms submitting proposals based upon this RFP are encouraged to submit the most competitive proposal possible, as failure to do so may result in elimination early in the process.

This RFP, any amendments, and details outlined under *terms and conditions* will be incorporated into any contract, unless otherwise noted in the agreed upon contract.

Pricing should be submitted on an individual, "not to exceed" basis.

When responding to this RFP, please follow all instructions, as failure to do so, could result in early disqualification.

EVALUATION CRITERIA

The purpose of the evaluation criteria is to determine which software package best meets the needs of the North Clackamas Parks and Recreation District now, and in the future. All proposals will be evaluated upon the following criteria:

- 20% Technical Features/Compatibility
- 15% Overall System features
- 25% Cost
- 10% Public Sector Experience
- 10% References—including local references
- 10% Availability of support and training
- 10% Implementation Approach

PROPOSAL SUBMISSION

Proposals will be received **until Tuesday, March 7, 2017, at 10:00 AM** by mail or in person only.

All proposals submitted must be received by the above date and time at the specified location. Any proposals submitted after will not be considered.

The proposal(s) should include the final cost to the North Clackamas Parks and Recreation District.

SUBMITTAL REQUIREMENTS

Each proposer is required to submit five (5) paper copies of each proposal. Each section will be written toward a non-technical reader, and will contain material specifically outlined hereafter. The contents will be in the order listed below:

1. Title page and cover letter
2. Summary (include all contact information and website)
3. Company background
4. Scope of products/services to be provided
5. Proposed software
6. Proposed Implementation plan
7. Training, Maintenance and Support
8. Any exceptions to the RFP
9. Sample reports
10. Client References
11. Price proposal and basis

Summary

This section shall contain information pertaining to the software being proposed. It shall include a brief description that will include the name of the software, its platform, most recent update, and shall summarize the proposal.

It should also contain contact information such as proposer name, address, phone number, website address, email address, and date of proposal.

Company Background

This section shall contain a brief history of the proposer's company and any firm involved in the proposal. Responses shall include, but not be limited to:

- company name,
- name and title of contact person,
- location,
- corporate headquarters,
- local office,
- years in business,
- years of providing service/systems to public sector,
- number of public sector clients,
- number of local government clients,
- number of employees,
- total revenue
- ownership (i.e. publicly held, privately held).

Scope of Products/Services To Be Provided

This section should provide a discussion of the proposer's overall understanding of the project and scope of work, and should include, but not be limited to the following:

- List and describe all proposed software modules, including any third party solutions, the name, platform, and proposed version. Include a description of all interfaces necessary and whether they are provided. The North Clackamas Parks and Recreation District will assume all interfaces are provided, unless specifically stated.
- Describe, in detail, scope of conversion services provided.
- A complete description of annual maintenance, including cost and scope of services.
- Complete software requirements section

Proposed Software

Include a description of all modules including platform, proposed version, any third party solutions and interfaces to be included in this proposal. Include information on any additional modules offered with a brief description of their benefit. Specific modules requested are:

- Program Registration
- Facility Reservation
- Membership Sales
- Pass Validation
- Private Instruction/Training Sales & Accountability
- Point of Sale
- Reporting
- League Scheduling

Proposed Implementation Plan

Provide an overview of proposed implementation plan. Include a detailed plan for implementing the proposed system including a timeframe for phasing in implementation. Additionally, provide, separately, estimated training and cost for such. The North Clackamas Parks and Recreation District plans on implementing the new software in Spring/Summer 2017. Indicate whether on-site training is provided and, if so, how many hours of training (please list the cost on the price proposal section).

Training, Maintenance and Support

Provide specifications as to the nature of any post-implementation and on-going support provided by vendor (i.e. annual maintenance, software upgrades, etc.) Describe available technical support options, and typical response times. Provide availability for on-going training after implementation.

Sample Agreements/Reports

Proposers should include the following sample reports which apply to your software:

- Sample software licensing agreement
- Sample maintenance agreement
- Sample implementation services agreement
- Sample hosting agreement
- Sample implementation project plan
- Sample agreements from any third party vendors involved in RFP
- Sample documentation of PCI compliance
- Sample of failover cluster environment for data recovery
- Sample Membership Census Report
- Sample Rosters
- Sample Registration Receipts
- Sample Contact Lists
- Sample Facility Reservation Agreement
- Screenshots from each module of the software system

Client References

Provide a minimum of five (5) client references that most closely reflect similar projects to the North Clackamas Parks and Recreation Districts' scope of work within the past five (5) years. Include as many as possible from the North West Region. Reference sites should be fully implemented. Proposers must assume that all references will be contacted. The following information should be provided for each reference:

Name of City, County or Agency

Population
 Concurrent Users
 Contact Name and Title
 Telephone Number
 Email Address
 Modules
 Go Live Date
 Brief Project Summary

Price Proposals and Basis

Provide pricing for each module/interface proposed along with implementation and maintenance costs. Cost per module should be for “out-of-the-box.” Implementation and maintenance costs should be on a “not-to-exceed” basis. Proposals submitted should be based upon the most favorable terms available.

Implementation costs should include all costs for travel expenses expected to be incurred. The North Clackamas Parks and Recreation District will assume that all costs listed as implementation costs include such expenses, and expect to see no additional out-of-pocket expenses other than those specifically agreed upon.

Maintenance fees should be included for five years subsequent for budgeting purposes, and evaluation of costs associated with proposed software.

Equipment cost should be included on the Equipment Cost Worksheet

Software Functions

Program/Activity Registration		Yes	No	Comments
1.	Ability to assign unique program numbers to each program			
2.	Ability to categorize program by category such as sports, aquatics, youth, adult			
3.	Ability to create a season/session and group programs under that season/session			
4.	Ability to add an alert to the program for staff to reference in case of late update to program			
5.	Ability to email receipts and waivers to client after registration			
6.	Ability to re-print or re-email receipts and waivers to client after registration			
7.	Ability to have 2-3 tiered pricing for programs: Resident Rate (based on residency); Non-Resident Rate, Discounted			
8.	Ability to have the appropriate rate (listed above) automatically generated during program set-up that evaluates against residency status			
9.	Ability to create professional invoices for program balances due			
10.	Application allows capability to set priority registration dates for returning customers for each activity, allowing returning participants to register ahead of new participants. System will allow the specification of the dates and times for priority registration depending on			

	resident status, membership status and staff or public registration.			
11.	<p>Activity data fields must track ALL of the following elements:</p> <ul style="list-style-type: none"> • Activity Number, Activity Name • Season, Category, Instructor, Location • Staff Supervisor • Activity status (open, closed, tentative, on-hold, etc.) • Gender • Beginning date and Time • End Date and Time • Days of the week activity meets • Date that registrations will be first allowed • Minimum and maximum age • Minimum and maximum enrollment levels • Prerequisite activity • Instructor payment data • Text areas for Catalog, Receipt Notes, and internal Staff Notes • Calculation and storage of all session dates and times • Enrollment statistics 			
12.	Application to allow an unlimited number of activity fees to be assigned and entered for each activity. A separate revenue account to be able to be assigned to each fee.			
13.	Multiple instructors can be assigned to each activity			
14.	Individual instructor pay calculation methods can be entered for one or more instructors per activity. Payment methods can be a choice of % of revenue collected, a fixed contract fee, a variable fee such as a set amount of pay per student, hourly pay, or combinations of these			
15.	Text may be entered for activities, including a Catalog Description with text to appear in a Class Catalog or Activity Guide, "Notes" to appear on the customer's receipt, and "Notes" which are for internal staff use only.			
16.	Application will export Activity information to a data file for use with a desktop publishing program			
17.	Application allows entry of beginning date, beginning and ending time, and selection of which days of the week it will meet. Application will automatically calculate all session meeting dates, with a complete list of all dates, number of total session meetings, and total session hours.			
18.	Activities may be designated on an individual basis as to whether any special notes or information must be captured at the time of enrollment			
19.	Activities can be designated a "team sport," such as basketball. When identified as a team sport activity, the application will automatically track player and team names during the enrollment process; will automatically assign players to teams if desired by the staff, and will			

	produce activity rosters that are sorted in order by teams and players.			
20.	Activity Registration shares common data files for participants, names, address, and companies with other software modules			
21.	The Activity Registration functional area will automatically calculate all activity session meeting dates for the activity, and allow facilities to be scheduled and reserved at the same time that new activities are entered. Scheduling and reservations are to be performed without requiring duplicate data entry or requiring any switching between programs			
22.	Activities can be coded as either "Open" for activities which are in the current season, or "Closed," for activities which may only be offered in other seasons. Application will allow new enrollments into all "Open" activities, and not allow enrollment into "Closed" activities			
23.	The system must have a configurable activity number feature that validates and enforces proper activity number entry			
24.	The system allows activities to be copied from one season to another			
25.	The system allows for activities to be updated in bulk. It should include status, date and day shifting.			
26.	System allows New Enrollment, Refunds, Transfers, Deposits, Wait List entries, and Voids			
27.	A participant can be enrolled into multiple activities without having to re-select or re-input the participant name each time			
28.	Application allows entering a quantity during registration, such as enrolling (quantity) 5 people into an activity under a single enrollee name. Ideal for registering larger groups such as scouts or youth groups.			
29.	Participant data fields include all of the following: <ul style="list-style-type: none"> • First and Last Name, Street Address, City, State, and Zip Code • Home, work, emergency, and cell phone numbers • E-mail address, Birth date, Age, Sex • Resident or non-resident status • Participant ID number • Customer balance, Customer Type, Company • Notes field 			
30.	Multiple enrollment transaction types can be combined onto a single receipt, such as combining a new enrollment, a refund, and a transfer onto a single receipt.			
31.	Any type of non-enrollment transaction can be processed both before and after entering an enrollment without having to launch, switch, or minimize/maximize between different programs or screens. An example is to			

	sell a customer a membership and then enroll them into an activity all in one step, or enroll them first and then sell them a membership all in one step, etc.			
32.	Participants can be “transferred” from one activity to another using a “transfer” capability in the application and all in one step that does not require one step for deletion and a second step to re-enroll. A single consolidated receipt can be printed that includes all details of transactions.			
33.	Application automatically checks and notifies the operator if they attempt to enroll: <ul style="list-style-type: none"> • A participant into an activity if that participant is already enrolled. • A participant into an activity that is closed or full. • A participant into an activity if they are the wrong age or gender. • A participant into an activity before the authorized registration date. 			
34.	The enrollment process allows “keyword” selection of activities by activity name or activity number.			
35.	If an activity keyword is entered, (i.e. “Dance”), the system will find all activities that have the word Dance in the Activity Description, regardless of whether Dance is the first word in the description or is embedded in the Activity Description.			
36.	When there is an age restriction for an activity, the system automatically calculates the age of the enrollee as of the first session meeting date, and not as of the date of enrollment.			
37.	Application offers the ability to scan a membership card from the activity window to automatically bring up the customer’s record.			
38.	Application offers the ability to view a family’s entire registration, reservation, membership / pass and payment history.			
39.	Application sorts waitlisted enrollees by the date in which they register			
40.	Application allows waitlisted participant to register online when a spot opens up.			
41.	Application allows user to enter expenses and instructor payments against activities. These expenses can then be reported on via instructor payment due reports and net revenue reports.			
42.	Application allows collection of payment by cash, check, credit card, or also “from account” if the customer has a credit balance. Incomplete payments can be accepted, including “split” payments with part paid by check, part cash, and part from account, etc.			
43.	The system can accommodate multiple persons paying for a single enrollment transaction and on a single			

	receipt. For example, a divorced set of parents can each pay ½ of the total enrollment fee(s) for a child using two separate client accounts.			
44.	Application will permit refunds without withdrawing from an activity. For example, if one session of an activity is canceled, the enrollee may be given a pro-rated refund without having to withdraw them from the activity.			
45.	Application produces all of the following Activity reports: <ul style="list-style-type: none"> • Master report listing all activities, description, dates, times, etc. • Report listing all activities and all Text descriptions, notes, etc. • Under minimum enrollment report • Under maximum report • Full activity report • Activity totals and statistics 			
46.	Application produces reports, by Activity, for Net Revenue			
47.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
48.	Application has the ability to calculate and track customer balances and accept customer payments on account.			
49.	Application produces Refund report, showing all refunds for a specified date range.			
50.	Application has the ability to post adjustments to customers account balance.			
51.	Application will produce and print Wait List confirmations.			
52.	Application produces rosters, including all of the following options and data elements: <ul style="list-style-type: none"> • All rosters for a site, category, instructor, or supervisor • All rosters for activities starting within a specific date range • “Brief” or “Expanded” roster formats • mailing labels for participants on a roster • email export 			
53.	Application allows rosters to be sorted by: <ul style="list-style-type: none"> • Chronological entry order • Alphabetical • Team Name • Age 			
54.	Application allows for Emergency Phone contacts to be displayed on roster reports.			
55.	Application allows for “retiring” of enrollment data and rosters at the end of a season to allow for easy setup of the application to handle the upcoming season. Retired data is stored permanently in a historical file, and is accessible for marketing purposes.			

56.	Text to include on Receipts and confirmations is user definable.			
57.	Mailing labels can be produced for any rosters by activity, activity type (i.e. aquatics), season or by date.			
58.	Population data such as customer address, telephone number, etc. can be updated, changed, or deleted entirely from within the Registration application functional area.			
59.	Application will allow registration of participants into activities offered in multiple seasons at the same time, such as registration in both late Summer and early Fall programs.			
60.	Application offers security feature to grant/deny access to application functions for each user. Security to be down to the level of each individual menu choice.			
61.	Application allows staff to register participants through their workstations at the same time that an optional Internet registration capability allows customers to register themselves through the Internet.			
62.	Please answer (a) – (d): System provides the ability to (a) suspend customers (e.g. they are banned from using services, either temporarily or permanently) (b) specify a date range and reason for the suspension (c) specify whether the suspension includes the customer's family (d) Specify which functional areas/modules and sites that the suspension will include (staff and/or customer (public access) site.			
Public Access: Program/Activity Registration		Yes	No	Comments
63.	Application offers the ability to dynamically generate .html web pages and post activity data already entered into the registration management component of the system. No redundant data entry is required.			
64.	Ability for the public to view posted activities and register via the Internet.			
65.	System allows the public to view all information about an activity on one page, versus having to click on various icons and have pop-up windows be displayed with one piece of information on each pop-up window.			
66.	Application allows recreation staff to post activities on the Internet by simply clicking a selection box associated with any activity already entered into the registration management component of the system.			
67.	Application allows organization to accept payment online with a major credit card such as Visa, and/or MasterCard.			
68.	Application offers the ability for the public to view the number of available spots for online registration before going through the entire registration process.			
69.	Application allows recreation staff to set up customized			

	questions (i.e., What is your T-shirt size?, etc.) for customers to respond to during the Internet registration checkout process. The answers to these custom questions can then be viewed in a report.			
70.	Participants using the public Internet registration interface and recreation staff using their workstations, access a common database in real time.			
71.	Application allows the option to set up an Internet only discount to encourage customers to register via the Internet.			
72.	Application offers the ability to determine the residency status of online customers using address through a GIS system or similar. Ability to apply separate fees and set different online enrollment periods for resident vs. non-resident customers.			
73.	Ability to create iCalendar Export File allowing schedules to be imported to personal calendars such as Google and/or Outlook.			
74.	Application provides the ability to reprint receipts and print out tax receipts online.			
75.	Application offers the ability for the organization customer to "log off" when their session has ended to restrict access to their account information by subsequent users of the same computer.			
76.	Application allows online access of software to be viewable and usable through mobile devices, including smart phones and tablets.			
77.	Ability to show an image with each program visible online to the public.			
78.	Ability to generate a unique URL for each category of program online (i.e. Sports, Fitness or Aquatics) that will take you to that section of programs to register for online.			
Private Instruction/Personal Training		Yes	No	Comments
79.	System tracks all the following instructor information: Instructor Name, Phone number(s)			
80.	System tracks all the following instructor information: Indication of whether phone numbers can be released to students.			
81.	System tracks all the following instructor information: "Search" keywords for retrieval of instructors with similar skills.			
82.	System tracks all the following instructor information: Notes capability for instructor certifications, skills, etc.			
83.	Application allows for calendar view of schedule for all staff to be able to reference quickly.			
84.	Application allows user to automatically produce and print weekly instructor schedules. Personal information is hidden for public access.			

85.	System calculates Instructor payments by flat fee, \$ per hour, \$ per booking, \$ per participant or % of total fees.			
86.	System shows instructor schedule on calendar in daily, weekly or monthly calendars. Personal information is hidden for public access.			
87.	System allows pre-defined packages (4-pack of personal instruction) to be sold without first having a date to book in the system.			
88.	System allows instructor to attend students individually or by group over a specified date range to mark as scheduled, attended or no show.			
89.	System is capable of tracking when sessions are used for client history.			
90.	Ability for members to check in at the front desk for their private session			
91.	System can schedule sessions from paid or unpaid packages.			
92.	System produces a report that shows instructor total hours spent with clients (attended) over a specified date range sum totaled per day.			
93.	System reports total revenue generated by individual instructor or by a group of similar instructors over a specified date range.			
Facility Reservation		Yes	No	Comments
94.	Ability to create professional invoices for facility reservation balances due			
95.	Ability to request reservations online			
96.	Ability to show facility availability online			
97.	Ability to choose which facilities are bookable online and which facilities are booked in house with staff (view only to public).			
98.	Ability to email receipts, waivers and contracts			
99.	Application Facility Reservations Module is fully integrated and therefore, can share data with all other system components (e.g. Registration module, Membership module, etc.)			
100.	When operated along with Activity Registration, the system will automatically accept and process facility reservations at the time as new activities are entered, without requiring any duplicate or additional data entry.			
101.	Facility Reservations shares the same common household database as the other modules within the system.			
102.	Application offers the ability to add extra detail information to the facility and complex/center records such as floor plans, pictures and layouts.			
103.	Facility data fields are to include all of the following elements: <ul style="list-style-type: none"> • Facility Code/Id • Facility Name 			

	<ul style="list-style-type: none"> • Complex/center • Facility Type • Opening and closing times for each day of the week • Overlapping facilities • Text facility notes • Individual “skip dates” for the specified facility • Default permit disclaimer to use • Minimum reservation time, in minutes • Denotation of whether the facility is open 24 hours/day • Search keywords (such as a room with internet hookup) • Capacity • Set-up 			
104.	Application will allow entry and management of multiple Complex/Centers, Facility Types and Facilities. Application will also allow a user to search for facilities based on any one or any combination of these same parameters.			
105.	Application will produce a Facility Master Report, showing all facilities and related information.			
106.	Application allows for management of and produces reports relating to all “overlapping” facilities. If you have one large meeting space that breaks into multiple small spaces and a small space is reserved then the larger space would be unavailable.			
107.	Application allows default charges to be entered for facility types and customer types, and allows individual / unique charges down to the individual facility level.			
108.	Application allows access to individual facilities to be restricted by user.			
109.	Application allows new reservations to be entered, produces permit contracts receipts, and prevents double scheduling of facilities.			
110.	Application allows multiple facilities to be rented by a single customer in one step, without requiring multiple permits or duplicate data entry.			
111.	Provides a user configurable on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. Time increments in the Scheduling Calendar may be set as low as 5-minute increments up to 2-hour increments. The defaults which control the date, display time increment, and facility, can be controlled and set by the user.			
112.	Application allows search by Facility Name, Complex/Center Name, Facility Type and keyword searches.			
113.	Application automatically will search for multi-day or multi-facility reservations, such as for a customer who wants to reserve a meeting room from 1 to 3pm, from			

	June 1 st to July 30 th , only on Tuesdays and Thursdays, and only on the 1 st and 3 rd weeks of the month. After searching, Application will display a screen that shows number of dates requested, which facilities were searched, and which facilities were available for the requested dates.			
114.	After a reservation is processed for one facility, Application will allow the user to process reservations for a second (or more) facilities on the same permit.			
115.	Application will automatically detect if a facility is unavailable due to an overlap conflict, such as if the Soccer Field is being used, which would make the Ball Field unavailable for that same time.			
116.	Application will allow the “attachment” of one or more disclaimers along with each reservation that is processed. The Application will allow multiple disclaimers to be entered and stored, with the text in the disclaimers being user-definable. Disclaimer text will appear on Permit Contracts that are produced.			
117.	Application will allow reservations to be processed for individuals, companies, or both. If a company is used, Application will allow entry of the agent or contact person.			
118.	Application will track the Event name and number of persons attending for each reservation. After the reservation is completed, the Event Name is to be thereafter displayed in the Scheduling Calendar when viewed in the Daily/Weekly/Monthly/Annual format.			
119.	Application will allow entry and storage of “standard” setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, Application will allow attachment of standard setup instructions, and also allow entry of specialized or custom setup instructions.			
120.	Facility Rental Price List to allow for unique charges down to each individual facility, and allow for variable charges based on customer types such as resident, non-resident etc. Application shall allow entry of an unlimited number of customer types.			
121.	Application allows setup and automatic assessment of reservation fees based on Customer Type, Center, Site, Facility Type, Event Type, Location/Facility, Day of Week, and Time of Day.			
122.	Application will allow partial or no payment at the time of reservation, and collection of the remaining balance later.			
123.	Application allows collection of payment by cash, check, credit card, or also “from account” if the customer has a credit balance. Incomplete payments can be accepted, including “split” payments with part paid by check, part cash, and part from account, etc.			

124.	If an incomplete payment is received, Application can create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, quarterly, or monthly payments.			
125.	Application includes a customer Account Management and Accounts Receivable system to track customer balances and provide reports for all payments coming due.			
126.	Application will notify operator if they attempt to reserve: <ul style="list-style-type: none"> • For a facility that has already been scheduled for that date and time. • If the requested date and time conflicts with a “global” date restriction • For a facility that is unavailable due to use by an “overlapping” facility. • For a facility that has a conflicting “individual” date or time restriction. 			
127.	Application will produce reservation Permit Contracts and can print contracts in batches.			
128.	Application produces a Reservation Master Report, including all of the following options and data elements: <ul style="list-style-type: none"> • All reservations for a specific center • All reservations for a specific facility type, such as Meeting Room or Ball Field • All reservations for a specific date range • All reservations for a specific customer • Combinations of the above. 			
129.	Application allows the user to select specific criteria to show on a facility schedule report.			
130.	Text to include on Disclaimers, Permit Contracts, Vouchers, and Receipts is user definable.			
131.	Application will produce a Facility Event Setup report for the maintenance staff, which includes all reservations for a selected date range, and includes setup instructions.			
132.	System allows existing Reservations/Permit Contracts to be easily recalled for editing and changes without having to cancel the original reservation and begin again. This includes the ability to alter fees charged and payments made.			
133.	The system will display a list of all facilities, or allow limited searches for facilities.			
134.	If a user wishes to narrow the search and display of facilities, the system will permit the search to be narrowed by limiting the displayed facilities to a Center, Facility Type, Site, Area, or combinations of these.			
135.	Approval Stages: Application has a Reservation Request function that allows tentative reservation of entities that require approval by a supervisor(s).			
136.	System allows for reservations to be restricted by overall			

	capacity, event configuration capacity and event type restrictions.			
137.	All charges can be configured in units of measure of Each, Per Day, Per Hour, per half hour, per quarter hour, Per Week, or Per Month.			
138.	Application allows users to search for a block of open time between specified dates and times, rather than a specific date and time pattern. For example, if a user performs a normal search inquiry for facility types of "Picnic Area" for Aug. 1 st from 6pm to 10pm, the system will search for open time on Aug. 1 st from 6pm to 10pm. User can define Open Time Block length for search such as search all 60-minute time blocks for specified date. User then has the option to choose the open time block they wish to reserve.			
139.	System offers the ability to cancel reservations and permits. When the reservation is cancelled, the reservation is removed from the calendar. When canceling a permit, the facility is no longer booked. Refunding a permit alone does not assume cancellation.			
140.	Application allows deposits to be placed, including a partial payment at the time of reservation and collection of the remaining balance later.			
141.	Application allows the ability to reprint receipts and Permit Contracts.			
142.	System allows the setting of BOTH the minimum AND maximum number of days in advance customers can reserve a facility, such that when both values are set, customers can reserve an entity only within a specified period of time prior to the session date.			
143.	System allows the setting of BOTH the minimum AND maximum number of days in advance customers can request a facility, such that when both values are set, customers can request an entity only within a specified period of time prior to the session date.			
144.	Application allows entry of "global" skip days, such as Christmas day. Application will not allow reservations for sessions or events on dates designated as skip days			
145.	Application allows the ability to over-ride "global" skip days for specific events and reservations.			
Public Access: Online Facility Reservation		Yes	No	Comments
146.	Application offers the ability to dynamically generate and post .html web pages from facility data and availability already entered into the facility management component of the system. No redundant data entry is required.			
147.	System accesses the same database as recreation staff at their desks, in real time, ensuring single view of the organization at all times. No synchronization or lag time required.			
148.	Application offers the ability for organization customers			

	to search for available facilities online by “reservation type” (meeting, seminar, etc.), “facility type” (park shelter, classroom, etc.), “location”, “area”, “amenities”, “capacity”, “date”, and “time”.			
149.	Application allows organization customers to view facility detail information online listing the facility location, phone contact, supervisor, amenities, min/max capacity, facility overlap information, and hours of operation for each day of week.			
150.	Application allows organization staff to view Internet reservation requests and approve or deny the request prior to confirming and accepting payment.			
151.	System has built-in waiver functionality, such that customers have to click on “Accept” in order to continue with the reservation after reading the waiver – this is recorded as an electronic signature.			
152.	Application allows organization staff to generate a report showing all Internet facility reservations.			
153.	Ability to show images with each facility online, visible to the public			
	Membership	Yes	No	Comments
	Ability to create professional invoices for membership balances due			
155.	Ability to sell continuous monthly memberships			
156.	Ability to sell annual one-time memberships			
157.	Ability to sell punch passes at any quantity			
158.	Ability to sell a pass based on another pass status			
159.	Application offers the ability to determine the residency status of online and onsite customers using address through a GIS system or similar. Ability to apply separate fees and set different online enrollment periods for resident vs. non-resident customers.			
160.	Ability to automatically charge credit cards for memberships each month on a certain day without having to manually create a task for this			
161.	Ability to create NACHA file for EFT monthly membership payment in order to upload to bank for processing.			
162.	Ability to auto-generate email notification to members when credit card payments are declined			
163.	Ability for members to modify monthly payment information online			
164.	Ability to auto-generate email notification to members with expired credit card info			
165.	Ability to create membership cards for each type of membership or use one card for all memberships for that individual			
166.	Ability to auto-generate email list of expiring annual memberships to send renewal reminder notice			

167.	Application Membership Module is fully integrated and therefore, can share data with all other system components (e.g. Registration module, Facility Reservation module, etc.)			
168.	Membership Module shares the same client database as the other modules within the system.			
169.	Searching for a Customer: Application offers the ability to do “sounds like” searches on customers and companies. For instance, enter “Thompson” into the search field would return all customers named “Thompson” as well as all customers name “Tompson” and “Thomson”.			
170.	Searching for a Customer: Application provides the ability to use wildcard search characters (*,?, %) in all text fields on the Customer Search page.			
171.	Searching for a Customer: Application offers the ability to search for customers by customer ID and by telephone number.			
172.	System offers the ability to select which fields are required for account creation. Choices will allow for different requirements online opposed to over the counter.			
173.	System offers ability to have people attached to more than one household and/or company – specifically for divorced households and various groups.			
174.	System offers ability to split households in the event of divorce without the need to create new accounts and merge information.			
175.	System has automatic search for duplicate account functionality, whereby duplicate accounts can be quickly, easily and automatically merged without losing transactional information.			
176.	Ability to move/merge individuals from one account to another account			
177.	Ability to delete an individual and/or deactivate a client on an account			
178.	System provides capabilities to scan and upload documents (e.g. annual waivers, medical forms, proof of staff certifications, etc.) to an individual in the hosted database.			
179.	Application supports use of bar code scanning or mag stripe scanning.			
180.	Application supports manual keyboard member ID (including name, phone number, email etc) input in case of scanner failure.			
181.	When a membership card is scanned by the bar code reader or mag-stripe, Membership application automatically verifies the card to be valid, and updates the member’s attendance record at the same time.			

182.	Application produces audio warning if a Membership card is scanned that is invalid.			
183.	Hosted system allows members to have more than one membership card. Specific cards can be issued for different membership packages with customized pass layouts. In addition, a single card can be set up to host more than one membership package.			
184.	Application allows for multiple active memberships to display and will default to a specified membership over other memberships as defined by administrator.			
185.	If a member's card is scanned by the barcode reader or mag-stripe, and the member's account shows that one of their membership packages is about to expire in a user-definable number of days, the system displays a warning to the operator to allow them to notify the member.			
Online Access: Membership Payments and Renewals		Yes	No	Comments
	Application allows organization customers to search and view membership package information via the Internet.			
187.	Allow credit card renewals online: System allows memberships to be set up for automatic renewal via credit card online as well as provide a backup form of payment should the first one be declined.			
188.	Allow Payment Plan Auto renewal Online: System allows memberships to be set up for automatic renewal via payment plan online.			
189.	System allows memberships to be set up for automatic renewal.			
190.	System allows the option to turn off the ability for customers to add a family member or friend during the purchase of a membership on the customer (public access) site.			
Sports League Management Scheduling		Yes	No	Comments
	League management general functionality, creation, roster tied to participant master			
192.	Application allows roster creation by specific registration information (schools, age, grade)			
193.	Referee management and scheduling			
194.	Electronic signatures			
195.	League scheduling that could include double or triple headers in schedule			
196.	League scheduling that will account for coach's conflicts and the ability to enter conflicts.			
197.	Tournament scheduling with various/multiple bracket options.			
198.	Ability for online game score reporting			
199.	Email functionality for distribution of schedules and team rosters			
200.	Calendar functionality to allow users to export schedules into their personal calendars (ical/vcal).			
201.	Coach functions (information, training, requirements)			

202.	Application that allows for individual(individual payments) and team registration(one payment)			
203.	Uniform count/report that shows total uniform sizes specific to a program (YS, YM, YL, YXL, AS, AM, AL, etc.)			
204.	Coach photo ID linked to coach/user account			
	Point of Sale	Yes	No	Comments
	Ability to work with touch screen monitors that work with keyboard, mouse, swipes, receipt printer and cash drawer			
206.	Ability to have multiple stations for front desk			
207.	Ability to check in and out equipment (basketballs, volleyballs, equipment etc)			
208.	Ability to accept cash, check, VISA, and MasterCard			
209.	Point of Sale (POS) module provides full cash register/point of sale functionality (e.g. system can fully replace cash register).			
210.	POS and other modules have access to the same account balance. (e.g. Parent can put a \$200 credit on account and the student can use that credit through POS.)			
211.	POS is fully integrated with other system modules. (e.g. taking a payment for a program automatically opens the POS module and pulls the balance forward.)			
212.	Ability to record and track a variety of sales transactions including retail sales (e.g. swim suit, sports equipment, etc.), membership sales, rental charges, etc.			
213.	A pop-up prompt can be assigned to a POS individual item to ask a specific question and record the response.			
214.	Ability to supply customers with itemized receipts.			
215.	Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.			
216.	Ability to assign particular sales to preset keys.			
217.	Ability to display cash transactions including balance owing and change to be returned.			
218.	Cashiers have the ability to use different terminals in a given day and the transactions specific to a user are accumulated as one total for the day. Similarly, the number of users on a single register is not limited.			
219.	System accommodates reporting on a centralized basis (e.g. system-wide totals) as well as on a local basis (e.g. totals for a particular station only).			
220.	Ability to re-print a detailed transaction record (e.g. traditionally through a second tape).			
221.	Ability to track non-revenue admissions.			
222.	Prints customer itemized and numbered receipts.			
223.	Provides breakdown of method of payment used.			
224.	Ability to accept/process gift certificates, coupons, vouchers.			
225.	POS module accommodates multiple payment methods including cash, checks and credit cards.			

226.	System allows for locking cash drawers that automatically opening them when a particular transaction is completed.			
227.	Ability to register a drop-in attendance for a single day of an Activity through the POS.			
228.	Ability to lend equipment and charge for the equipment from within the POS interface.			
Public Access Online Management		Yes	No	Comments
	Please answer (a) – (f) When customer does not have an existing account, System offers the following online options:			
230.	option to only request an account online			
231.	a) option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions. If selected, online account requests are considered pending until they are approved by admin staff.			
232.	b) option to create an account and have it immediately available for use			
233.	c) Option to activate online user accounts only after email validation. If selected, an activation email will be sent to the customer’s email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.			
234.	d) Option for the system to auto-create a password for an account for online access. The Password will be included in the account creation confirmation sent automatically by email			
235.	e) Option to specify number of days until the auto-created password (in (e) above) for Online access expires.			
236.	f) System gives option to validate the customer’s street address when an account is requested from the customer (public access) site.			
237.	System allows customers to add all family members at the time of account creation and have them approved as a group instead going back in and having each family member approved individually.			
238.	System allows the customers to access their personal account information via the Internet with an assigned user name and password.			
239.	System provides the option to allow customers to change their account information and specify what information they can change by themselves.			
240.	System provides the option for organization to enforce customers change their system-generated initial password the first time they log in.			
241.	Please answer (a) – (e) System provides the option to enforce strong passwords, specifically:			

242.	Passwords must be a minimum of 8 characters in length			
243.	Passwords must contain at least 1 number and 1 letter			
244.	a) Password strength, at the option, can be increased by including both upper and lower case letters, numbers and symbols.			
245.	b) Customers will only be allowed “X” (where “X” is customized by the organization) consecutive unsuccessful login attempts before the user login and password are locked out.			
246.	c) Customers will be unable to log in for 1 minute with the same session after 5 failed attempts.			
247.	d) As the password is entered, the strength of the password is indicated by a typical ‘password strength indicator’ widget.			
248.	Please answer for (a) – (o) e) System allows organization to decide what they wish their customers to see and perform on the public access side, meaning customers should be able to do – at the option of the organization – all of the following but not limited to:			
249.	allow customers to view & print their family schedule			
250.	a) allow customers to view their account deposits b) allow customers to view their debit/credit transactions and account balance – both current and prior and print results for their record			
251.	c) allow customers to view their previous transactions (for example: Enrollments or Reservations) d)			
252.	allow customers to view transactions that require attention (for example: unsigned waivers or checklist items they must return prior to their reservation being approved).			
253.	e) allow customers to view their activity/program grades in their activity enrollments			
254.	f) allow customers to change their login name and password, as well as their secret question and answer			
255.	g) Allow or restrict customers to change their address and personal information			
256.	h) allow customers to change their answers to custom questions that were asked in their previous transactions (e.g. update their preference for Team Jersey number)			
257.	i) allow or restrict customers to change information about their family members or friends, as well as add a new family member or friend to their account			
258.	j) allow customers to view their account balance and make payments to their account			
259.	k) allow customers to view a list of their previous payments and receipt details			

260.	l) allow coaches/instructors to run the Roster report for activities that they are teaching. This function should only be available to those coaches/instructors who are authorized to perform online administration of their activities.			
261.	m) allow instructors to enter Pass/Fail marks of participants of activities that they are teaching			
262.	n) System provides ability for an email to be automatically generated and sent to specified staff to notify when customers change settings on their customer profile, select this option. The email should include: what details change, the date and time when the change occurred and which customer specifically made the change.			
263.	o) Online portal integrates with Google Analytics to provide insights into the web traffic and even track marketing effectiveness. With the integration it offers the ability to track virtually all engagement on the site from unique visits and page views, to how much time visitors are spending, which pages are most frequently visited and where the site traffic is coming from.			
Payment Collection, Financials and Fiscal Reporting		Yes	No	Comments
	Application includes a built in "export" capability to allow exportation of daily financial data to an external accounting system in a CSV format that batches cash, check, and credit card payments by workstation and as daily total.			
265.	System supports both modified accrual accounting methods of revenue recognition – system is configured accordingly during the initial implementation stages.			
266.	Supports deferred revenue accounts for revenues collected, but not recognized until future periods and provides a report that states the deferred amount and date for when it will be deferred to.			
267.	If an incomplete payment is received, Application will allow and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, quarterly, or monthly payments.			
268.	If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, on the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.			
269.	Application allows deposits to be placed, including a partial payment at the time of reservation and collection of the remaining balance later.			
270.	A customer Account Management and Accounts Receivable system is included to track customer balances and provide reports for all payments coming due.			
271.	Application produces Monthly and Yearly reports similar			

	to the Daily Close reports.			
272.	Daily, Monthly, and Yearly reports can be specified by date range, starting and ending receipt numbers			
273.	Application produces Net Revenue reports, including in a summary or detail format, and sorted by Facility, Center, or Revenue Account.			
274.	Application produces a Refund report, showing all refunds for a specified date range.			
275.	Application produces reports of all charges and payments coming due.			
276.	Application has the ability to calculate and track customer balances, and accept customer payments on account.			
277.	Application has the ability to post adjustments to the customer's account balance.			
278.	Application will produce customer invoices and/or statements.			
279.	Application will produce all of the following "Daily Close" reports: <ul style="list-style-type: none"> • Cash Receipt Report, listing all receipts processed payment type, and totals. • Cash Distribution summary, showing all payment distributions. Account transfer report, showing funds flow among revenue accounts.			
280.	Ability to track and audit cash summary over/shorts.			
281.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
282.	Application will produce Receipt Payment reports.			
283.	Application allows for re-printing of receipts.			
284.	Application produces customer Balance Due reports.			
285.	Application produces customer Balance Due reports and can be exported via email.			
286.	Application displays the user that voided a transaction on the voucher or receipt.			
287.	All "system" and "global" information such as G/L accounts, centers, seasons, etc. are managed and maintained within the same web-based application solution. For example all G/L accounts can be inputted and edited/maintained in just one area without requiring duplication.			
288.	Application allows the user to group G/L accounts by department and then generate reports to track G/L account information by department.			
289.	Application allows the user to define G/L accounts by site. Users can then choose to just view the G/L account information for their site when setting up activities and generating reports.			
290.	Ability for software fees to be charged on an annual basis,			

	not a transaction fee basis.			
291.	Application provides ability for Site-based revenue recognition, where a Site is the administrative controlling body that controls the financial information of that location.			
292.	System has the ability to manage payments returned for checks due to insufficient funds, accounts closed etc.			
293.	System has the ability to manage disputed credit card charges.			
294.	Credit card transactions will be automatically batched daily and deposited daily in a lump sum.			
295.	Automatic notification of any errors in the daily batch processing.			
296.	Credit card transactions will run through the software system to a third party hosted gateway that must be PCI compliant.			
297.	Ability to use client's chart of account numbers.			
Technical Requirements		Yes	No	Comments
	Application is a web-based solution hosted entirely by the Vendor and provides users and citizens accessibility by web browser.			
299.	List all browsers software is compatible with			
300.	The software system must be PCI Level 1 Compliant (provide documentation in sample reports)			
301.	All network communication is via SSL cryptographic protocol to ensure information is secured at the transport layer, end-to-end, using encryption keys.			
302.	Ability to have a customized web design to look similar to current website design			
303.	List which mobile platforms your system can be used on			
304.	Integration with Microsoft Office			
305.	Platform: MS Windows Server (secure environment)			
306.	User security: Security at the group, user, and field level.			
307.	Scanning and image storing capabilities			
308.	Real time mode and data access.			
309.	Must allow for a single user to be in multiple modules at the same time, without running multiple sessions.			
310.	Data should be, stored and replicated in several Tier IV grade facilities and design (as defined by the Uptime Institute LLC) located in the United States.			
311.	Data Center should have a secondary geographically dispersed center in the United States.			
312.	Data Centers should be SSAE 16 compliant.			
313.	Data Center should have full redundancy and load balancers.			
314.	Vendor should have a disaster recovery plan.			
315.	Backups should include all data of the environment that			

	are stored offsite and tested.			
316.	Data Centers should have physical security including surveillance, staffed access control, and cage space.			
317.	Application should be protected by a double layer of enterprise class firewalls.			
318.	Utilize frequent scans of the infrastructure to detect and notify of potential risks in the environment utilizing the National Vulnerability Database Common Vulnerability Scoring System.			
319.	The vendor maintains a network operation center with own staff for 7/24/365 monitoring the data center environment, availability, and performance.			
320.	Credit card charges are processed by a third party that must be PCI compliant			
321.	Ability to accept electronic checks			
322.	Application provides 56KB accessibility for citizens without broadband connectivity			
323.	All application capabilities, features, functions and credit card processing are fully integrated within a single web-enabled application			
324.	All modules share common data file components such as participants, names, addresses and companies.			
325.	Specifically, the system works such that when the Registration and Reservation modules are utilized, the hosted system automatically accepts and processed facility reservations at the time new activities are created, without requiring any duplicate or additional data entry.			
326.	Staff access all functional areas (Registration, Facilities, Membership, etc.) from a single "login" screen without having to launch and then minimize separate screens for different functional areas			
327.	System allows unlimited combinations of transactions from multiple functional areas on to a single receipt and without having to launch and minimize or close separate modules. An example would be to process multiple Activity Registrations, reserve a Facility and sell a membership all on a single receipt			
328.	Application allows staff to access the organization's data from anywhere at any time with just a browser, internet connection and user ID and password.			
329.	The proposed Application allows the System Administrator to create user "profiles" that allow and grant security rights to various functions of the system. Each user can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group.			
330.	Application offers capability to limit staff users access to			

	specific Sites (where a Site is defined as a cost center), versus global access to all modules for all Sites.			
331.	System has this site-based restriction capability extended to staff/user's ability in producing reports. E.g. Staff with multi-site permissions will be allowed access to site-related report criteria. Staff running reports without multi-site permissions will have system hide site-related report criteria and automatically filter reports based on the user's assigned site.			
332.	System allows logging of staff changes to all activity records, including activity dates, fees, and accounts.			
333.	Credit card processing machines must be PCI compliant and have EMV chip readability			
334.	System utilizes redundant web servers and database servers to ensure data integrity and automated site monitoring application			
335.	Application includes an ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, such as a Grand total of all enrollments, plus reservations, plus membership sales, etc.			
336.	System has the ability to allow employee to send forgotten password to employee's personal email.			
Reporting		Yes	No	Comments
	Ability to create customizable reports			
338.	Ability to generate a report of how many valid membership we have per month.			
339.	Ability to generate a report of how many memberships were sold in a month			
340.	Ability to generate a report of how many members used a specific facility in a month.			
341.	Ability to generate a report of how many members used a specific membership pass in a month.			
342.	Ability to generate a report of how many admissions were sold per month.			
343.	Integration with Microsoft Excel without additional formatting			
344.	Platform preferred: MS Windows Server			
345.	Security at the group, user, and field level.			
346.	Scanning and image storing capabilities			
347.	Real time mode and data access.			
348.	Must allow for a single user to be in multiple modules at the same time			
349.	Application provides the availability of customized reporting or the ability to download the database and utilize third-party (i.e. Excel) reporting tools.			
350.	Application provides the user with user-controlled "selection screens" prior to running each report. Selection screens allow the user to narrow the report			

	specification by choosing only relevant data, such as reporting just for a “range” of activity numbers, reporting for just a specified revenue account, a specified Staff Instructor, etc. Report selections of this type may be made either individually, or in combinations.			
351.	Application allows each user to identify “Favorites” or an equivalent. In this area, users can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the application, all Favorites are presented to the user.			
352.	Application produces all of the following Activity reports: <ul style="list-style-type: none"> • Master report listing all activities, description, dates, times, etc. • Report listing all activities and all Text descriptions, notes, etc. • Under minimum enrollment report • Under maximum report • Full activity report Activity totals and statistics			
353.	<ul style="list-style-type: none"> • Application produces Attendance Sheets, which include actual session meeting dates(s) 			
354.	Application produces reports, by Activity, for Net Revenue.			
355.	Application will produce all of the following “Daily Close” reports: <ul style="list-style-type: none"> • Cash Receipt Report, segregating all receipts processed payment type, and totals by workstations. • Cash Distribution summary, showing all payment distributions. Account transfer report, showing funds flow among revenue accounts			
356.	<ul style="list-style-type: none"> • Application produces Monthly and Yearly reports similar to the Daily Close reports. 			
357.	Daily, Monthly, and Yearly reports can be specified by date range, starting and ending permit numbers.			
358.	Application allows the ability to easily reprint receipts			
359.	Application produces Net Revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by Activity, Season, Category, or Revenue Account.			
360.	Application produces Refund report, showing all refunds for a specified date range.			
361.	Application has the ability calculate and track customer balances and accept customer payments on account.			
362.	Application has the ability to post adjustments to customers account balance.			
363.	Application will produce and print Wait List confirmations.			
364.	Application produces rosters, including all of the following options and data elements:			

	<ul style="list-style-type: none"> • All rosters for a site, category, instructor, or supervisor • All rosters for activities starting within a specific date range • "Brief" or "Expanded" roster formats Printed rosters, or mailing labels for participants on a roster			
365.	Application allows rosters to be sorted by: <ul style="list-style-type: none"> • Chronological entry order • Alphabetical • Team Name • Age 			
366.	<ul style="list-style-type: none"> • Application allows two Emergency Phone contacts to be displayed on roster reports. 			
367.	The hosted system allows any display page in the system to be printed by right clicking and selecting "print".			
368.	Application will produce Receipt Payment reports.			
369.	Application produces statements and statement reports.			
370.	Application produces customer Balance Due reports.			
371.	Application produces Net Revenue Reports by Package.			
372.	Application produces Daily Close, Monthly Close, and Yearly Close reports.			
373.	Application produces reports for membership rosters of various membership packages.			
374.	Application produces renewal and non-renewal reports.			
375.	Application produces membership usage reports.			
376.	Application produces daily activity report.			
377.	Ability to generate a report on how many visits a clients has per month			
378.	Ability to generate a membership pass scanned report in chronological order, or sorted by membership plan and/or type			
379.	Ability to customize daily admission reports by customer "type" (i.e. senior resident or youth non-resident)			
380.	Ability to customize monthly membership reports by customer type or membership plan (i.e. senior resident or youth non-resident)			
	Marketing	Yes	No	Comments
	One central database across all modules tracks customer information, with one view of customers across all sites in the organization(s).			
382.	Communication is built into the system and automatically included.			
383.	System provides integral Marketing Report capabilities, allow staff to print reports, labels and generate email lists based upon multiple selection scenarios, such as zip code, gender, area, and age range.			
384.	System provides capability to segment marketing			

	audiences.			
385.	System allows email to be sent directly from within the system to one or many individuals, accounts, companies, etc.			
386.	System allows email campaigns to be sent in text or HTML			
387.	Ability to personalize emails with individuals' names			
388.	Ability to save and reuse Email Marketing Campaigns			
389.	Ability to designate specific customers and companies as "non-mail customers" so customers will not receive unwanted communications			
390.	System's email communications must be automatically compliant with CAN-SPAM regulations, including opt-out option.			
391.	Broadcast email lists can be produced participants by all of the following: <ul style="list-style-type: none"> • Customer • Mailing List • Geographic Area • Activity Enrollment Status			
392.	<ul style="list-style-type: none"> • System provides for Notes/Alerts/etc. (title and type should be customizable) to be tagged to a customer account, such that upon next staff access of that account OR public website login, the Customized Alert is displayed. 			
393.	System allows creation of FUTURE alerts/notes/reminders that can be applied to (a) individual customer, or (b) batch of customers			
394.	System allows user to set valid start dates and valid expiration dates for notes/alerts/reminders, such that the system will automatically post and remove the note/alert upon reaching those dates.			
395.	System provides ability to create unlimited number of customized attributes/criteria termed Demographics; these attributes can be assigned to customers for reporting/analysis purposes.			
396.	System provides ability to create unlimited number of "Custom Questions" that can be asked either globally or during a transaction in order to gather additional demographic or program specific information.			
397.	System is able to report on any one or many Custom Questions and their associated answers			
398.	Mailing labels can be produced using any combination of filters. Including but not limited to population database, registration information, membership information, reservations, etc.			
399.	Brochure Download: Ability to export activity information including times, facilities, descriptions and pricing for use in brochure / catalog creation compatible with Adobe			

	InDesign.			
400.	Vendor provides – without additional charge – a Marketing Center, where 24/7 access to the tactics, tools and programs are available to help us successfully market the services. This service should be at no charge and should provide templates, design resources, and guides that will assist in increasing visibility of the new initiatives.			
401.	Ability to send SMS or TEXT messages to mobile devices through a designed group of recipients via the system.			
402.	Ability to create, modify, and reuse standard report templates.			
403.	Ability to create and save reports for continued use.			
404.	Ability to export to Microsoft Word, Excel with minimal effort or formatting			
405.	Ability to report on both fiscal year and calendar year basis.			
406.	Ability to report on any time frame and any part of the general ledger.			
407.	Report writer should be set up so an employee with no knowledge of report-writing programs can build reports.			
408.	All reports should have options of print to file, print to PDF, print to printer (both network & local) and print preview.			
409.				
410.				

COST PRICING WORKSHEET

Provide pricing for each item listed.

SOFTWARE MODULES	NOTES	TOTAL COST
Registration Software		
Facility Reservation Software		
Membership Sales/Pass Validation Software		
League Management and Scheduling Software		
Point of Sale Software		
Report Printing		
Public Access to Registration Software		
Public Access to Facility Reservation Software		

Public Access to Membership Sales Software		
Public Access to League Scheduling Software		
Additional Software Module:		
Additional Software Module:		
Additional Software Module:		
Sub-Total Software Licensing:		\$
IMPLEMENTATION	NOTES	TOTAL
Implementation		
Data Conversion		
On-Site Training (include travel)		
Integration		
Other		
Other		
Sub-Total Implementation:		\$

MAINTENANCE		NOTES	TOTAL
Maintenance Year 1 Costs			
Maintenance Year 2 Costs			
Maintenance Year 3 Costs			
Maintenance Year 4 Costs			
Maintenance Year 5 Costs			
Sub-Total Maintenance:			\$
EQUIPMENT	QUANTITY	ITEM COST	TOTAL
POS compatible touch screen (preferred widescreen and must also be able to work with keyboard and mouse) AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Cash Drawers AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Membership Card Reader AP Front Desk (1) MC Front Desk (1)	2 x		
Credit Card Reader AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Receipt Printer AP Front Desk (4) MC Front Desk (1) MC Recreation Office (1) HoodView Park (1)	7 x		
Membership Card Printer AP Front Desk (1)	1 x		
Camera Front Desk (1)	1 x		
Sub-Total Equipment:			
Grand Total:			



Contact Information

Organization	URL
North Clackamas Parks and Recreation District	ncprd.com

Street Address 150 Beaver Creek Rd

Address 2

City	State	Postal Code
Oregon City	Oregon	97045

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Kandi Ho (503) 789-9888

Emergency Contact & Mobile Phone Amanda Mendez (503) 310-2202

Emergency Contact & Mobile Phone Jason Kemmerich (503) 708-1012

Billing Contact Kandi Ho E-Mail kandih@ncprd.com

Phone 503 794-8001 Ext. Fax 503 794-8085

Billing Address 7300 SE Harmony Rd

Address 2

City	State	Postal Code
Milwaukie	Oregon	97222

Tax ID # 93-6002286 Sales Tax Exempt #

Billing Terms **Annual** Account Rep

Info Required on Invoice (PO or Job #)

Contract Contact Kandi Ho Email kandih@ncprd.com

Phone 503 794-8001 Ext. Fax 503 794-8085

Project Contact Kandi Ho Email kandih@ncprd.com

Phone 503 794-8001 Ext. Fax 503 794-8085



Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus (“CivicPlus”) and Clackamas County, a political subdivision of the State of Oregon (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in an Agreement with CivicPlus for such services and license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this Agreement shall be for a term of five (5) years effective upon signature of both parties. No later than sixty (60) calendar days prior to the expiration of the Agreement term, CivicPlus shall provide annual renewal rates. If accepted by the Client, up to three (3) annual renewals may be memorialized by the issuance of a purchase order generated by the Client finance system (each, a “Renewal Term”).
2. This Agreement may be terminated for the following reasons: (A) This Agreement may be terminated at any time by mutual consent of the Parties, or by the Client for convenience upon thirty (30) days’ written notice to CivicPlus; (B) Client may terminate this Agreement effective upon delivery of notice to CivicPlus or at such later date as may be established by the Client, if (i) federal or state laws, rules regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or the Client is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by CivicPlus to provide the services required by this Agreement if for any reason denied, revoked, or not renewed; (C) This Agreement may also be immediately terminated by the Client for default (including breach of Agreement), if (i) CivicPlus fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) CivicPlus fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of notice from the Client, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the Client (or from applicable federal, state, or other sources) to permit the Client in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, Client may terminate this Agreement without further liability by giving CivicPlus not less than thirty (30) days’ notice.
3. Notwithstanding Section 2 (A), (B), or (C) above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Compensation

4. The Client agrees to compensate CivicPlus on a fixed fee basis in accordance with the following fee schedule:

Year	Notes	Total
Year 1	Implementation, Training, Year 1 Annual Fee	\$30,000.00
Year 2	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 3	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 4	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Year 5	Annual transaction fee – 1% (based on revenue of \$2M/year)	\$20,000.00
Total cost for years 1-5		\$110,000.00



- 5. The Client agrees to compensate CivicPlus, in addition to Paragraph 4 above, for merchant fees in the amount of three percent (3%) plus (+) \$0.30 per transaction for the term of the Agreement, including any extension thereof.
- 6. The Client agrees to compensate CivicPlus for annual renewals in accordance with the following fee schedule:

Year	Notes	Total
Year 6	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 7	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 8	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 9	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Year 10	Annual transaction fee – 1.25% (based on revenue of \$2M/year)	\$25,000.00
Total cost for years 6-10		\$125,000.00
Total Cost for years 1-10		\$235,000.00

Statements of Work

- 7. CivicPlus agrees to perform services and produce deliverables in accordance with the Statement of Work in consideration of the fees described above.

Invoicing & Payment Terms

- 8. Invoices submitted for payment in connection with this Agreement shall be properly documented and shall indicate pertinent Client contract and purchase order numbers. All payments made in connection to this Agreement will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. Invoices shall be submitted to the Client Representative at: 7300 SE Harmony Road, Milwaukie, Oregon, 97222 and kandiho@clackamas.us.
- 9. Travel expense reimbursement shall only be reimbursed at the rates in the Client Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the incurred expense.

Ownership & Content Responsibility

- 10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Client content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
- 11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client content.
- 12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

Intellectual Property & Ownership

- 13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement (“CivicPlus Property”) will remain the property of CivicPlus.
- 14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

- 15. Civic Plus shall defend, save, hold harmless, and indemnify the Client and its officers, elected officials, directors, employees, and agents from and against all third party claims, suites, actions, losses, damages, liabilities, statutory penalties, costs, and expenses of any nature whatsoever, including but not limited to personal injury, death, damage to real property and damages



Master Services Agreement for **Clackamas County, OR**

to tangible personal property resulting from, arising out of, or relating to the negligent acts or omissions of CivicPlus or its officers, employees, subcontractors, or agents under this Agreement. Without limiting the generality of the forgoing, CivicPlus shall have no obligation to indemnify Client from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of Client and its officers, employees, or agents.

16. In addition to and without limiting the generality of Paragraph 15, CivicPlus expressly agrees to, indemnify, defend and hold harmless Client its officers, elected officials, directors, employees, and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to any claims that the deliverables or the services or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If CivicPlus believes at any time that the deliverables or the system infringe a third party's Intellectual Property Rights, CivicPlus may upon receipt of Client's prior written consent, which Client will not unreasonably withhold: (i) replace the infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Client the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the services continue to function in material conformance with the specifications set forth in this Agreement. The failure or inability of CivicPlus to accomplish any of the foregoing, within a reasonable period of time, will be deemed a material breach of this Agreement, and Client may pursue any rights and remedies available to it under this Agreement, including termination.

CivicPlus shall not be liable under this Section 16 for any claim for infringement based solely on: (i) Client's modification of the deliverables or the services other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing; or (ii) Use of the deliverables or the services in a manner other than as contemplated in this Agreement or a deliverable or the service specification; or as otherwise authorized by CivicPlus in writing; or (iii) Use of the deliverables or the services in combination, operation, or use of with other products other than as contemplated by this Agreement or a deliverable or service specification; or, as otherwise authorized by CivicPlus in writing.

17. The obligation of CivicPlus to indemnify Client as set forth in Section's 15 and 16 is conditioned on Client providing to CivicPlus notification within thirty (30) days of any claims or potential claim of which Client becomes aware that may be the subject of those Sections. CivicPlus will have control of the defense and settlement of any claim that is subject to Section's 15 and 16; however, neither CivicPlus nor any attorney engaged by CivicPlus will defend the claim in the name of the Client, nor purport to act as legal representative of the Client without the approval of the Client. The Client may, at its election and expense, assume its own defense and settlement in the event that the Client determines that CivicPlus is prohibited from defending the Client, is not adequately defending the Client's interests, or that an important governmental principle is at issue and the Client desires to assume its own defense.

Liabilities

18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one user. Client will be responsible for the confidentiality and use of user's passwords and user names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus property and any loss or theft or unauthorized use of any user's password or name and/or user personal information.

Compliance with Applicable Law

19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus property.
20. CivicPlus shall comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. CivicPlus specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. CivicPlus shall also comply with the Americans with Disabilities Act of 1090 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of this Rehabilitation Act of 1973m ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. CivicPlus further agrees to make payments promptly when due, to all persons supplying to CivicPlus, labor or materials for the prosecution of the work provided in this Agreement; incurred in the performance of this

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951



Master Services Agreement for **Clackamas County, OR**

Agreement; not permit any lien or claim to be filed or prosecuted against the Client on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If CivicPlus fails or refuses to make any such payments required herein, the appropriate Client official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve CivicPlus or the surety of CivicPlus from obligation with respect to unpaid claims. CivicPlus shall promptly pay any person or entity that furnishes medical care to CivicPlus's employees those sums which CivicPlus agreed to pay for such services and all money CivicPlus collected or deducted from employee's wages to provide such services.

Access to Records

21. CivicPlus shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. Client and their duly authorized representatives shall have access to the books, documents, papers, and records of CivicPlus which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by CivicPlus for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever is later.

Governing Law

22. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Client and CivicPlus that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Availability of Funds

23. Client certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within its current annual appropriation or expenditure limitation, June 1 through July 31, provided, however, that continuation of this Agreement, or any extension, after the end of the fiscal period sufficient in amount, in the exercise of the Client's reasonable administrative discretion, to continue to make payments under this contract.

Force Majeure

24. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Independent Contractor Status

25. The service(s) to be rendered under this Agreement are those of an independent contractor. Although the Client reserves the right to determine (and modify) the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Client cannot and will not control the means or manner of CivicPlus's performance. CivicPlus is to be responsible for determining the appropriate means and manner in performing the work. CivicPlus is not to be considered an agent or employee of Client for any purpose, including, but not limited to: (A) CivicPlus will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement; (B) This Agreement is not intended to entitle CivicPlus to any benefits generally granted to the Client employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Worker's Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if CivicPlus is presently a member of the Oregon Public Employees Retirement System); (C) If CivicPlus has the assistance of other persons in performance of this Agreement, and CivicPlus is subject employer, CivicPlus shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS Chapter 656.

At present, CivicPlus certifies that he or she, if an individual is not a program, Client, or Federal employee. CivicPlus, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

Insurance

26. CivicPlus agrees to furnish Client evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the Client, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any

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Master Services Agreement for **Clackamas County, OR**

related to this Agreement. The general aggregate shall apply separately to this project/location. The Client, at its option, may require a complete copy of the above policy.

27. CivicPlus agrees to furnish to Client evidence of Technology Errors & Omissions insurance coverage including Professional Liability, Risk, Data Breach and Privacy/Cyber in the amount of \$2,000,000 in the aggregate. Client, at its option, may require a complete copy of the above policy.
28. CivicPlus shall provide Client a certificate of insurance naming Clackamas County and its officers, elected officials, agents, and employees as additional insured. If CivicPlus

Taxes

29. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

30. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
31. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - b. This Master Services Agreement;
 - c. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Miscellaneous Provisions

32. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
33. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by an amendment executed by each of the Parties.
34. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
35. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of the intent of any provisions of this Agreement.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: Tim Grant

Name: Jim Bernard

Name: Tim Grant

Title: Chair

Title: Director of Sales

Date: _____

Date: 11/14/2017

Recording Secretary

Approved as to Form

Date

County Counsel

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A.1 - CivicRec Statement of Work

All Quotes are in US Dollars and Valid for 30 Days from October 5, 2017

Project Implementation and Deployment	
<ul style="list-style-type: none"> • Setup of CivicRec Recreation Management Software • Up to 12hours of Project management • Up to 12 hours of System integration/data migration • Merchant account set-up, if desired • 2 days web-based training for up to 6 Client staff members • First Year Annual Services 	\$30,000
Total First Year Fees	
\$30,000	
Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)	\$20,000
<i>Billed 12 months from SOW signing, 25% increase Year 6</i>	

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.
2. This SOW shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total First Year Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half of the Total First Year Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Renewal Term Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service.
5. At the onset of each Renewal Term, beginning with the fifth Renewal Term (after 60 months of service under this SOW), CivicPlus may increase the Annual Services Fee by 25% percent to a total of \$25,000.
6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).
 - i. Standard Merchant Processing Rates are as follows:
 - Processing Rate - 3% per "charge" transaction
 - Transaction Fee - \$.30 per transaction
 - ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.



iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.

iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: Tim Grant

Name: Jim Bernard

Name: Tim Grant

Title: Chair

Title: Director of Sales

Date: _____

Date: 11/14/2017

Recording Secretary

Approved as to Form

Date

County Counsel

Date

Addendum 1 to Exhibit A.2 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicPlus throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Thereafter, Client will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

RECORDING MEMO

	New Agreement/Contract
X	Amendment/Change/Extension
	Policy Reports
	Other

ORIGINATING COUNTY DEPARTMENT: Business & Community Services – North Clackamas Parks & Recreation District

PURCHASING FOR: N/A

OTHER PARTY TO CONTRACT/AGREEMENT: Metro

BOARD AGENDA DATE: 10/29/2020

AGENDA ITEM NUMBER: 11.2

PURPOSE: Approval of an Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District (NCPRD) and Metro for Mapping and Data Services

Please return to **BCS Admin - Attn: Liz Lawson Weber** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2020-0806

11/04/2020 9:38:16 AM

12



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

October 29, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District (NCPRD) and Metro for Mapping and Data Services

Purpose/Outcome	Provides NCPRD with continued on-call Geographic Information System (GIS) services through Metro’s Research Center to support project work.
Dollar Amount and Fiscal Impact	\$30,000
Funding Source	NCPRD General Fund, Planning Budget
Duration	Through June 30, 2024 (three years and eight months)
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provides support service for economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities 2. Promote a <i>Healthy and Active Lifestyle</i> by providing support services to developing and maintaining NCPRD’s parks and trails.
Counsel Review	<ol style="list-style-type: none"> 1. October 20, 2020 2. JM
Procurement Review	<ol style="list-style-type: none"> 1. <i>Was this item processed through procurement?</i> No 2. This is an IGA.
Contact Person	Kathryn Krygier, Planning and Development Manager 503-867-2820
Contract No.	N/A

BACKGROUND:

NCPRD entered into an IGA with Metro for on-call GIS services in October, 2017. These services provide NCPRD with custom mapping, data and analysis for special projects. The services include things such as providing the District maps for internal and public use, analysis of District boundaries and data management for annexations, new acquisitions and changes in District boundaries. The proposed amendment would allow these service to continue until June 30, 2024.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District (NCPRD) and Metro for mapping and data services and allow BCS Director or Deputy Director to sign on their behalf.

ATTACHMENTS:

1. Intergovernmental Agreement
2. Amendment to Intergovernmental Agreement

Respectfully Submitted,

Laura Zentner

Laura Zentner, Director
Business & Community Services

Amendment to Intergovernmental Agreement

Metro Contract No. 934898

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) is entered into on the last date of signature below (the “Effective Date”), by and between Metro, an Oregon municipal corporation (“Metro”), and the North Clackamas Parks and Recreation District, a county service district (“NCPRD”).

RECITALS

1. NCPRD and Metro are parties to an Intergovernmental Agreement effective 11/01/2017 for on-call professional consulting services through the Research Center (“Research Center NCPRD IGA”).
2. The Research Center NCPRD IGA establishes the responsibilities of the parties concerning Metro’s work performed for NCPRD.
3. The parties desire to amend the Research Center NCPRD IGA to extend the term and increase the funds for the extended term of the agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this Amendment, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- 1. Term.** The term is extended:

Following the expiration of the initial three-year term, this Agreement will continue through June 30, 2024 (“Extended Term”), unless earlier terminated as provided in this Agreement.

- 2. Funds.** In consideration for the services Metro completes and delivers under the Extended Term and identified in the Scope of Work in the Research Center NCPRD IGA, the District agrees to pay Metro a sum not to exceed a total of **THIRTY THOUSAND AND 00/100THS DOLLARS (\$30,000)**.

- 3. Miscellaneous.** This Amendment may be executed digitally and in counterparts, and delivery by facsimile or e-mail is sufficient to form a binding agreement. Except as modified herein, the Research Center NCPRD IGA remains unmodified and in full force and effect.

North Clackamas Parks and Recreation District

By: 

Printed Name: Sarah Eckman

Title: BCS Deputy Director

Date: 10/29/2020

Metro

By:  Jeff Frkonja (Oct 27, 2020 12:55 PDT)

Printed Name: Jeff Frkonja

Title: Research Center Director

Date: 10/27/20

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

THIS AGREEMENT is between Metro, an Oregon municipal corporation (Metro) and North Clackamas Parks and Recreation District, a county service district organized under ORS chapter 451 (District).

RECITALS

- A. By the authority granted in ORS 190.110, units of local government may enter into agreements with units of local government to perform any or all functions and activities that the parties to the agreement, its officers, or agents have authority to perform.
- B. District desires Metro, through the Research Center, to provide on-call professional consulting services to the District.
- C. Metro manages data, including but not limited to district boundaries, maps of District assets, land uses, trends, and capital projects that the District desires to promote informed decision making.

In consideration of the foregoing recitals and the mutual promises herein, the parties agree as follows:

TERMS OF AGREEMENT

1. Purpose

This Agreement is to establish the responsibilities of the parties concerning the Metro's work performed pursuant to the Scope of Work in Exhibit A.

2. Term

This Agreement is effective as of the date all required signatures are obtained (the Effective Date) and will automatically terminate three (3) years after the Effective Date, unless earlier terminated as provided for in this Agreement.

3. Metro Responsibilities

Metro agrees to:

- a. Furnish the necessary personnel, equipment, material and services and otherwise do all things necessary for or incidental to performing work set forth in the Scope of Work attached as Exhibit A and incorporated herein (the Work).
- b. Perform the Work as an independent contractor and be exclusively responsible for all costs and expenses related to Metro's employment of individuals performing the Work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

- c. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

4. District Responsibilities

District agrees to:

- a. In consideration for the services Metro completes and delivers under this Agreement and identified in the Scope of Work, pay Metro a sum not to exceed a total of **THIRTY THOUSAND AND NO/100THS DOLLARS (\$30,000.00)** for term of this Agreement. The price includes all fees, costs and expenses of whatever nature. Payment will be made as provided for by section 5 below. Work will be at an hourly rate and for costs as described in Exhibit B.
- b. Certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

5. Billing invoices and Payment for Services

- a. Metro billing invoices to District must include:
 - (i) Metro contract number;
 - (ii) Remittance address;
 - (iii) Invoice date;
 - (iv) Invoice number;
 - (v) Invoice amount;
 - (vi) Itemized statement/description of expenses and work performed on each task during the billing period; and
 - (vii) Total amount billed to date.
- b. Metro billing invoices must not be submitted more frequently than monthly. Metro's billing invoices must be sent electronically to kkrygier@ncprd.com with the Metro contract number referenced in the email subject line. Metro's billing invoices for goods and/or services through June 30 must be submitted to the District by July 15.
- c. District will issue payment within 30 days of approval of the completed work and deliverables identified as being Metro's responsibility in the Statement of Work.

6. Notices: Project Managers

All notices and other written communication between the parties under this Agreement must be given in writing to the address set forth below and is deemed received (a) upon personal service, (b) three (3) days after deposit in the United States Mail, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier service. The parties appoint the following representatives for receiving notice and as project managers for this Agreement.

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

Metro: Karen Scott Lowthian
Metro
600 N.E. Grand Avenue
Portland, Oregon 97232-2736
503-797-1725
Karen.Scott-Lowthian@oregonmetro.gov

District: Kathryn Krygier
Planning and Development Manager
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, Oregon 97045
503-742-4358
kkrygier@ncprd.com

The foregoing addresses may be changed by giving written notice. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended.

7. Termination

This Agreement may be terminated as follows:

- a. By mutual written consent of both parties.
- b. By District, in whole or in part, immediately upon written notice to Metro, or at such later date as may be established by District, under any of the following conditions:
 - i. If Metro fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Metro commits any other breach or default of any covenant, warranty, or obligation under this Agreement, or so fails to pursue the Work as to endanger performance of this Agreement in accordance with its terms. To be effective, District must give Metro written notice of District's intent to terminate. If Metro does not entirely cure such breach, default, or failure within thirty (30) days after receipt of District's notice, or such longer period of cure as District may specify in the notice, then District may terminate this Agreement at any time thereafter by giving a written notice of termination.
 - iii. If District fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - iv. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way to prohibit the work under this Agreement or prohibit Metro from paying for such work from the planned funding source.



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

- c. By Metro, in whole or in part, immediately upon written notice to District, or at such later date as may be established by Metro, if District commits any breach or default of any covenant or obligation under this Agreement.

Any termination of this Agreement will not prejudice any rights or obligations accrued to the parties prior to termination. No consequential or punitive damages are permitted. Metro's sole remedy is a claim for the sum designated for the work performed.

8. Insurance

Metro and District are self-insured for general liability insurance and workers' compensation insurance coverage. Each party is responsible for the wages and benefits of its respective employees performing services under this Agreement.

9. Indemnification

- a. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, District shall indemnify, defend, and hold harmless Metro, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of District, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.
- b. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Metro shall indemnify, defend, and hold harmless District, its officers, employees, and agents, including assigned personnel, from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Metro, its agents or assigned personnel acting within the scope of employment or pursuant to the terms of this Agreement.

10. Maintenance and Access

The parties shall maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. The parties shall maintain books, documents, and other records related to the subject Agreement. The parties shall retain and keep accessible all such records for a period of six years from the date of final completion of this Agreement. Each party shall make records available to the other party and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

11. Ownership of Work Product

All work products relating to this Agreement shall allow District unrestricted access to use data and information provided by Metro. Notwithstanding, to the extent either party uses any of its own property created or developed, whether arising from copyright, patent, trademark, trade

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

secret or other similar right, in the performance of this Agreement, such property shall remain the property of the party.

12. Confidentiality

Each party agrees that it will make all reasonable efforts to maintain the confidentiality of any Confidential Information received from the other party. Each party agrees that it will use any such Confidential Information only in performing its duties under this Agreement. "Confidential Information" means information marked or designated in writing by either party as "confidential" prior to its initial disclosure to the other party. Confidential Information if given orally must be reduced to writing within 30 days. The parties agree that nothing herein shall be construed to limit the applicability of Oregon Public Records Law.

13. Assignment

Neither party shall subcontract, assign, or transfer any of the Work scheduled under this Agreement without the prior written consent of the other party.

14. Survival

All obligations relating to indemnification, default or defect in performance, limitation of liability, publicity, proprietary rights, and obligations to make payments that become due under this Agreement prior to termination (except that payments for services not performed by the date of termination will be prorated) survive termination or expiration of this Agreement and, to the extent applicable, remain binding and in full force and effect.

15. Governing Law

This Agreement is governed by Oregon law without giving effect to the conflict of law provisions thereof. Any litigation between the parties that arises out of or relates to the Agreement must occur in Clackamas County Circuit Court. Claims must be brought in the Circuit Court's small claims division if within jurisdictional claim allowances.

16. Miscellaneous

Time is of the essence under this Agreement. Nothing in this Agreement provides any benefit or right to third persons. This Agreement is binding on each party, its successors, assigns, and legal representatives. This Agreement and attached exhibit(s) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The terms of this Agreement cannot be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written amendment signed by both parties. Any waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement does not constitute a waiver by that party of that provision or of any other provision. If any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law the



METRO

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(503) 797-1700

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

validity of the remaining Agreement terms are not affected and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the offending term or provision.

The parties hereto have executed this Agreement as of the Effective Date.

Metro

North Clackamas Parks and Recreation District

By: Jeff Frkdnja
Jeff Frkdnja

By: Laura Zentner
Laura Zentner

Title: Research Center Director

Title: Interim Business & Community Services Director

Date: 11/17/17

Date: 10/23/17

Approved as to Form:

Approved as to Form:

By: _____

By: [Signature]



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

INTERGOVERNMENTAL AGREEMENT

Metro Contract No. 934898

Exhibit A Scope of Work

This Scope of Work describes District-funded Metro tasks.

The District executed this IGA to engage Metro for on call services for custom mapping, data, and analysis for special projects. Projects include but are not limited to:

- District Maps for internal and public use.
- Analysis of District boundaries.
- Maps of District assets and responsibilities such as park amenities, property ownership, and property management, and other property data.
- Data management including annexations, new acquisitions, changes in District boundaries.
- Data and maps for projects such as District Master Plan, SDC Methodology Update and Capital Improvement Plan.

It is anticipated deliverables will be electronic and printed.

Services under the Agreement are on an “on-call” or “as-needed basis.”

No work may be performed by Metro until a written task scope of work is developed and agreed to by the parties, in writing, for a specific project.

Each task’s scope of work must minimally include: a detailed description of services or products to be provided and a timeline for the task and a maximum fee for completion of the task.



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Metro Contract No. 934898

Exhibit B Rates

Personnel Charges: Metro's incurred personnel costs for performing work requested by North Clackamas Parks and Recreation District and as described in Exhibit A will be paid by North Clackamas Parks and Recreation District. These actual personnel costs include salary, employee benefits, and Metro overhead. The hourly personnel rate to be charged ranges from \$75.00 per hour for an Assistant GIS Specialist to \$150.00 per hour for a GIS Manager. These rates will vary based upon the classification of employee(s) Metro assigns to fill a request and also can change as annual staff cost of living and merit increases occur.

Map Printing Costs: Metro's standard map printing costs for maps up to 34" X 44" range from \$5.00 to \$50.00 and may change if printing supply costs increase. Costs for printing oversize maps (larger than 34" X 44") are determined on an individual basis

Other Costs: Standard shipping and mailing charges may apply for items shipped through USPS or other mail services.

RECORDING MEMO

<input checked="" type="checkbox"/>	New Agreement/Contract
<input type="checkbox"/>	Amendment/Change/Extension
<input type="checkbox"/>	Policy Reports
<input type="checkbox"/>	Other

**ORIGINATING COUNTY
DEPARTMENT:**

North Clackamas Parks and Recreation District

PURCHASING FOR:

N/A

**OTHER PARTY TO
CONTRACT/AGREEMENT:**

Clackamas County Broadband Exchange (CBX)

BOARD AGENDA DATE:

7/11/2019

AGENDA ITEM NUMBER:

V.3

PURPOSE:

Approval of a Service Level Agreement with Clackamas
Broadband Exchange for the Lease of Dark Fiber Connection

Please return to **NCPRD Admin - Attn: Caroline Patton** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2019-1031

07/23/2019 10:36:49 AM

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas Parks and Recreation District

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to North Clackamas Parks and Recreation District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; and test and certify appropriate Fiber performance at each Customer location. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR

EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if either party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either Party is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- c. In the event Customer terminates this Agreement based upon County's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Scott Archer
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
info@ncprd.com

with a copy to

Kevin Cayson
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
KevinC@ncprd.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): 

Name: Sonya Fischer

Title: Chair

Date: 7-11-19 G.I

Customer

North Clackamas Parks and Recreation District
(Customer Name)

By (signature): 

Name (print): Laura Zentner

Title: Business & Community Services Director

Date: 7/11/19

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97015	Clackamas DSB 150 Beaver Creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver Creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver Creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, OR 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, OR 97015	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

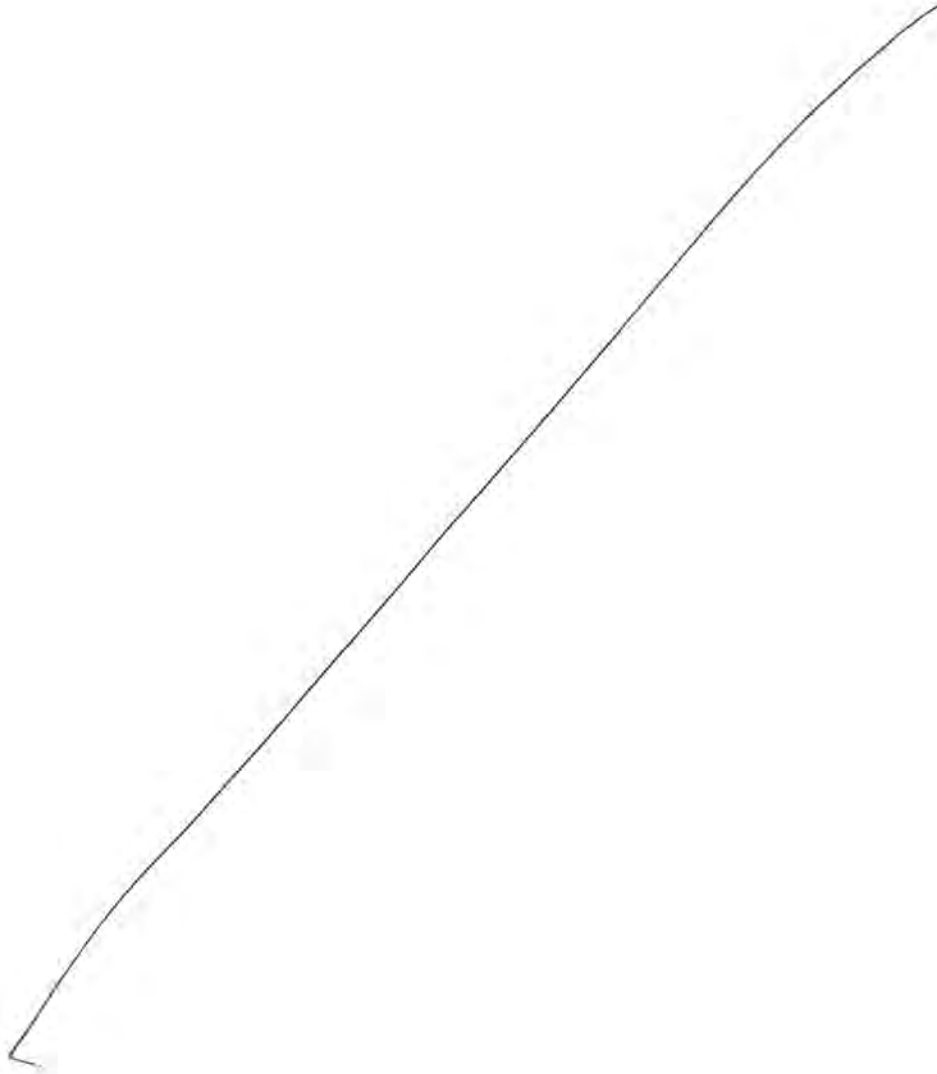
4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.



APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.

RECORDING MEMO

X	New Agreement/Contract
	Amendment/Change/Extension
	Policy Reports
	Other

ORIGINATING COUNTY DEPARTMENT: Business & Community Services – North Clackamas Parks & Recreation District

PURCHASING FOR: N/A

OTHER PARTY TO CONTRACT/AGREEMENT: Water Environment Services

BOARD AGENDA DATE: 10/29/2020

AGENDA ITEM NUMBER: 11.1

PURPOSE: Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Water environment Services (WES)

Please return to **BCS Admin - Attn: Liz Lawson Weber** after recording.

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2020-1033

12/07/2020 10:58:04 AM



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**
Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

October 29th, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between
North Clackamas Parks and Recreation District (NCPRD) and Clackamas Water
Environment Services (WES)**

Purpose/Outcome	Approval of an Intergovernmental Agreement Between North Clackamas Parks and Recreation District and Water Environment Services.
Dollar Amount and Fiscal Impact	NCPRD will receive funds, approximately \$90,000 annually, for an amount not to exceed \$450,000 over five years.
Funding Source	WES surface water fees paid by property owners in WES' service area.
Duration	The Agreement ends June 30, 2025, with an option to extend one additional 5-year term.
Previous Board Action/Review	Board approved a previous IGA on 8/6/2013, Board Agenda Item 7/18/2013-IX.2.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This grant funding will help protect our natural resources by reducing negative water quality impacts to our watershed. 2. This grant will further support good governance by leveraging state funds and local partnerships with the cost savings being transparent in the budget.
Counsel Review	County Counsel Review Date: October 8, 2020. Counsel Initials: JDM
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a IGA
Contact Person	Scott Archer, NCPRD Director, 503-742-4421 Tonia Williamson, Trails and Natural Areas, 503-742-4357
Contract No.	NA

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), manages natural areas with a focus on both access for our residents and protection and enhancement of habitat for wildlife. WES and NCPRD formed an agreement in 2013 to establish a cooperative working relationship for the purpose of undertaking public projects

aimed at improving water quality, enhancing natural resources areas, and providing public access for passive recreation and environmental education activities.

In the 2013 Agreement, WES and NCPRD partnered to manage natural areas and team on projects of mutual benefit and interest that fit the missions of both departments. Since the 2013 Agreement was implemented, WES and NCPRD's needs have evolved and changes to the 2013 Agreement are proposed to further our partnership for maximum efficiencies and benefits. WES and NCPRD desire to terminate the 2013 Agreement and enter into this new Agreement to ensure that past and future investments in these public assets will be protected.

WES owns and manages several natural areas, as well as a few passive recreational facilities such as trails. However, WES does not have field staff to take on this maintenance. NCPRD manages a Natural Resources Program and employs Natural Area staff, knowledgeable and skilled to provide stewardship of natural areas for fish and wildlife habitat, recreation, as well as water quality benefits.

NCPRD and WES have maintained a positive, cooperative partnership. Managing natural areas together in accordance with our shared values will ensure consistent treatment and maximum effectiveness of NCPRD resources within natural areas.

The specific WES sites that will be managed by NCPRD staff and the budget that NCPRD will be provided to manage the sites would be detailed within the annual work plan that is established between WES and NCPRD.

RECOMMENDATION:

Staff recommends the Board, acting as the governing body of North Clackamas Parks and Recreation District, approve the Intergovernmental Agreement between North Clackamas Parks and Recreation District and Water Environment Services.

ATTACHMENTS:

1. Intergovernmental Agreement between NCPRD and WES
2. Exhibit A - Scope of Work
3. Exhibit B – 2020-2021 Annual Work Plan

Respectfully submitted,



Laura Zentner, Director
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
AND WATER ENVIRONMENT SERVICES**

THIS AGREEMENT (this "Agreement") is entered into and between North Clackamas Parks and Recreation District ("NCPRD"), a county service district formed pursuant to ORS Chapter 451, and Water Environment Services ("WES"), an intergovernmental entity formed pursuant to ORS Chapter 190, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

WES and NCPRD formed an agreement in 2013 ("2013 Agreement") to establish a cooperative working relationship for the purpose of undertaking public projects aimed at improving water quality, managing storm water runoff, enhancing natural resources areas, and providing public access for passive recreation and environmental education activities.

In the 2013 Agreement, WES and NCPRD partnered to manage natural areas and team on projects of mutual benefit and interest that fit the missions of both departments. Since the 2013 Agreement was implemented, WES and NCPRD's needs have evolved and changes to the 2013 Agreement are proposed to further our partnership for maximum efficiencies and benefits to each department. WES and NCPRD desire to terminate the 2013 Agreement and enter into this new Agreement to ensure that past and future investments in these public assets will be protected.

WES owns and has the responsibility to manage several natural areas and stormwater management facilities in the WES service area, as well as a few passive recreational facilities such as trails. However, WES does not have field staff to take on this maintenance. NCPRD implements a Natural Resources Program and employs Natural Area staff, knowledgeable and skilled to provide stewardship of natural areas for fish and wildlife habitat, as well as water quality benefits. NCPRD Natural Resources Program staff are also qualified and skilled in restoration ecology, stewardship planning, implementing volunteer events and communicating with the public about issues these areas face.

WES has determined that NCPRD is well-equipped to provide these services and, because their service areas are similar, their staff is familiar with many of the properties. We have had a positive, cooperative partnership to date. Managing natural areas together in accordance with our shared values will ensure consistent treatment and maximum effectiveness of NCPRD resources within natural areas.

The specific WES sites that will be managed and the budget that NCPRD will be provided to manage the sites would be detailed within the annual work plan that is established between WES and NCPRD.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Termination of Previous Agreement.** The Parties agree that the 2013 Agreement is hereby terminated and replaced in its entirety by this Agreement.
2. **Term.** This Agreement shall be effective upon execution, and shall expire upon June 30, 2025 (“Term”). The Parties may renew this Agreement for one additional term of 5 years upon a writing signed by both Parties.
3. **Scope of Work.** The Parties agree to perform the obligations identified in Exhibit A (“Scope of Work”), in addition to the services further identified in the Annual Work Plan in Exhibit B (“Work Plan”), both attached hereto and incorporated herein (collectively referred to as the “Work”). The Parties will develop a new Annual Work Plan each year and will update Exhibit B accordingly without the need for formal amendment to this Agreement.
4. **Consideration.** WES agrees to pay NCPRD an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) over the Term of this Agreement.
5. **Payment.** Unless otherwise specified, NCPRD shall submit quarterly invoices for Work performed and shall include the total amount billed to date by NCPRD prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. NCPRD shall also submit the annual reporting form provided by WES at the end of each fiscal year documenting information on the Work performed. Payments shall be made to NCPRD following WES’ review and approval of invoices submitted by NCPRD. NCPRD shall not submit invoices for, and WES will not pay, any amount in excess of the maximum compensation amount set forth above.
6. **Representations and Warranties.**
 1. *WES Representations and Warranties:* WES represents and warrants to NCPRD that WES has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of WES enforceable in accordance with its terms.
 2. *NCPRD Representations and Warranties:* NCPRD represents and warrants to WES that NCPRD has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of NCPRD enforceable in accordance with its terms.
 3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
7. **Termination.**
 1. Either the NCPRD or WES may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 2. NCPRD or WES shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 3. Either Party may terminate this Agreement in the event a Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or

interpreted in such a way that either the Project under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
8. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, NCPRD agrees to indemnify, save harmless and defend WES, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of NCPRD or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which NCPRD has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, WES agrees to indemnify, save harmless and defend NCPRD, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of WES or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which WES has a right to control.

9. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
10. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

1. Tonia Williamson or their designee will act as liaison for NCPRD.

Contact Information:

Tonia Williamson
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4357
twilliamson@NCPRD.com

Gail Shaloum or their designee will act as liaison for WES.

Contact Information:

Gail Shaloum, PLA
Clackamas County Water Environment Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045
(503) 742-4597
gshaloum@clackamas.us

11. General Provisions.

1. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between NCPRD and WES that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by WES or NCPRD of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. NCPRD and WES, by execution of this Agreement, hereby consent to the in personam jurisdiction of the courts referenced in this section.
2. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
3. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
4. **Access to Records.** Both parties shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. All financial records shall be maintained in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. At either party's request, the other party shall provide the

requesting party with paper or electronic version of all documents, engineering designs, warranties, and other materials directly related to a Project that have been produced or recorded. The Parties are not obligated to provide confidential documentation or produce materials in electronic media if the materials do not already exist in electronic media.

5. **Work Product.** Reserved.
6. **Hazard Communication.** Reserved.
7. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
8. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
9. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
10. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
11. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
12. **No Third-Party Beneficiary.** WES and NCPRD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any

benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13. **Subcontract and Assignment.** Neither WES nor NCPRD shall enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall not be unreasonably withheld. Either Party's consent to any subcontract shall not relieve the other Party of any of its duties or obligations under this Agreement.
14. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
15. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
16. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
17. **Time is of the Essence.** WES and NCPRD agree that time is of the essence in the performance this Agreement.
18. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
19. **Force Majeure.** Neither WES nor NCPRD shall be held responsible for delay or default caused by events outside of WES or NCPRD's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, WES shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
20. **Confidentiality.** Reserved.
21. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

North Clackamas Parks and Recreation District


Water Environment Services

Chair



Chair

Date




Recording Secretary

10/29/2020

III.1

Date

Approved as to Form



County Counsel

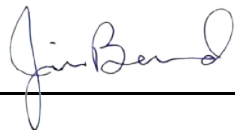
10/21/2020

Date

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

North Clackamas Park and Recreation District

Water Environment Services



Chair

Chair

II.1 10/29/2020

Recording Secretary

Date

Date

Approved as to Form

County Counsel

Date

Exhibit A

SCOPE OF WORK

1. **Obligations of WES.**

- i. WES agrees to lead the resolution of any property boundary issues, land surveys, etc. on WES owned properties.
- ii. WES agrees to notify NCPRD of special use permits related to sites that contain mitigation and to provide NCPRD with permit language, so that NCPRD understands what other uses of the site may be and can help provide recommendations based on day-to-day management.
- iii. WES agrees to notify NCPRD of partnership activities and educational events planned at WES sites where NCPRD may be conducting Work, so that NCPRD understands what other uses of the site may be and can help provide recommendations based on day-to-day management.
- iv. WES will provide its Rules for Public Property to NCPRD to guide NCPRD in interacting with the public on WES properties.
- v. WES will draft an annual work plan with input from NCPRD. The Parties will work together to finalize annual work plan documents that will guide NCPRD's day to day work during a fiscal year. Work tasks include, but are not limited to, 1) vegetation survey, monitoring, maintenance including hazard tree removal; 2) trails or facility monitoring and maintenance; and 3) trash monitoring and maintenance; 4) monitoring houseless persons activity on WES owned properties and posting necessary signage provided by WES in compliance with the Clackamas County Code, in addition to coordinating with representatives of the Clackamas County Sheriff's Office Exclusion Program as needed.

2. **Obligations of NCPRD.**

- i. NCPRD agrees to get approval from WES of any partnership or educational activities that NCPRD leads at WES sites and to include WES as a funding partner on any marketing materials, if funds from this IGA support the project.
- ii. NCPRD agrees to review information related to partnership activities and educational events planned at WES sites and to provide comments to WES in a timely fashion noting any conflict with the day-to-day management.
- iii. NCPRD will provide input on and review the annual work plan developed by WES. The two agencies will work together to finalize annual work plan documents that will guide NCPRD's day to day work during a fiscal year.
- vi. NCPRD will follow WES' Rules for Public Property to NCPRD in interacting with the public on WES properties.

- vii. Work tasks include but are not limited to 1) vegetation survey, monitoring, maintenance including hazard tree removal, 2) trails or facility monitoring and maintenance, 3) trash monitoring and maintenance. NCPRD follows specific best management practices, regulatory guidelines and polices and protocols to manage a site including Oregon Department of Agriculture regulations of control of invasive weeds, Clackamas County and NCPRD polices and protocols; 4) monitoring houseless persons activity on WES owned properties and posting necessary signage provided by WES in compliance with the Clackamas County Code, in addition to coordinating with representatives of the Clackamas County Sheriff's Office Exclusion Program as needed.
- iv. WES shall be listed as additionally insured on any contract insurance documents that NCPRD leads on WES property.

Exhibit B

ANNUAL WORK PLAN

Property Name	Current Activity	Needs	Taxlot	Address	City	Zip	Acres	Taxpayer	Address
Mt. Scott Creek - Oak Bluff Reach	Weed control, cleanups, sweeps for camps.	Continue as in past.	22E04B 00300	8970 SE OAK BLUFF RD	CLACKAMAS	97015	2.74	WES	8970 SE OAK BLUFF RD
Last Road Property	None to date	Weed control and re-planting, trash pickup--as time allows.	22E09DC01102	9557 SE LAST RD	CLACKAMAS	97015	0.20	WES	9557 SE LAST RD
84th Ave Property	None to date	Weed control and re-planting, trash pickup--as time allows.	22E04B 03700	12605 SE 84TH AVE	CLACKAMAS	97015	1.96	WES	12605 SE 84TH AVE
Rock Creek Confluence Property	Restoration completed by WES & CRBC; CRBC contract ended.	Occasional monitoring/maintenance. Weed spot treatment, mow around shelter, occasional sweeps for camping and cleanup.	22E12 00303	NO SITUS	NO SITUS	NO SITUS	9.20	WES	NO SITUS
Rose Creek	Weed control, trail maintenance, some planting, esp. streambank area.	Weed control, trail maintenance, some planting, bioengineering in streambank area.	22E01CD00100, 22E01CC11100, 22E01C 00312, 22E01CA07000	14001 SE 152ND DR	CLACKAMAS	97015	6.90	WES	14001 SE 152ND DR, 13944 SE HINES DR, NO SITUS
Echo Valley Meadows	Restoration completed, released from permit, in maintenance phase.	Needs continued maintenance (weed treatments/inter-planting).	22E03DD00519, 22E03DD00520, 22E03DD00527	14181 SE ECHO VALLEY CT	CLACKAMAS	97015	0.58	WES	14181 SE ECHO VALLEY CT, 14199 SE ECHO VALLEY CT, 14165 SE ECHO VALLEY CT
3-Creeks	Weed control, cleanups, sweeps for camping, volunteer event coordination.	Continue as in past.	22E04B 01300, 22E05 00200	NO SITUS	NO SITUS	NO SITUS	78.94	WES	NO SITUS and 7200 SE HARMONY RD
Hearthwood Wetlands easement area	Weed control, some inter-planting	Continue as in past.	22E09CC03000	NO SITUS	NO SITUS	NO SITUS	0.05	The Wetlands Conservancy	NO SITUS
North Clackamas Park riparian area	Weed control, inter-planting	Continue as in past.	22E06AC00100	SE Kellogg Creek Dr.	MILWAUKIE	97022	3.00	City of Milwaukie	SE Kellogg Creek Dr.