

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Alpha Energy Savers, Inc. for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Saves, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Alpha Energy Saves, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4230**

This Weatherization Services Contract (this "Contract") is entered into between **Alpha Energy Savers Inc.** ("Contractor") and Clackamas County ("County") to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders ("Work Orders") that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures ("Work") to be provided by the Contractor ("Project").

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

"Substantial Completion" means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. "Final Completion" means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors ("RFP") and any attachments and addenda thereto;
- D. Contractor's Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: 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 Worksite Owner and the County, 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 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: 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Alpha Energy Savers Inc.

Clackamas County

Linette Schroeder 6/14/2021
Authorized Signature Date

Chair

Linette Schroeder - Office Manager
Name / Title Printed


Recording Secretary

34972
CCB License Number

135423-11
Oregon Business Registry Number

Approved as to from.

DBC/Oregon
Entity Type / State of Formation

 06/29/2021
County Counsel



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Alpha Energy Savers Lnc

Representative Name and Title:
Linette Schröder Office Manager

Signature:

Date:

Linette Schröder

6/14/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Clackamas County Weatherization

Major Measure and Specialty Contractors

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Alpha Energy Savers Inc has been in the residential weatherization business since 1979. Our goal is to make sure that all the weatherization measures are installed properly and to the weatherization organizations standards and requirements. Our team members are experienced at evaluating homes. If any problems are found our project supervisor, Salvador Santos, will communicate with the appropriate inspectors and the homeowner.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

We are primarily owned by a female; we have multiple lead positions held by both males and females in different capacities. Over 50% of our employees are bilingual and have diverse backgrounds. We do not require previous extensive experience when we hire new team members because we offer on the job training and competitive starting wages. We also offer health benefits, vision, dental, and life insurance.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Alpha Energy Saver's area of expertise include the following:

- Insulation (Wall, Floor and Attic)
- Air & Duct System Testing
- Duct Sealing-Air Sealing
- EPDM Roofing
- Bath & Kitchen Fans
- Dryer Venting
- Lead Safe Practices (Please see additional page for experience/expertise)
- Window & Door Replacement/Repair

4. List any applicable certifications and/or trainings.

Salvador Santos:

OSHA 30 hours; Lead Safe Renovator; Performance Tested Comfort Systems Tech #3101; Building Analysis professional.

Jesus Lopez:

Oregon Premium-Efficiency Duct System; OSHA 30 hours; Lead Safe Renovator

Suong Ngo:

Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hours; Lead Safe Renovator

(Please see additional page for more certifications)

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

a) Salvador Santos – Operations Manager 20 years

- Bilingual English/Spanish
- Introductory Auditor Training Certificate
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety Included)
- Building Performance Institute Certification for Building Analyst Professional and Envelope Professional
- Lead Safe Certified
- OSHA 30
- Expert with Blower Door Duct Blaster Technology (please see additional page for key individuals)

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Our current programs include Multnomah County 's Weatherization for low-income families, Washington County 's Community Action Weatherization Program and Energy Trust of Oregon 's Home Performance program. Under these contracts/programs, we complete energy efficiency work on existing homes, both stick built and mobile homes, utilizing the Weatherization Assistance Program Field Guide and Standards.

For the Multnomah County Weatherization program, we have completed approximately 332 jobs in the past 5 years. For the Washington County Weatherization program, we have completed approximately 190 jobs in the past 5 years. For the Clackamas County Weatherization program, we have completed approximately 46 jobs in the past 5 years.

3. Describe diversity of your business's experience and expertise installing weatherization measures and/or relate specialty contractor services (electrical, plumbing, HVAC, roofing,etc) (continued....)

We were one of the first companies in Oregon to have Building Performance Institute (BPI) trained technicians and continue to keep BPI trained technicians staffed. Alpha Energy Savers, Inc has been performing energy efficiency work on mobile homes since 1979. In 1979 we began working with Portland General Electric's weatherization program which then became Energy Trust of Oregon. Our work in the low-income weatherization programs began soon after we started the company. We have stayed in constant collaboration throughout the years. We take great pride in having longstanding qualified staff and an exceptionally low turnover rate. Our CCB License has always been in good standing and we maintain continuing education credits each year. We have a 5-star rating with Energy Trust of Oregon. Since the beginning of Alpha Energy Savers, Inc the goal has always been to make people's homes more comfortable year-round and their utility bills affordable.

4. List any applicable certifications and/or trainings. (Continued)

Jose Luis Guido Rosales:

Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hour; Lead Safe Renovator

Linette Schroeder:

OSHA 10 hour

Albert Obrist:

Journeyman HVAC Technician

LE-B Electrical License

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

a) Jesus Lopez – Crew Lead and Installer 18 Years

- Bilingual English/Spanish
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety included)
- Lead Safe Certified
- Expert with Blower Door Duct Blaster Technology
- OSHA 30

b) Jose Luis Guido Rosales – Installer 5 years

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician

- OSHA 10

c) Suong Ngo – Installer 5 years

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician
- OSHA 10
- Bilingual Spanish/Filipino

Oregon CCB Number	34972
SAM.GOV Registration/DUNS Number	09-830-1476
CCB Lead-Based Paint Renovation Contractors License Number	LBPR34972
Lead Renovation Repair and Painting Program Employee Certifications	R-R-41R028-16-00004
Employer Identification Number	93-0739865
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Bob Rubitschun Address: 14512 S. Kelmsley Dr., Oregon City OR 97045 Email: Brubitschun@gmail.com Telephone: 503-557-0778
	One long-term client: Name: Carl Vanderzanden Address: 3026 SE Salmon St. Portland OR 97214 Email: vza@mac.com Telephone: 503-987-0855
	One other client: Name: Donald Shaw - Energy Trust of Oregon Address: 421 SW Oak St. Portland, OR 97204 Email: 503-270-1415 Telephone:

Provide other relevant information, if any.

Lead Renovators Certifications:

Jesus Lopez: R-I-128533-16-02323

Jose Luis Guido Rosales: R-I-41R028-16-00047

Suong Ngo: R-I-128533-16-02092

Amended 6/23/2021

Attachment B

Kandi M. Olt

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	382.00	500.19	882.19
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	570.00	458.85	1028.85
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	382.00	459.98	841.98
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	570.00	461.07	1031.07
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	275.00	381.50	656.50
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	382.00	436.00	818.00
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	275.00	381.50	656.50
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	47.00 15.67	76.30 25.50	123.30 41.17
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	47.00 15.67	76.30 25.50	123.30 41.17
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	80.00 20.00	130.80 32.70	210.80 52.70
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	80.00 20.00	130.80 32.70	210.80 52.70
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	120.00 10.00	174.40 5.00	294.40 15.00
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	35.00	54.50	89.50
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	35.00	54.50	89.50
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	450.00	654.00	1104.00
16	Ea.	Install Humidistat timer switch with multi humidity settings	250.00	185.30	435.30
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	125.00	250.00	375.00
18	Ea.	Install pig tail for kitchen range hood	75.00	150.00	225.00

19	Ea.	Install New plg-tail with j-box to kitchen range hood	150.00	300.00	450.00
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	109.00		109.00
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	76.65 12.77	85.02 12.14	24.91 161.67
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	76.65	85.02	161.67
23	Ea.	Install new metal R-49 roof vent	30.00	32.70	62.70
24	Ea.	Remove and replace existing roof vent with new metal R-49	20.00	32.70	62.70
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	81.75		81.75
26	Ea.	Undercut door (up to 2")	59.95		59.95
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	48.00	78.48	126.48
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	48.00	78.48	126.48
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	126.40	206.66	333.06
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	22.68	40.53	63.21
31	Ea.	Install inline damper to kitchen fan or range hood.	32.77	57.80	90.57
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	101.37		101.37
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	327.00		327.00
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands			
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	75.00	136.25	211.25
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	97.00	156.96	253.96
37	Ea.	Install fresh air 80 or 100	97.00	156.96	253.96
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	0.20	0.35	0.55
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	70.00	32.70	102.70
40	Sq.Ft.	Air sealing with 2 part foam system	2.50	4.91	7.41
41	Sq.Ft.	Sheetrock patching	5.92	9.68	15.60
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	31.00	50.14	81.14
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	10.00	16.35	26.35
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	10.00	16.35	26.35
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	11.60	18.97	30.57
46	Sq.Ft.	Remove and replace existing broken IGU	18.00	25.07	43.07
47	LF	Remove and replace glazing compound			
48	Ea.	Install door weatherstrip kit	40.00	40.33	80.33
49	Ea.	Install new snap bead vinyl weatherstrip	47.00	14.17	61.17
50	Ea.	Install new door threshold up to 48"	46.00	76.30	122.30
51	Ea.	Install new door shoe up to 48"	46.00	76.30	122.30
52	Ea.	Install new door sweep up to 48"	32.00	51.23	83.23
53	Ea.	Adjust existing door	75.00	32.70	107.70
54	LF.	Block and seal knee-wall rakes	2.50	4.91	7.41
55	LF.	Block and seal basement Rim joists	3.50	6.00	9.50
56	LF.	Block and seal tops and bottoms of balloon framed walls	2.50	4.91	7.41
57	Ea.	All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box	16.00	31.61	47.61
58	Ea.	Heat producing fixtures (when not insulating attic)	16.00	31.61	47.61
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	90.00	150.00	240.00
60	Sq.Ft.	Floor patch repair and seal	4.32	8.18	12.50
61	Ea.	Replace attic access (when not insulating)	62.80	102.68	165.48
62	Ea.	Weatherstrip interior attic access (when not insulating)	40.00	63.22	103.22

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	62.80	102.68	165.48
64	Ea.	Install thermal, air tight attic pull down enclosure	110.00	185.30	295.30
65	Ea.	Replace existing crawlspace access (when not insulating)	62.80	104.64	167.44
66	Ea.	Weatherstrip interior floor access (when not insulating)	8.00	15.26	23.26
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	8.00	21.80	29.80
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	40.00	63.22	103.22
69	Ea.	Build knee-wall access door and weatherstrip	62.00	101.37	163.37
70	Ea.	Cut in temporary access and seal upon completion	62.80	87.20	150.00
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	0.78	1.28	2.06
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	0.80	1.31	2.11
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	0.82	1.34	2.16
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	0.86	1.41	2.27
75	Sq.Ft.	Low clearance attic space. Labor only	0.76		0.76
76	Sq.Ft.	Floored attic areas – Labor only	1.19		1.19
77	Ea.	Cut in and install new attic access approx. 20"x30"	48.00	82.84	130.84
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	55.00	93.74	148.74
79	LF	Install 1/2" minimum plywood damming	6.00	8.72	14.72
80	LF	Install fiberglass damming	3.00	6.54	9.54
81	Ea.	Install Electrical Junction boxes to enclose flying splices	70.00	100.00	170.00
82	Sq.Ft.	Dam knob and tube wiring			
83	Ea.	Install baffle to low venting	0.50	1.09	1.59
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	16.00	26.16	42.16
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	16.00	26.16	42.16

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	32.00	52.32	84.32
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	50.00	65.40	115.40
88	Ea.	Install extra-large gable vent 24"x30"	50.00	127.53	177.53
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	28.00	32.70	60.70
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	28.00	32.70	60.70
91	Ea.	Install roof vent R-92	21.00	34.88	55.88
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	^{0.65} 60.00	^{0.95} 98.10	^{1.60} 158.10
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	0.19	0.33	0.52
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	10.00	25.00	35.00
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	21.00	27.25	48.25
96	Ea.	Rescreen existing damaged foundation vents	4.00	10.90	14.90
97	Sq.Ft.	Removal and proper disposal of existing insulation	0.70	0.55	1.25
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	0.55		0.55
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	0.55		0.55
100	Sq.Ft.	Install permeable air barrier	0.20	0.35	0.55
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"			
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	75.00	103.55	178.55
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	90.00	124.26	214.26
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"			
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	0.82	1.24	2.06
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	0.85	1.36	2.21
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	0.86	1.40	2.26
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	0.90	1.47	2.37

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	1.52	2.49	4.01
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	1.60	2.62	4.22
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	0.90	1.53	2.43
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	0.90	1.85	2.75
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	2.20	3.60	5.80
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	2.20	3.60	5.80
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	2.50	4.91	7.41
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	0.76	1.26	2.02
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	0.76	1.40	2.16
118	Sq.Ft.	Install Tyvek/FSK or equivalent	0.36	0.59	0.95
119	Sq.Ft.	Twine only (when not insulating)	0.36	0.59	0.95
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	0.96	1.57	2.53
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	0.96	1.57	2.53
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	0.80	1.74	2.54
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	0.80	1.31	2.11
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	0.80	1.47	2.27
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	0.80	1.20	2.00
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	0.80	1.31	2.11
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	0.80	1.28	2.08
128	LF.	Labor only - Remove and replace shake siding	0.55		0.55
129	LF.	Labor only - Remove and replace wood siding	0.55		0.55
130	LF.	Labor only - Remove and replace vinyl siding	0.55		0.55
131	LF.	Labor only - Remove and replace aluminum/metal siding	0.76		0.76
132	LF.	Labor only - Remove and replace asphalt siding	0.76		0.76

133	LF.	Labor only - Drill wood siding that cannot be removed	0.98		0.98
134	LF.	Labor only - Drill stucco siding			
135	LF.	Labor only - Drill interior walls	0.76		0.76
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	319.00	522.11	841.11
137	Ea.	Install new keyed alike lockset and dead bolt	34.00	55.59	89.59
138	Ea.	Install peephole	16.00	32.70	48.70
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	221.00	361.88	582.88
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	221.00	361.88	582.88
141	Both	Seal supply and return plenum in garage - when not sealing entire system	85.00	38.15	123.15
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	120.00	38.15	158.15
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	120.00	38.15	158.15
144	Ea.	Seal bare metal/connections on flex duct	25.00	5.45	30.45
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	0.92	1.50	2.42
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	1.08	1.79	2.87
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	0.92	1.61	2.53
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	1.10	1.61	2.71
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	37.50	1.61	39.11
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	37.50	1.85	39.35
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	1.65	1.61	3.26
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	1.65	1.79	3.44
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	23.93	65.00	88.93
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	23.99	122.97	146.96
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	16.00	23.98	39.98

156	Lf.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	22.00	35.97	57.97
157	Ea.	Shorten existing flex duct run	16.00	23.98	39.98
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	66.00	132.98	198.98
159	Ea.	Expose floored over register boots and install new floor register	37.50	21.80	59.30
160	Ea.	Install metal supply register	10.00	21.80	31.80

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	70.00	36.30	106.30
162	Sq.Ft.	Air sealing with 2 part foam system	2.50	4.91	7.41
163	Sq.Ft.	Sheetrock patching	5.92	9.68	15.60
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	3.00	5.45	8.45
165	Sq.Ft.	Replace broken single pane glass			
166	Sq.Ft.	Replace broken IGU	18.00	25.07	43.07
167	Ea.	Install door weatherstrip kit	40.00	40.33	80.33
168	Ea.	Install new snap bead vinyl weatherstrip	47.00	14.17	61.17
169	Ea.	Install foam weatherstrip tape	8.00	14.17	22.17
170	Ea.	Install new door threshold and door shoe	46.00	76.30	122.30
171	Ea.	Install new door sweep	46.00	76.30	122.30
172	Ea.	Adjust existing door	75.00	32.70	107.70
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	90.00	150.00	240.00
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	4.32	8.18	12.50
175	Ea.	Eliminate blend air duct from furnace	25.00	10.90	35.90
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.10	1.64	2.74
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.10	1.85	2.95

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	2.46	3.73	6.19
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	2.46	4.05	6.51
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	2.46	4.27	6.73
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	2.20	3.60	5.80
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	2.20	4.36	6.56
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	0.78	1.28	2.06
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	0.80	1.31	2.11
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	0.82	1.34	2.16
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	20.00 0.86	32.70 +4	52.70 2.27
187	Ea.	Install new R-49 to R-92 roof vent	20.00	32.70	52.70
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	1.11	1.80	2.91
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	1.11	1.86	2.97
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.10	1.80	2.90
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.11	1.86	2.97
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.56	2.55	4.11
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	0.86	1.40	2.26
194	Sq.Ft.	Install new permeable air barrier	0.25 0.21	1.30 0.34	1.55 0.55
195	Sq.Ft.	Twine to support 10" or more soft drop belly	0.19	0.33	0.52
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	0.56	0.99	1.55
197	LF.	Replace metal skirting	19.50	6.54	26.04
198	LF.	Replace wood skirting	19.50	6.54	26.04
199	Ea.	Remove existing and install new 6"x16" skirting vents	5.00	10.90	15.90
200	Ea.	Cut in and install new metal 6"x16" skirting vents	6.00	10.90	16.90
201	LF.	Extend condensate line to the outside	10.00 4.00	27.25 2.00	37.25 6.00

202	Ea.	Add new access to skirting	30.00	70.85	100.85
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	172.80	282.53	455.33
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	242.00	404.17	651.17
205	Ea.	Cut in and seal plenum only	22.24	38.15	60.39
206	LF.	Duct sealing/repair branch ducts	22.24	36.38	58.62
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	3.27	6.54	9.81
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	25.00	40.88	65.88
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	22.24	36.38	58.62
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	66.00	133.20	199.20
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	0.98	1.44	2.42
212	LF.	Install rigid foam board for support	1.12	3.60	4.72
213	Ea.	Support HVAC ducts – when no duct work called for	12.50	3.27	15.77
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	19.20	31.39	50.59
215	Sq.Ft.	Add safety glass to a replacement window		14.61	14.61
216	LF.	Install metal drip edge	6.00	0.98	6.98
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	319.00	522.11	841.11
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	319.00	522.11	841.11
219	Ea.	Install new keyed alike lockset and deadbolt	34.00	55.59	89.59
220	Ea.	Install peephole	17.00	32.70	49.70
221	Ea.	Install single lockset	17.00	32.70	49.70

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	37.50	44.69	82.19
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	66.96	100.28	167.24
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	42.00	70.85	112.85
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	1.15 20.00	1.35 32.70	2.50 52.70
226	Ea.	Repair water heater cavity door	50.00 20.00	95.00 43.60	145.00 63.60
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	167.00	437.09	604.09
228	Ea.	Install pressure relief tube and extend to crawlspace			
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan			
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan			
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	20.00	59.95	79.95
232	Ea.	Install combustion air vent to water heater cavity floor	20.00	32.70	52.70

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Alpha Energy Savors Inc, Oregon
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Kandi Obrist Date: 05/20/2021
 Signature: Kandi Obrist Title: President/owner
 Email: office@alphaenergysavors@gmail.com Telephone: 503-239-6520
 Oregon Business Registry Number: _____ OR CCB # (if applicable): 34972

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Electech Lighting and Electric for the
Weatherization Specialty Contractors**

Purpose/ Outcomes	To install electrical specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$900,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Electech Lighting and Electric for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #423**

This Weatherization Services Contract (this “Contract”) is entered into between **Electech Lighting and Electric Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **Nine Hundred Thousand Dollars (\$900,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: 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 Worksite Owner and the County, 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 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: 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self-insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
- a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Electech Lighting & Electric, Inc.

Clackamas County

James Johnson 6/15/2021
Authorized Signature Date

Chair

JAMES JOHNSON PRESIDENT
Name / Title Printed

Recording Secretary

168260

CCB License Number

Approved as to form.

335287-95

Oregon Business Registry Number

[Signature]
County Counsel

06/29/2021

DBC/Oregon

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: ELECTECH LIGHTING AND ELECTRIC INC.

Representative Name and Title:
JAMES JOHNSON PRESIDENT

Signature:

Date:

James Johnson

6/15/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair

SONYA FISCHER, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

MARK SHULL, Commissioner

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. **PROPOSAL COMPONENTS**

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal



Specialty Lighting * Commercial * Residential Remodel

May 20, 2021

Clackamas County

Procurement Department

Oregon City, OR 97045

Re: Proposals #2021-36 for Weatherization Major Measure and Specialty Contractors

To whom it may concern:

Electech Lighting & Electric, Inc. is providing a bid for Proposals #2021-36 for Clackamas County Weatherization Major Measure and Specialty Contractors.

Proposal Closing date, time and location:

Date: May 20, 2021

Time: 2:00PM, Pacific Time

Place: Procurement@clackamas.us

Respectfully,

James Johnson, President

Electech Lighting & Electric, Inc.

James.electech@hotmail.com

465 NE 181st #189 Portland, OR 97230

Ph: (503)970-4072 Fax: (503)254-6643

CCB#168260

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Electech Lighting and Electric Inc. is a full service electrical contractor, specializing in home repairs, remodeling and specialty lighting work for both commercial and residential customers.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

Electech does not discriminate anyone, when it comes to hiring or working conditions. Everyone is treated equal and the employees are like an extension of our family. We currently have Guatemalan ancestry, African American, and Native American employees working at Electech. Electech offers paid time off, flexible schedules, and medical insurance to our employees.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Electech has been a weatherization contractor with Multnomah County, since 2018. We have plenty of experience with the repair work, bidding, billing, and payroll. We have the needed manpower, tools and equipment needed to take care of many of the electrical repairs requested, including new service panels, wiring, outlet and lighting installations. We also have great relationships with both of the power utility companies, as well as the many electrical inspectors, that we work with for our projects.

4. List any applicable certifications and/or trainings.

Registered Jatc Training Agent
Member of IEC Oregon
Certified Lead Base Paint Renovator

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

James Johnson- Supervising electrician- Owner of Electech

Juston Santae- Journeyman electrician- 10 years with Electech

Roque Tasej-Lopez- Journeyman electrician- 6 years with Electech

*All of the people noted have the experience and have done and taken care of the various needed projects as per the bid request

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Multnomah County- Weatherization contractor

City of Portland- Maint. contractor

Metro Oregon- Maint. contractor

Reach CDC- Housing repair work

Portland Housing Bureau- Housing repair work

Naya Family Services- Housing repair work

*All of the above entities have current contracts with Electech to help with their repair and maintenance projects.

Oregon CCB Number	168260
SAM.GOV Registration/DUNS Number	173545851
CCB Lead-Based Paint Renovation Contractors License Number	lbpr168260
Lead Renovation Repair and Painting Program Employee Certifications	Juston Santee
Employer Identification Number	01-0854780
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Please see below: Name: Address: Email: Telephone:
	One long-term client: Please see below: Name: Address: Email: Telephone:
	One other client: Name: Address: Email: Telephone:

Provide other relevant information, if any.

1) Jose' Flores-Lead weatherization Inspector
 209 SW 4th Ave. Ste. 200 Pdx. 97204
 jose.flores@multco.us
 503-957-7370

2) Ashley Wills-Ehlers-Housing project lead supervisor
 4150 S Moody Ave. Pdx. 97239
 AEhlers@reachcdc.org
 503-957-7370

3) Brent Lee-Home repair program coordinator
 5135 NE Columbia Blvd. Pdx. 97218
 brentl@nayapdx.org
 971-803-0027

Electech Lighting and Electric Inc. has all of the needed contracting experience to become an important part of Clackamas County's Weatherization Program, and we look forward to the opportunity of being able to work with you and help out your home owners. Thank you!

ATTACHMENT E - SINGLE FAMILY ELECTRICAL		Bidder Name: ELECTECH LIGHTING AND ELECTRIC INC.			
Bid Response Instructions: 1. Enter your Bidder Name 2. Enter your bid pricing in the green Bid Price cells - Labor and Material <i>ONLY</i> . The bid prices will automatically multiplied by the Bid Units to calculate the total bid price for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item Bid Prices submitted in the calculation of work orders.					
<p style="text-align: center;">NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing.</p> <p style="text-align: center;">Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.</p>					
YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE					
Item	Description	Bid Price Labor	Bid Price Material	Bid Units	Line Item Bid Total
1	Truck Charge One truck charge per project	120	75	1	\$ 195.00
Items 2-5: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
2	New Bath Fan Light Combo In Site Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
3	New Bath Fan Light Combo In Mobile Home: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
4	New Bath Fan In Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
5	New Bath Fan In Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	350	1	\$ 750.00
Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes. Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice 					
6	Remove and Replace Existing Bath Fan Light Combo In Stick Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
7	Remove and Replace Existing Bath fan light combo in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00

Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.					
8. Fan manufacturer, name and model number must be included with the invoice.					
8	Remove and Replace Existing Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
9	Remove and Replace Existing Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	400	450	1	\$ 850.00
Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement					
8. Fan manufacturer, name and model number must be included with the invoice.					
10	Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home : Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	450	450	1	\$ 900.00
Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the fan.					
3. Installation must be a finished product and paint ready.					
4. Fishing the wire from an approved electrical source.					
5. Separate the fan from the light switch operation.					
6. Fan must be installed to allow for the venting out of the fan exhaust.					
7. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.					
8. Fan manufacturer, name and model number must be included with the invoice.					
11	Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home: Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	450	450	1	\$ 900.00
Miscellaneous					
12	Install a new Smart Exhaust bath fan/delay timer/ventilation controller. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	150	150	1	\$ 300.00
13	Install a Mechanical Timer Switch Separate from the Light: 1. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. 2. All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement. 3. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	150	150	1	\$ 300.00
Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes.					
Must include the following:					
1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.					
2. All materials and labor to install the and vent fan through wall or ceiling.					
3. Installing a new separate electrical circuit if needed.					
4. Fishing the wire from an approved electrical source.					
5. Installation must be a finished product and paint ready.					
6. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice.					
7. Fan manufacturer name, and model number must be included with the invoice.					
14	Install New Kitchen Ceiling Fan in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one)	600	600	1	\$ 1,200.00
15	Install New Kitchen Ceiling Fan in Mobile Home: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one).	600	600	1	\$ 1,200.00

16	Install New Kitchen Wall Fan in Stick Built Dwelling: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	600	550	1	\$ 1,150.00
17	Install New Kitchen Wall Fan in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	600	550	1	\$ 1,150.00
18	Install New Kitchen Range Hood in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	500	400	1	\$ 900.00
19	Install New Kitchen Range Hood in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	500	400	1	\$ 900.00
Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes. Includes the following: 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. 2. All materials and labor to install and vent the fan through wall or ceiling. 3. Installing a new separate electrical circuit if needed. 4. Fishing the wire from an approved electrical source. 5. Installation must be a finished product and paint ready. 6. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 7. Fan manufacturer, name and model number must be included with the invoice.					
20	Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	500	450	1	\$ 950.00
21	Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	500	450	1	\$ 950.00
22	Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	500	450	1	\$ 950.00
23	Remove and Replace Kitchen Wall Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	500	450	1	\$ 950.00
24	Remove and Replace Kitchen Range Hood with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	500	450	1	\$ 950.00
25	Remove and Replace Kitchen Range Hood with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	500	450	1	\$ 950.00
Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include: 1. A ground rod and ground wire as needed to meet electrical code. 2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Price shall include: *All materials and labor to install the electric panel. *Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.					
26	200 AMP panel in Stick Built Dwelling: (Bid per one)	2000	2000	1	\$ 4,000.00
27	200 AMP panel in Mobile Home: (Bid per one)	2000	2000	1	\$ 4,000.00
28	125 AMP panel in Stick Built Dwelling: (Bid per one)	2000	1500	1	\$ 3,500.00
29	125 AMP panel in Mobile Home: (Bid per one)	2000	1500	1	\$ 3,500.00
30	100 AMP panel in Stick Built Dwelling: (Bid per one)	2000	1200	1	\$ 3,200.00
31	100 AMP panel in Mobile Home: (Bid per one)	2000	1200	1	\$ 3,200.00
32	Remove Existing Service Entrance and Install New Service Entrance to Code. Must include: 1. Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code. 2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 3. The price shall include all materials and labor to install the service entrance. (Bid per one)	2300	2200	1	\$ 4,500.00

33	<p>Install a Dedicated Separate Circuit In an Existing Electric Panel.</p> <ol style="list-style-type: none"> 1. Circuit must be 15 amp or 20 amp and be 110 volts 2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required 3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 4. Installation must also include: Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	300	350	1	\$ 650.00
34	<p>Install a Dedicated Separate Circuit In an Existing Electric Panel.</p> <ol style="list-style-type: none"> 1. Circuit must be 30 amp 240 volts 2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required. 3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 4. Installation must also : Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	300	450	1	\$ 750.00
35	<p>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</p> <p>(Bid per one)</p>	120	75	1	\$ 195.00
36	<p>Install a Junction Box Cover on a Junction Box Where None Exists.</p> <p>(Bid per one)</p>	120	25	1	\$ 145.00
37	<p>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</p> <ol style="list-style-type: none"> 1. Submit a report on agency supplied electrical inspection and repair service form. 2. Identify repairs needed to insulate around the knob and tube wiring. 3. Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code. 4. Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> - If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection. - If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order. <p>(Bid Per One)</p>	650	450	1	\$ 1,100.00
38	<p>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</p> <p>Must Include:</p> <ol style="list-style-type: none"> 1. All materials to install this item must be included in this bid price. 2. The outlet cannot be installed on the same circuit as the furnace. 3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. 4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 5. All work must be performed to meet local codes. <p>(Bid per one).</p>	175	200	1	\$ 375.00
39	<p>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</p> <ol style="list-style-type: none"> 1. All materials to install this item must be included in this bid price. 2. The outlet cannot be installed on the same circuit as the furnace. 3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. 4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. 5. All work must be performed to meet local codes. <p>(Bid per one).</p>	195	200	1	\$ 395.00
40	<p>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p>(Bid per One, the truck charge in Bid Item 1 does not apply)</p>	350	300	1	\$ 650.00
Overall Bid Total					\$ 51,355.00
41	<p>Miscellaneous Materials</p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>	20%		1	\$ 20.00
42	<p>Hourly Rate</p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p>(Bid per hour)</p>	120		1	\$ 120.00

PLEASE NOTE: You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: ELECTECH LIGHTING AND ELECTRIC INC.
(Must be entity's full legal name, and State of Formation) OREGON

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: JAMES JOHNSON Date: 5/19/2021
 Signature: James Johnson Title: PRESIDENT
 Email: James.electech@hotmail.com Telephone: 503-970-4072
 Oregon Business Registry Number: 01-0854780 OR CCB # (if applicable): 168260

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2021

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 Hanson Insurance Group 350 NW Elks Dr Corvallis OR 97330	CONTACT NAME: Deanna Cambern PHONE (A/C, No, Ext): 541-207-1370 E-MAIL: deanna@hansoninsurancegroup.com ADDRESS:	FAX (A/C, No): 541-758-2718	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Electech Lighting & Electric Inc 465 NE 181st #189 Portland OR 97230	INSURER A : American Hallmark Ins Co of TX		43494
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1229923418

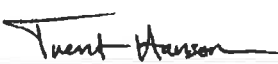
REVISION NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		44CL467525	12/22/2020	12/22/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Clackamas County is an additional insured per form MP9767 attached

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County 2051 Kaen Road Oregon City OR 97045	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2021

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.

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PRODUCER StateFarm Trevor McBride 5920 NE Ray Circle Suite 100 Hillsboro, OR 97124	CONTACT NAME: Bella Vose-Rossi PHONE (A/C, No, Ext): 503-844-6000 FAX (A/C, No): 503-648-5800 E-MAIL ADDRESS: bella@myhillsboroagent.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:	State Farm Fire and Casualty Company	25143	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED ELECTECH LIGHTING & ELECTRIC INC 465 NE 181ST AVE STE 189 PORTLAND,OR 97230-6660																					

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			373 8435-F07-37 373 8436-F07-37 373 8437-F07-37	06/07/2021 06/07/2021 06/07/2021	12/07/2021 12/07/2021 12/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			97-CE-A310-2	06/07/2021	06/07/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road Oregon City, Or 97045	CANCELLATION 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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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July 29, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Contract with Energy Comfort & Construction for the
Weatherization Major Measure and Specialty Contractors

Purpose/ Outcomes	To install weatherization major measures and related electrical, HVAC, plumbing specialty services to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,950,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	July 6, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Energy Comfort & Construction, LLC for the Weatherization Major Measure and Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4232**

This Weatherization Services Contract (this “Contract”) is entered into between **Energy Comfort & Construction, LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The amount of consideration that may be paid by County under this Contract shall not exceed \$1,050,000.00 for Weatherization Major Measure Installation and \$900,000.00 for Weatherization Specialty Services with a maximum contract total not to exceed **one million nine hundred fifty thousand dollars (\$1,950,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: 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 Worksite Owner and the County, 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 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: 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
- a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.
 - b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to

produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor,

and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass

to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use

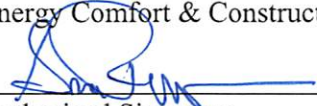
federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Energy Comfort & Construction, LLC

Authorized Signature 6/28/21
Date

Graciela Pepelaskov, Owner
Name / Title Printed

160327
CCB License Number

218081-91
Oregon Business Registry Number

DLLC/Oregon
Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.



County Counsel 06/30/2021



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Energy Comfort & Construction LLC

Representative Name and Title:
Graciela Repelaskov, Owner

Signature:
[Handwritten Signature]

Date:
6/28/21

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **May 20, 2021**

TIME: **2:00 PM, Pacific Time**

PLACE: **Procurement@clackamas.us**

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

****Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

Energy Comfort & Construction, LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
503-657-3434
info@ecc-llc.com

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Energy Comfort & Construction, LLC (“EC&C”) is offering weatherization, HVAC, plumbing and electrical services to Clackamas County. EC&C has been successfully in business since June, 2004. We have over 17+ years of experience doing full-service weatherization work, primarily working with County and CAP agencies. We are a full-service weatherization company providing services such as insulation, EPDM roofs, replacement of windows/doors, ducts and air sealing, bath fan and kitchen fan replacements, as well as other services to make homes more energy efficient. For over 17+ years, EC&C also has been performing plumbing, HVAC and electrical services, such as replacing water heaters, fixing water leaks, replacing toilets and installing furnaces, heat pumps and ductless mini splits and replacement for various county and CAP agencies. For several years, EC&C has also worked with Energy Trust of Oregon performing duct and air sealing services to manufactured homes in the Portland Metro area.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

As a woman owned and veteran owned company, we understand the importance of diversity and inclusion practices. EC&C follows all Federal and State laws regarding not discriminating against applicants, employees and/or subcontractors on the basis of race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin or any other protected class. EC&C offers its employees 100% employer paid health insurance with a low deductible, two weeks paid time off (more depending on longevity with the company), all major holidays paid, and 401k with a 4% employer match (100% employee vested immediately). EC&C has several multilingual employees who speak Spanish, Russian and/or Ukrainian. EC&C holds employee meetings regularly and encourages all of its employees to voice their concerns, opinion and/or suggestions, and what improvements/changes can be made. EC&C has an in-house “convenience store” wherein employees can purchase snacks and lunches at cost (with no added markup) so that they can have quick access to food should they need it. EC&C’s goal is to make sure everyone feels they are a valuable part of the team.

3. Provide a description of your business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

EC&C is a full-service weatherization company that has over 17+ years of experience performing all aspects of weatherization measures (including EPDM roofing and

windows/doors), plumbing, HVAC and electrical services. Since 2004, we have been working primarily with various county and CAP agencies throughout Oregon and Southwest Washington performing full weatherization measures work, including HVAC, plumbing, and electrical services. Our employees are up-to-date with all code requirements and are familiar with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards. Our employees receive regular training and maintain all required certifications and licensing.

4. List any applicable certifications and/or trainings.

1. Professional mechanical engineer
2. Building Analyst Professional (Building Performance Institute)
3. Heating Professional (Building Performance Institute)
4. EPA HVAC Technician Universal
5. Energy Star NW Verifier Training
6. PTCS Certification for Duct Sealing
7. Renovators – LRRP – Certificates
8. In Progress Combustion Safety Certificates
9. State of Oregon LHR-LTD PB – Plumbing Contractor
10. State of Oregon LMS-Maint Spec Contractor
11. State of Oregon LHR-LTD Maint Contractor HVAC/R
12. Nate Gas Furnace – Service Technician Certificate

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Michael Pepelaskov, owner, will be the point contact for Clackamas County projects. He has over 25+ years of business experience. He is a professional mechanical engineer and holds several certifications/training related to weatherization, plumbing and HVAC. He has been doing full-service weatherization work for over 20 years and has been working with County and CAP agencies doing full-service weatherization, HVAC, plumbing and electrical work for them. Grace Pepelaskov, owner, has over 25+ years of office administration and project coordination/management. Two of our crew leads, Serge D. and Sergio R., each have over 15+ years of weatherization/construction experience. They both have extensive experience dealing with auditors and customers in the weatherization field. Our crew leads are familiar with the current Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and related codes. Our weatherization installers all have over 3+ or more of weatherization experience. All of our crew leads and most of our installers have LRRP renovator certificates, are PTCS duct sealing certified and have in progress combustion safety certificates.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Within the past five years, EC&C has performed full-service weatherization measure services for Clackamas County weatherization, Multnomah County weatherization, Mid-Columbia Community Action, NeighborImpact and Lower Columbia Action Council. EC&C has also provided HVAC and plumbing services to Multnomah County Weatherization and Mid-Columbia Community Action during the last five years. EC&C has also worked with Energy Trust of Oregon performing Air and Duct Sealing Services to manufactured homes.

Energy Comfort & Construction LLC
 15635 SE 114th Ave., Ste. 110
 Clackamas, OR 97015
 CCB# 160327

Oregon CCB Number	160327
SAM.GOV Registration/DUNS Number	701G8/799068395
CCB Lead-Based Paint Renovation Contractors License Number	LBPR160327
Lead Renovation Repair and Painting Program Employee Certifications	RR-129175-19-00135, 00136, 00137
Employer Identification Number	1220691-7
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Glenn Thornton, Wx Program Manager Address: Mid Columbia Community Action 312 E 4 th St., The Dalles, OR 97058 Email: G.Thornton@mcccac.com Telephone: 541-248-5131 ext. 302
	One long-term client: Christina Kenney, Program Supervisor Name: Multnomah County Weatherization Address: 209 SW 4 th Ave, Ste. 209, Portland, OR 97209 Email: Christina.L.Kenney@multco.us Telephone: 503-988-6139
	One other client: Eric Falk, Account Manager Name: Energy Trust of Oregon / ClearResult Address: 100 SW Main, # 1500, Portland, OR 97204 Email: Eric.Falk@clearresult.com Telephone: 541-954-8412

Provide other relevant information, if any.

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name: Energy Comfort & Construction, LLC

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600 ⁰⁰	550 ⁰⁰	1150 ⁰⁰
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	550 ⁰⁰	1150 ⁰⁰
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	700 ⁰⁰	600 ⁰⁰	1300 ⁰⁰
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	650 ⁰⁰	600 ⁰⁰	1250 ⁰⁰
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
16	Ea.	Install Humidistat timer switch with multi humidity settings	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	100 ⁰⁰	50 ⁰⁰	150 ⁰⁰
18	Ea.	Install pig tail for kitchen range hood	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰

19	Ea.	Install New pig-tail with j-box to kitchen range hood	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	75 ⁰⁰	25 ⁰⁰	100 ⁰⁰
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	40 ⁰⁰	5 ⁰⁰	45 ⁰⁰
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
23	Ea.	Install new metal R-49 roof vent	75 ⁰⁰	25 ⁰⁰	100 ⁰⁰
24	Ea.	Remove and replace existing roof vent with new metal R-49	40 ⁰⁰	25 ⁰⁰	65 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	75 ⁰⁰	10 ⁰⁰	85 ⁰⁰
26	Ea.	Undercut door (up to 2")	75 ⁰⁰	20 ⁰⁰	95 ⁰⁰
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	150 ⁰⁰	50 ⁰⁰	200 ⁰⁰
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	190 ⁰⁰	50 ⁰⁰	240 ⁰⁰
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	270 ⁰⁰	150 ⁰⁰	420 ⁰⁰
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	120 ⁰⁰	50 ⁰⁰	170 ⁰⁰
31	Ea.	Install inline damper to kitchen fan or range hood.	150 ⁰⁰	50 ⁰⁰	200 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	95 ⁰⁰	20 ⁰⁰	115 ⁰⁰
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	500 ⁰⁰	100 ⁰⁰	600 ⁰⁰
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	40 ⁰⁰	20 ⁰⁰	60 ⁰⁰
37	Ea.	Install fresh air 80 or 100	160 ⁰⁰	120 ⁰⁰	280 ⁰⁰
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.45	.25	0.70
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	95 ⁰⁰	25 ⁰⁰	120 ⁰⁰
40	Sq.Ft.	Air sealing with 2 part foam system	25 ⁰⁰	30 ⁰⁰	55 ⁰⁰
41	Sq.Ft.	Sheetrock patching	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	55 ⁰⁰	25 ⁰⁰	80 ⁰⁰
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	120 ⁰⁰	40 ⁰⁰	160 ⁰⁰
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
46	Sq.Ft.	Remove and replace existing broken IGU	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
47	LF	Remove and replace glazing compound	5 ⁰⁰	5 ⁰⁰	10 ⁰⁰
48	Ea.	Install door weatherstrip kit	110 ⁰⁰	59 ⁰⁰	169 ⁰⁰
49	Ea.	Install new snap bead vinyl weatherstrip	70 ⁰⁰	39 ⁰⁰	109 ⁰⁰
50	Ea.	Install new door threshold up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
51	Ea.	Install new door shoe up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
52	Ea.	Install new door sweep up to 48"	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
53	Ea.	Adjust existing door	59 ⁰⁰	10 ⁰⁰	69 ⁰⁰
54	LF.	Block and seal knee-wall rakes	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
55	LF.	Block and seal basement Rim joists	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
56	LF.	Block and seal tops and bottoms of balloon framed walls	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
57	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	110 ⁰⁰	25 ⁰⁰	135 ⁰⁰
58	Ea.	Heat producing fixtures (when not insulating attic)	50 ⁰⁰	10 ⁰⁰	60 ⁰⁰
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	139 ⁰⁰	60 ⁰⁰	199 ⁰⁰
60	Sq.Ft.	Floor patch repair and seal	79 ⁰⁰	30 ⁰⁰	109 ⁰⁰
61	Ea.	Replace attic access (when not insulating)	110 ⁰⁰	30 ⁰⁰	140 ⁰⁰
62	Ea.	Weatherstrip interior attic access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
64	Ea.	Install thermal, air tight attic pull down enclosure	320 ⁰⁰	240 ⁰⁰	560 ⁰⁰
65	Ea.	Replace existing crawlspace access (when not insulating)	80 ⁰⁰	50 ⁰⁰	130 ⁰⁰
66	Ea.	Weatherstrip interior floor access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	60 ⁰⁰	20 ⁰⁰	80 ⁰⁰
69	Ea.	Build knee-wall access door and weatherstrip	120 ⁰⁰	80 ⁰⁰	200 ⁰⁰
70	Ea.	Cut in temporary access and seal upon completion	60 ⁰⁰	30 ⁰⁰	90 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	1.50	1.75	3.25
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	1.50	1.95	3.45
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	1.50	2.30	3.80
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	1.50	2.50	4.00
75	Sq.Ft.	Low clearance attic space. Labor only	1.00	\	1.00
76	Sq.Ft.	Floored attic areas – Labor only	2.95	\	2.95
77	Ea.	Cut in and install new attic access approx. 20"x30"	120 ⁰⁰	60 ⁰⁰	180 ⁰⁰
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	200 ⁰⁰	60 ⁰⁰	260 ⁰⁰
79	LF	Install 1/2" minimum plywood damming	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
80	LF	Install fiberglass damming	20 ⁰⁰	10 ⁰⁰	30 ⁰⁰
81	Ea.	Install Electrical Junction boxes to enclose flying splices	40 ⁰⁰	10 ⁰⁰	50 ⁰⁰
82	Sq.Ft.	Dam knob and tube wiring	20 ⁰⁰	10 ⁰⁰	30 ⁰⁰
83	Ea.	Install baffle to low venting	30 ⁰⁰	10 ⁰⁰	40 ⁰⁰
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	25 ⁰⁰	20 ⁰⁰	45 ⁰⁰
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	25 ⁰⁰	20 ⁰⁰	45 ⁰⁰

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	90 ⁰⁰	90 ⁰⁰	180 ⁰⁰
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	120 ⁰⁰	120 ⁰⁰	240 ⁰⁰
88	Ea.	Install extra-large gable vent 24"x30"	120 ⁰⁰	150 ⁰⁰	270 ⁰⁰
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	60 ⁰⁰	40 ⁰⁰	100 ⁰⁰
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	60 ⁰⁰	40 ⁰⁰	100 ⁰⁰
91	Ea.	Install roof vent R-92	60 ⁰⁰	30 ⁰⁰	90 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	3.00	2.00	5.00
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	1.00	0.50	1.50
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰
96	Ea.	Rescreen existing damaged foundation vents	30 ⁰⁰	20 ⁰⁰	50 ⁰⁰
97	Sq.Ft.	Removal and proper disposal of existing insulation	1.00	0.25	1.25
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	0.50	0.25	0.75
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	0.60	—	0.60
100	Sq.Ft.	Install permeable air barrier	0.50	0.40	0.90
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	70 ⁰⁰	50 ⁰⁰	120 ⁰⁰
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	2.50	1.50	4.00
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	2.00	1.75	3.75
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	2.00	2.00	4.00
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	2.00	2.25	4.25

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	2.50	3.00	5.50
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	2.50	3.50	6.00
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	2.00	3.00	5.00
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	2.25	3.75	6.00
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	15 ⁰⁰	20 ⁰⁰	35 ⁰⁰
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	15 ⁰⁰	10 ⁰⁰	25 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	40 ⁰⁰	13 ⁰⁰	53 ⁰⁰
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	2.50	1.50	4.00
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	2.50	2.00	4.50
118	Sq.Ft.	Install Tyvek/FSK or equivalent	2.00	1.00	3.00
119	Sq.Ft.	Twine only (when not insulating)	1.00	0.50	1.50
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	3.50	2.50	6.00
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	3.50	2.50	6.00
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	3.50	3.00	6.50
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	3.50	2.00	5.50
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	3.50	2.50	6.00
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	3.50	2.00	5.50
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	3.50	2.50	6.00
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	3.50	2.50	6.00
128	LF.	Labor only - Remove and replace shake siding	0.75	—	0.75
129	LF.	Labor only - Remove and replace wood siding	0.75	—	0.75
130	LF.	Labor only - Remove and replace vinyl siding	0.75	—	0.75
131	LF.	Labor only - Remove and replace aluminum/metal siding	1.00	—	1.00
132	LF.	Labor only - Remove and replace asphalt siding	2.00	1.00	3.00

133	LF.	Labor only - Drill wood siding that cannot be removed	1.00	0.50	1.50
134	LF.	Labor only - Drill stucco siding	2.00	1.00	3.00
135	LF.	Labor only - Drill interior walls	2.00	0.50	2.50
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
137	Ea.	Install new keyed alike lockset and dead bolt	60 ⁰⁰	69 ⁰⁰	129 ⁰⁰
138	Ea.	Install peephole	40 ⁰⁰	29 ⁰⁰	69 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	700 ⁰⁰	100 ⁰⁰	800 ⁰⁰
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	500 ⁰⁰	60 ⁰⁰	560 ⁰⁰
141	Both	Seal supply and return plenum in garage - when not sealing entire system	200 ⁰⁰	40 ⁰⁰	240 ⁰⁰
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	250 ⁰⁰	40 ⁰⁰	290 ⁰⁰
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	250 ⁰⁰	40 ⁰⁰	290 ⁰⁰
144	Ea.	Seal bare metal/connections on flex duct	70 ⁰⁰	10 ⁰⁰	80 ⁰⁰
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	8.00	3.00	11.00
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	8.00	4.00	12.00
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	12.00	3.00	15.00
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	18.00	3.00	21.00
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	40.00	10 ⁰⁰	50.00
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	40.00	12 ⁰⁰	52.00
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	10 ⁰⁰	3 ⁰⁰	13 ⁰⁰
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	12 ⁰⁰	4 ⁰⁰	16 ⁰⁰
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	10 ⁰⁰	10 ⁰⁰	20 ⁰⁰
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	10 ⁰⁰	15 ⁰⁰	25 ⁰⁰
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	12 ⁰⁰	10 ⁰⁰	22 ⁰⁰

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	14 ⁰⁰	15 ⁰⁰	29 ⁰⁰
157	Ea.	Shorten existing flex duct run	90 ⁰⁰	20 ⁰⁰	110 ⁰⁰
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	150 ⁰⁰	100 ⁰⁰	250 ⁰⁰
159	Ea.	Expose floored over register boots and install new floor register	120 ⁰⁰	50 ⁰⁰	170 ⁰⁰
160	Ea.	Install metal supply register	15 ⁰⁰	25 ⁰⁰	40 ⁰⁰

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	95 ⁰⁰	25 ⁰⁰	120 ⁰⁰
162	Sq.Ft.	Air sealing with 2 part foam system	25 ⁰⁰	30 ⁰⁰	55 ⁰⁰
163	Sq.Ft.	Sheetrock patching	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
165	Sq.Ft.	Replace broken single pane glass	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
166	Sq.Ft.	Replace broken IGU	20 ⁰⁰	20 ⁰⁰	40 ⁰⁰
167	Ea.	Install door weatherstrip kit	110 ⁰⁰	59 ⁰⁰	169 ⁰⁰
168	Ea.	Install new snap bead vinyl weatherstrip	70 ⁰⁰	39 ⁰⁰	109 ⁰⁰
169	Ea.	Install foam weatherstrip tape	80 ⁰⁰	20 ⁰⁰	100 ⁰⁰
170	Ea.	Install new door threshold and door shoe	89 ⁰⁰	89 ⁰⁰	178 ⁰⁰
171	Ea.	Install new door sweep	79 ⁰⁰	39 ⁰⁰	118 ⁰⁰
172	Ea.	Adjust existing door	59 ⁰⁰	10 ⁰⁰	69 ⁰⁰
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	139 ⁰⁰	60 ⁰⁰	199 ⁰⁰
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	79 ⁰⁰	30 ⁰⁰	109 ⁰⁰
175	Ea.	Eliminate blend air duct from furnace	59 ⁰⁰	49 ⁰⁰	108 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.00	1.00	2.00
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.00	1.50	2.50

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	6 ⁰⁰	4 ⁰⁰	10 ⁰⁰
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	6 ⁰⁰	5,50	11,50
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	6,00	6 ⁰⁰	12 ⁰⁰
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	6 ⁰⁰	5 ⁰⁰	11 ⁰⁰
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	6 ⁰⁰	6 ⁰⁰	12 ⁰⁰
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	1,00	1,00	2,00
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	1,00	1,50	2,50
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	1,00	1,75	2,75
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	40 ⁰⁰	30 ⁰⁰	70 ⁰⁰
187	Ea.	Install new R-49 to R-92 roof vent	40 ⁰⁰	30 ⁰⁰	70 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	2,50	1,50	4,00
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	2,50	1,75	4,25
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	3,00	1,50	4,50
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	3,00	1,75	4,75
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	3,00	2,50	5,50
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	2,00	2,00	4,00
194	Sq.Ft.	Install new permeable air barrier	0,50	0,40	0,90
195	Sq.Ft.	Twine to support 10" or more soft drop belly	1,25	0,50	1,75
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	3,00	3,50	6,50
197	LF.	Replace metal skirting	12 ⁰⁰	8 ⁰⁰	20 ⁰⁰
198	LF.	Replace wood skirting	12 ⁰⁰	10 ⁰⁰	22 ⁰⁰
199	Ea.	Remove existing and install new 6"x16" skirting vents	30 ⁰⁰	15 ⁰⁰	45 ⁰⁰
200	Ea.	Cut in and install new metal 6"x16" skirting vents	40 ⁰⁰	15 ⁰⁰	55 ⁰⁰
201	LF.	Extend condensate line to the outside	12 ⁰⁰	2,00	14 ⁰⁰

202	Ea.	Add new access to skirting	65 ⁰⁰	45 ⁰⁰	110 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	600 ⁰⁰	100 ⁰⁰	700 ⁰⁰
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	700 ⁰⁰	150 ⁰⁰	850 ⁰⁰
205	Ea.	Cut in and seal plenum only	200 ⁰⁰	50 ⁰⁰	250 ⁰⁰
206	LF.	Duct sealing/repair branch ducts	25 ⁰⁰	5 ⁰⁰	30 ⁰⁰
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	35 ⁰⁰	10 ⁰⁰	45 ⁰⁰
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	25 ⁰⁰	25 ⁰⁰	50 ⁰⁰
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	150 ⁰⁰	100 ⁰⁰	250 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	5.00	3.00	8.00
212	LF.	Install rigid foam board for support	2.00	8.00	10.00
213	Ea.	Support HVAC ducts – when no duct work called for	100 ⁰⁰	40 ⁰⁰	140 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	30 ⁰⁰	20 ⁰⁰	50 ⁰⁰
215	Sq.Ft.	Add safety glass to a replacement window	0	10 ⁰⁰	10 ⁰⁰
216	LF.	Install metal drip edge	5 ⁰⁰	5 ⁰⁰	10 ⁰⁰
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	550 ⁰⁰	399 ⁰⁰	949 ⁰⁰
219	Ea.	Install new keyed alike lockset and deadbolt	60 ⁰⁰	69 ⁰⁰	129 ⁰⁰
220	Ea.	Install peephole	40 ⁰⁰	29 ⁰⁰	69 ⁰⁰
221	Ea.	Install single lockset	60 ⁰⁰	59 ⁰⁰	119 ⁰⁰

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	110 ⁰⁰	60 ⁰⁰	170 ⁰⁰
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	279 ⁰⁰	139 ⁰⁰	418 ⁰⁰
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	169 ⁰⁰	79 ⁰⁰	248 ⁰⁰
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	7 ⁰⁰	4 ⁰⁰	11 ⁰⁰
226	Ea.	Repair water heater cavity door	169 ⁰⁰	100 ⁰⁰	269 ⁰⁰
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	70 ⁰⁰	30 ⁰⁰	100 ⁰⁰
228	Ea.	Install pressure relief tube and extend to crawlspace	70 ⁰⁰	50 ⁰⁰	130 ⁰⁰
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	900 ⁰⁰	650 ⁰⁰	1550 ⁰⁰
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	900 ⁰⁰	750 ⁰⁰	1650 ⁰⁰
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰
232	Ea.	Install combustion air vent to water heater cavity floor	120 ⁰⁰	60 ⁰⁰	180 ⁰⁰

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APPLICANT/VENDOR NAME: Energy Comfort & Construction, LLC

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> • Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 		269 ⁰⁰	269 ⁰⁰
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.		179 ⁰⁰	179 ⁰⁰
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.		1250 ⁰⁰	1250 ⁰⁰
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.		879 ⁰⁰	879 ⁰⁰
5	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.		50 ⁰⁰	50 ⁰⁰
6	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.		45 ⁰⁰	45 ⁰⁰
7	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.		50 ⁰⁰	50 ⁰⁰
8	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown. 3. New register must be installed to local mechanical code.		79 ⁰⁰	79 ⁰⁰

9	Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New return must be screwed to the surface. 2. New return must be white or brown. 3. New register must be installed to local mechanical code.		250 ⁰⁰	250 ⁰⁰
10	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident. 3. Filter cabinet must be installed to local mechanical code.		279 ⁰⁰	279 ⁰⁰
11	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown. 4. Filter grill must be installed to local mechanical code.		239 ⁰⁰	239 ⁰⁰
12	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code. 3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. <ul style="list-style-type: none"> Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500. 		339 ⁰⁰	339 ⁰⁰
13	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for approval. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.		339 ⁰⁰	339 ⁰⁰
14	Electrical Furnace Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications. 2. Inspect blower belt for wear and tension, replace as needed. 3. Oil blower motor and clean fan blades. 4. Check thermostat operation and set heat anticipator if needed. 5. Inspect wiring for frayed or burnt wiring and loose connection. 6. Test continuity for each element circuit component. 7. Check sequencer and control systems for proper operation. 8. Report findings to the Weatherization Program.		379 ⁰⁰	379 ⁰⁰
15	Air Conditioner/Heat Pump Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM). 2. Inspect blower belt for wear and tension, replace if needed. 3. Oil blower motor and clean fan blades. 4. Clean A coil and fins, provide 2 filters. 5. Check thermostat operation and set heat anticipator if needed. 6. Test continuity for each element circuit component, if electric back up system. 7. Check sequencer and control systems for proper operation. 8. Check refrigerant pressure and charge if necessary. 9. Conduct a static pressure test. 10. Report findings to the Weatherization Program.		479 ⁰⁰	479 ⁰⁰

16	<p>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one)</p> <p>Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> The installation must meet the manufacturer's specifications, and meet local mechanical codes Conduct a static pressure test and report finding to the Weatherization Program. New installation shall include new matching indoor air handler unit. Indoor A coil, TXV valve. 10 KW back up heat strips. Insulated refrigerant lines. New 115V and 230V if needed. Permits for installation are required. Contractor must submit proof of mechanical permit with invoice in order to receive payment. Make sure back up heat source is operational prior to leaving job site. Include all parts and labor required to attach new heat pump to existing refrigerant lines. Removal of old system and Freon capture is included in price when removing and installing new HP. Seal plenum with mastic when installing new HP. Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i> 		6995 ⁰⁰	6995 ⁰⁰
17	<p>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> Include the Following Items:</p> <ol style="list-style-type: none"> Install must meet manufacturer's specifications. Minimum HSPF 9.5 EER 12.5 or higher. New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6. Indoor A coil, insulated refrigerant lines, and outdoor coil. TXV valve UL listed. Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent. 10KW back-up heat strip. Make sure back up heat source is operational prior to leaving job site. Removal and disposal of old system. All electrical connections including new 115V and 230V dedicated circuits. Seal connection to plenum with mastic when installing new system. Must Provide AHRI certificate with invoice. 			
17A	New Heat Pump Install at 1.5 tons (Bid per one)		5995 ⁰⁰	5995 ⁰⁰
17B	New Heat Pump Install at 2.0 tons (Bid per one)		6495 ⁰⁰	6495 ⁰⁰
17C	New Heat Pump Install at 2.5 tons (Bid per one)		6995 ⁰⁰	6995 ⁰⁰
17D	New Heat Pump Install at 3.0 tons (Bid per one)		7495 ⁰⁰	7495 ⁰⁰
18	<p>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</p> <ol style="list-style-type: none"> Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions. Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat. Appliance must have a HSPF of as indicated per line item. Bid includes the following: <ol style="list-style-type: none"> All refrigerant lines to each indoor head/unit. Complete charge of refrigerant lines. Line set cover to be included with the installation All electrical permits by the governing body must be included with the invoice. All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit. Level pad installed under unit. Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc. Installation of condensate system, including all drainage, and pump if needed. 			
18A	Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, minimum 11.0 HSPF (Bid per one head)		5795 ⁰⁰	5795 ⁰⁰

18B	Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, minimum 10.0 HSPF (Bid per one head)		6195 ⁰⁰	6195 ⁰⁰
18C	Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)		6495 ⁰⁰	6495 ⁰⁰
18D	Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)		7195 ⁰⁰	7195 ⁰⁰
19	Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head) Bid to Include: a. All refrigerant lines. b. Line set cover c. All necessary electrical connections and dedicated circuits. d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc. e. Installation of condensate system, including all drainage and pump if needed.		1295 ⁰⁰	1295 ⁰⁰
20	Perform & Record Heat Rise Test on Furnace. (Bid per test) 1. Test shall be performed by taking one reading on the supply air. 2. A second test reading shall be performed on the return air. 3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly. 4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program		179 ⁰⁰	179 ⁰⁰
21	Perform & Record Static Pressure. (Bid per one) 1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's		179 ⁰⁰	179 ⁰⁰
22	Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one) 1. Air Balance a Forced Air HVAC system using a Flow Hood. 2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.		595 ⁰⁰	595 ⁰⁰
23	Remove and Replace 'A' Coil; heat pumps. (Bid per one)		1295 ⁰⁰	1295 ⁰⁰
24	Install outdoor thermostat on existing heat pump. (Bid per one)		295 ⁰⁰	295 ⁰⁰
25	Install programmable thermostat (as option for all furnace types). (Bid per one) 1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.		495 ⁰⁰	495 ⁰⁰
26	Install a Programmable Hard wired T-Stat for mini splits (Bid per one)		495 ⁰⁰	495 ⁰⁰
27	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.		179 ⁰⁰	179 ⁰⁰
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.		349 ⁰⁰	349 ⁰⁰
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰
30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections.		3995 ⁰⁰	3995 ⁰⁰

	b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			
31	Remove and Replace Element on Electric Furnace. (Bid per element)		495 ⁰⁰	495 ⁰⁰
32	Remove and Replace High Limit Switch – All furnaces. (Bid per one) 1. Maximum temperature shall be no higher than 180 degrees.		295 ⁰⁰	295 ⁰⁰
33	Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)		695 ⁰⁰	695 ⁰⁰
34	Remove and Replace Furnace Transformer – All furnaces. (Bid per one)		295 ⁰⁰	295 ⁰⁰
35	Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)		295 ⁰⁰	295 ⁰⁰

Additional Details to Line Items Above, If Necessary				

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LINE ITEM	LINE ITEM DESCRIPTION – FURNACE COMPONENTS	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 		269 ⁰⁰	269 ⁰⁰
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.		179 ⁰⁰	179 ⁰⁰
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code. 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.		849 ⁰⁰	849 ⁰⁰
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.		749 ⁰⁰	749 ⁰⁰
5	Furnish & Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot) 1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.		70 ⁰⁰	70 ⁰⁰
6	Furnish & Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot) 1. Furnish and install single-wall flue pipe from furnace to chimney.		50 ⁰⁰	50 ⁰⁰
7	Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door) 1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air. 2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling. 3. Sizing of combustion air grills must meet local code in effect at the time the work is being performed.		449 ⁰⁰	449 ⁰⁰

8	Install Outside Combustion Air to Appliance. (Bid per linear foot) 1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.			
LINE ITEM	LINE ITEM DESCRIPTION – DUCTING COMPONENTS	Bid Units	Bid Price	Total
9	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the supply ducts on each side of the home.		50 ⁰⁰	50 ⁰⁰
10	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.		45 ⁰⁰	45 ⁰⁰
11	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.		50 ⁰⁰	50 ⁰⁰
12	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown.		79 ⁰⁰	79 ⁰⁰
13	Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface. 2. New register must be white or brown.		250 ⁰⁰	250 ⁰⁰
14	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.		279 ⁰⁰	279 ⁰⁰
15	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown.		239 ⁰⁰	239 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – EQUIPMENT EVALUATIONS	Bid Units	Bid Price	Total
16	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500. 3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. 4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.		339 ⁰⁰	339 ⁰⁰
17	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If minor repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for next steps. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.		339 ⁰⁰	339 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – GAS FURNACE	Bid Units	Bid Price	Total

18	Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one) 1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed. 2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace. 3. Install a filter cabinet on cold air return side of the furnace, and provide 2 air filters, minimum MERV 6.		4795 ⁰⁰	4795 ⁰⁰
19	Furnish & Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one) 1. The installation must meet the manufacturer's Specifications. 2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage). 3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.		5595 ⁰⁰	5595 ⁰⁰
20	Furnish & Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book 1. The installation must meet the manufacturer's specifications, and meet local mechanical codes 2. This item shall include all material and labor necessary to install new furnace to code.		4795 ⁰⁰	4795 ⁰⁰
21	Furnish & Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one) 1. Install must meet manufacturer's specifications. 2. This item shall include all material and labor necessary to install new furnace to code.		149 ⁰⁰	149 ⁰⁰
22	Natural Gas Boiler Tune Up – (Bid per one)		595 ⁰⁰	595 ⁰⁰
23	Perform Gas Furnace Tune-up. (Bid per one)		349 ⁰⁰	349 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – GAS RANGE/STOVE	Bid Units	Bid Price	Total
24	Perform Gas Range Stove Tune-Up. (Bid per one complete unit) 1. Clean burners 2. Perform carbon monoxide test on oven and burners. 3. Check for burner operation, flame color and flame rollout. 4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven		379 ⁰⁰	379 ⁰⁰
25	Furnish & Install Gas Range / Stove. (Bid per one) 1. Install to manufacturer's specifications		1599 ⁰⁰	1599 ⁰⁰
LINE ITEM	LINE ITEM DETAIL – MISCELLENEOUS	Bid Units	Bid Price	Total
26	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.		179 ⁰⁰	179 ⁰⁰
27	Add PVC Vent Pipe – per linear foot supply and exhaust. 1. Bid to include termination to outside and all connections. 2. Includes exhaust and supply air termination in excess of 18 inches from one another.		49 ⁰⁰	49 ⁰⁰
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.		349 ⁰⁰	349 ⁰⁰
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system) 1. Install in conjunction with existing duct system, 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰

30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid to Include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.		3995 ⁰⁰	3995 ⁰⁰
31	Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)		295 ⁰⁰	295 ⁰⁰
32	Remove and Replace Furnace Sequencer (Bid per one)		695 ⁰⁰	695 ⁰⁰
33	Remove and Replace Furnace Transformer (Bid per one)		295 ⁰⁰	295 ⁰⁰
34	Remove and Replace Furnace Fan Switch (Bid per one)		295 ⁰⁰	295 ⁰⁰

Additional Details to Line Items Above, If Necessary				

ATTACHMENT D

Plumbing Measures Price List

Vendor Name: Energy Comfort & Construction LLC

Item #	Description	Labor	Material	Total
Section A: Miscellaneous Materials and Hourly Rate				
0	Miscellaneous Material		20%	20%
1	Hourly Rate	89 ⁰⁰		89 ⁰⁰
Section B: Water Heating				
2	Thermocouple for Gas Water Heater	179 ⁰⁰	100 ⁰⁰	279 ⁰⁰
3	Pilot Light for Gas Water Heater	179 ⁰⁰	100 ⁰⁰	279 ⁰⁰
4	Remove and Replace Existing Electric Water Heater – Site Built Home	700 ⁰⁰	850 ⁰⁰	1550 ⁰⁰
5	Remove and Replace Existing Electric Water Heater – Mobile Home Approved Tank	700 ⁰⁰	850 ⁰⁰	1550 ⁰⁰
6	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Mobile Home Approved Tank	800 ⁰⁰	1900 ⁰⁰	2700 ⁰⁰
7	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Mobile Home Approved Tank	900 ⁰⁰	1600 ⁰⁰	2500 ⁰⁰
8	Remove and Replace Existing Gas Water Heater -Mobile Home Approved Tank	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰
9	Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Site Built Home	800 ⁰⁰	2000 ⁰⁰	2800 ⁰⁰
10	Remove and Replace Existing Gas Water Heater with Power Vented Tank – Site Built Home	900 ⁰⁰	1700 ⁰⁰	2600 ⁰⁰
11	Remove and Replace Existing Gas Water Heater –Site Built Home	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰
12	Remove & Replace Existing Electric Water Heater with HP Water Heater – Mobile Home Approved.	700 ⁰⁰	2200 ⁰⁰	2900 ⁰⁰
13	Remove & Replace Existing Electric Water Heater with Heat Pump Hot Water Heater – Site Built Home.	700 ⁰⁰	2200 ⁰⁰	2900 ⁰⁰
14	Remove & Replace Existing Gas Water Heater with 90% Hot Water Heater – Mobile Home Approved Tank	900 ⁰⁰	2500 ⁰⁰	3400 ⁰⁰
15	Remove and Replace Existing Gas Water Heater with 90% Condensing Hot Water Heater – Site Built Home	900 ⁰⁰	2500 ⁰⁰	3400 ⁰⁰
16	Install Heat Pump Retrofit on Existing Electric Water Heater – Site Built or Mobile Home.	1200 ⁰⁰	3500 ⁰⁰	4700 ⁰⁰
17	Remove and Replace Heating Element for Electric Water Heater – Site Built or Mobile Home	400 ⁰⁰	95 ⁰⁰	495 ⁰⁰
18	Remove and Replace Thermostat on Electric Water Heater – Site Built or Mobile Home	400 ⁰⁰	95 ⁰⁰	495 ⁰⁰
19	Remove and Replace Thermostat on Gas Water Heater - Site Built Home or Mobile Home	400 ⁰⁰	295 ⁰⁰	695 ⁰⁰
20	Remove and Replace Under Counter Electric Water Heater – Site Built Home	900 ⁰⁰	950 ⁰⁰	1850 ⁰⁰

Section C: Pressurized Water System				
21	Remove and Replace Under Counter Electric Water Heater – Mobile Home Approved Tank	900 ⁰⁰	1050 ⁰⁰	1950 ⁰⁰
22	Water Line Replacement – Copper Pipe	259 ⁰⁰	100 ⁰⁰	359 ⁰⁰
23	Water Line Replacement – Aquapex (PEX) or approved substitute.	259 ⁰⁰	90 ⁰⁰	349 ⁰⁰
24	Repair Leak in Galvanized Pipe	259 ⁰⁰	200 ⁰⁰	459 ⁰⁰
25	Repair Leak in Copper Pipe	259 ⁰⁰	200 ⁰⁰	459 ⁰⁰
26	Repair Leak in Quest, Chlorinated Poly Vinyl Chloride (CPVC) Pipe or Aquapex (PEX), or WIRSBO Tubing	249 ⁰⁰	200 ⁰⁰	449 ⁰⁰
27	Repair Leak on Above-Ground Waste Line – ABS	379 ⁰⁰	200 ⁰⁰	579 ⁰⁰
28	Repair Leak on Above-Ground Waste Line – Galvanized	429 ⁰⁰	200 ⁰⁰	629 ⁰⁰
29	Repair Leak on Above-Ground Waste Line – Cast Iron	429 ⁰⁰	200 ⁰⁰	629 ⁰⁰
30	Waste Line Replacement – ABS	129 ⁰⁰	40 ⁰⁰	169 ⁰⁰
Section D: Plumbing Fixture Repair and / or Replacement				
31	Remove and Replace Toilet Flapper	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
32	Remove and Replace Toilet Handle	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
33	Remove and Replace Flush Valve Assembly	279 ⁰⁰	49 ⁰⁰	328 ⁰⁰
34	Remove and Replace Toilet Wax Ring	279 ⁰⁰	49 ⁰⁰	328 ⁰⁰
35	Remove and Replace Toilet Supply Line	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
36	Remove and Replace Supply Line for Kitchen or Bath Faucet	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
37	Remove and Replace Faucet Cartridge	149 ⁰⁰	49 ⁰⁰	198 ⁰⁰
38	Install Faucet Stem Repair Kit	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
39	Clear Clogged Drain with Power Snake	249 ⁰⁰	49 ⁰⁰	298 ⁰⁰
40	Remove and Replace Bathtub Drain Assembly Located in the Basement	509 ⁰⁰	79 ⁰⁰	588 ⁰⁰
41	Remove and Replace Bathtub Drain Assembly Located in the Crawl Space	579 ⁰⁰	79 ⁰⁰	658 ⁰⁰
42	A. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰
	B. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰
	C. Remove and Replace Sink Drain Assembly in the following - Kitchen sink	249 ⁰⁰	79 ⁰⁰	328 ⁰⁰

43	Remove and Replace Sink Basket/Strainer Assembly	179 ⁰⁰	49 ⁰⁰	228 ⁰⁰
44	Remove and Replace Lavatory Sink Pop-up Drain Assembly	179 ⁰⁰	49 ⁰⁰	228 ⁰⁰
45	Remove and Replace Kitchen Sink Faucet	479 ⁰⁰	119 ⁰⁰	598 ⁰⁰
46	Remove and Replace Bathtub/Shower Valve	579 ⁰⁰	179 ⁰⁰	758 ⁰⁰
47	Remove and Replace Bathroom Sink Faucet	479 ⁰⁰	79 ⁰⁰	558 ⁰⁰
48	Remove and Replace Toilet With 1.6-Gallon Toilet	479 ⁰⁰	200 ⁰⁰	679 ⁰⁰
49	Remove and Replace Toilet With 1.28 GPF Water Sense Label Gallon Toilet	479 ⁰⁰	200 ⁰⁰	679 ⁰⁰
50	Remove and Replace Toilet With 1.6 GPF Handicapped Accessible Toilet	479 ⁰⁰	239 ⁰⁰	718 ⁰⁰
51	Remove and Replace Toilet With 1.28 GPF Water Sense Label Handicapped Accessible Toilet.	479 ⁰⁰	239 ⁰⁰	718 ⁰⁰
Section E: Miscellaneous				
52	Evaluation of Water/Sewer Problem in House	479 ⁰⁰	20 ⁰⁰	499 ⁰⁰
53	Replace Main Line ≤10'	279 ⁰⁰	60 ⁰⁰	339 ⁰⁰
54	Replace Main Line >10'	149 ⁰⁰	60 ⁰⁰	209 ⁰⁰
55	Install Electrical Grounding Rod	599 ⁰⁰	199 ⁰⁰	798 ⁰⁰
56	Sewer Camera Scope	600 ⁰⁰	99 ⁰⁰	699 ⁰⁰
57	Cut Access to Enclosed Plumbing SQ feet	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
58	Floor Repair – Toilet SQ ft	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
59	Floor Repair – Hot Water Tank SQ ft.	100 ⁰⁰	19 ⁰⁰	119 ⁰⁰
60	Emergency Situation – Respond Within 18-24 Clock Hour Period	349 ⁰⁰	79 ⁰⁰	428 ⁰⁰

ATTACHMENT E - SINGLE FAMILY ELECTRICAL		Bidder Name: <u>Energy Comfort & Construction LLC</u>			
Bid Response Instructions: 1. Enter your Bidder Name 2. Enter your bid pricing in the green Bid Price cells - Labor and Material <i>ONLY</i> . The bid prices will automatically multiplied by the Bid Units to calculate the total bid price for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item Bid Prices submitted in the calculation of work orders.					
<p align="center">NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing.</p> <p align="center">Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.</p>					
YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE					
Item	Description	Bid Price: Labor	Bid Price: Material	Bid Units	Line Item Bid Total
1	Truck Charge One truck charge per project	79 ⁰⁰	100 ⁰⁰	1	179 ⁰⁰
Items 2-3: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent. <p>*NOTE Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The Permit from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
2	New Bath Fan Light Combo in Site Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
3	New Bath Fan Light Combo in Mobile Home: Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
4	New Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
5	New Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes. Must include the following: <ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent. <p>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</p> <ol style="list-style-type: none"> The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice 					
6	Remove and Replace Existing Bath Fan Light Combo in Stick Built Dwelling: Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰
7	Remove and Replace Existing Bath fan light combo in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	550 ⁰⁰	1	1150 ⁰⁰

Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes. Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust. The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 				
8	Remove and Replace Existing Bath Fan in Stick Built Dwelling: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	500 ⁰⁰	1 1100 ⁰⁰
9	Remove and Replace Existing Bath Fan in Mobile Home: Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one)	600 ⁰⁰	500 ⁰⁰	1 1100 ⁰⁰
Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes. Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of of the fan exhaust. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement Fan manufacturer, name and model number must be included with the invoice. 				
10	Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home : Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	650 ⁰⁰	500 ⁰⁰	1 1150 ⁰⁰
Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the fan. Installation must be a finished product and paint ready. Fishing the wire from an approved electrical source. Separate the fan from the light switch operation. Fan must be installed to allow for the venting out of the fan exhaust. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 				
11	Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home: Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. (Bid per one)	650 ⁰⁰	500 ⁰⁰	1 1150 ⁰⁰
Miscellaneous				
12	Install a new Smart Exhaust bath fan/delay timer/ventilation controller. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	100 ⁰⁰	50 ⁰⁰	1 150 ⁰⁰
13	Install a Mechanical Timer Switch Separate from the Light: <ol style="list-style-type: none"> The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement. Switch manufacturer, name and model number must be included with the invoice. (Bid per one)	100 ⁰⁰	50 ⁰⁰	1 150 ⁰⁰
Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes. Must include the following:				
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install the and vent fan through wall or ceiling. Installing a new separate electrical circuit if needed. Fishing the wire from an approved electrical source. Installation must be a finished product and paint ready. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice. Fan manufacturer name, and model number must be included with the invoice. 				
14	Install New Kitchen Ceiling Fan in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one)	700 ⁰⁰	600 ⁰⁰	1 1300 ⁰⁰
15	Install New Kitchen Ceiling Fan in Mobile Home: <ol style="list-style-type: none"> Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated (Bid per one).	700 ⁰⁰	600 ⁰⁰	1 1300 ⁰⁰

16	Install New Kitchen Wall Fan in Stick Built Dwelling: 1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
17	Install New kitchen Wall Fan in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
18	Install New Kitchen Range Hood in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
19	Install New Kitchen Range Hood in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) (Bid per one).	700 ⁰⁰	600 ⁰⁰	1	1300 ⁰⁰
Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes. Includes the following:					
<ol style="list-style-type: none"> All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes. All materials and labor to install and vent the fan through wall or ceiling. Installing a new separate electrical circuit if needed. Fishing the wire from an approved electrical source. Installation must be a finished product and paint ready. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Fan manufacturer, name and model number must be included with the invoice. 					
20	Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
21	Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one)	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
22	Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
23	Remove and Replace Kitchen Wall Fan with Damper in Mobile Home: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated (Bid per one).	650 ⁰⁰	600 ⁰⁰	1	1250 ⁰⁰
24	Remove and Replace Kitchen Range Hood with Damper Stick Built Dwelling: Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	600 ⁰⁰	650 ⁰⁰	1	1250 ⁰⁰
25	Remove and Replace Kitchen Range Hood with Damper in Mobile Home Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). (Bid per one).	600 ⁰⁰	650 ⁰⁰	1	1250 ⁰⁰
Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include:					
<ol style="list-style-type: none"> A ground rod and ground wire as needed to meet electrical code. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Price shall include: *All materials and labor to install the electric panel. *Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.					
26	200 AMP panel in Stick Built Dwelling: (Bid per one)	1800 ⁰⁰	1400 ⁰⁰	1	3200 ⁰⁰
27	200 AMP panel in Mobile Home: (Bid per one)	1800 ⁰⁰	1400 ⁰⁰	1	3200 ⁰⁰
28	125 AMP panel in Stick Built Dwelling: (Bid per one)	1700 ⁰⁰	1300 ⁰⁰	1	3000 ⁰⁰
29	125 AMP panel in Mobile Home: (Bid per one)	1700 ⁰⁰	1300 ⁰⁰	1	3000 ⁰⁰
30	100 AMP panel in Stick Built Dwelling: (Bid per one)	1700 ⁰⁰	1250 ⁰⁰	1	2950 ⁰⁰
31	100 AMP panel in Mobile Home: (Bid per one)	1700 ⁰⁰	1250 ⁰⁰	1	2950 ⁰⁰
32	Remove Existing Service Entrance and Install New Service Entrance to Code. Must include: <ol style="list-style-type: none"> Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. The price shall include all materials and labor to install the service entrance. (Bid per one)	3500 ⁰⁰	2900 ⁰⁰	1	6400 ⁰⁰

33	<p>Install a Dedicated Separate Circuit in an Existing Electric Panel.</p> <ol style="list-style-type: none"> Circuit must be 15 amp or 20 amp and be 110 volts This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Installation must also include: Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	800 ⁰⁰	450 ⁰⁰	1	1250 ⁰⁰
34	<p>Install a Dedicated Separate Circuit in an Existing Electric Panel.</p> <ol style="list-style-type: none"> Circuit must be 30 amp 240 volts This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. Installation must also : Fishing the wire from the electric panel to the new location <p>(Bid per one)</p>	1000 ⁰⁰	650 ⁰⁰	1	1650 ⁰⁰
35	<p>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</p> <p>(Bid per one)</p>	129 ⁰⁰	40 ⁰⁰	1	169 ⁰⁰
36	<p>Install a Junction Box Cover on a Junction Box Where None Exists.</p> <p>(Bid per one)</p>	79 ⁰⁰	10 ⁰⁰	1	89 ⁰⁰
37	<p>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</p> <ol style="list-style-type: none"> Submit a report on agency supplied electrical inspection and repair service form. Identify repairs needed to insulate around the knob and tube wiring. Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code. Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection. If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order. <p>(Bid Per One)</p>	749 ⁰⁰	100 ⁰⁰	1	849 ⁰⁰
38	<p>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</p> <p>Must include:</p> <ol style="list-style-type: none"> All materials to install this item must be included in this bid price. The outlet cannot be installed on the same circuit as the furnace. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. All work must be performed to meet local codes. <p>(Bid per one).</p>	800 ⁰⁰	450 ⁰⁰	1	1250 ⁰⁰
39	<p>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</p> <ol style="list-style-type: none"> All materials to install this item must be included in this bid price. The outlet cannot be installed on the same circuit as the furnace. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement. All work must be performed to meet local codes. <p>(Bid per one).</p>	900 ⁰⁰	550 ⁰⁰	1	1450 ⁰⁰
40	<p>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p>(Bid per One, the truck charge in Bid Item 1 does not apply)</p>	749 ⁰⁰	100 ⁰⁰	1	849 ⁰⁰
Overall Bid Total					\$ 0.00
41	<p>Miscellaneous Materials</p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>		20%	1	20%
42	<p>Hourly Rate</p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p>(Bid per hour)</p>	89 ⁰⁰		1	89 ⁰⁰

PLEASE NOTE: You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015
CCB# 160327

PROPOSAL CERTIFICATION
RFP #2021-36

Submitted by: Energy Comfort & Construction, LLC
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Michael Pepelaskov Date: 5/19/21
 Signature: [Handwritten Signature] Title: Owner/member
 Email: info@ECC-LLC.com Telephone: 503-657-3434
 Oregon Business Registry Number: 1220691-7 OR CCB # (if applicable): 160327

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2020

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 Montgomery & Graham 412 Jefferson Pkwy, Ste 100 Lake Oswego OR 97035	CONTACT NAME: Gillian Baker PHONE (A/C, No, Ext): (503) 601-8305 E-MAIL ADDRESS: certs@mymgteam.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Energy Comfort & Construction, LLC 15635 SE 114th Ave Ste 110 Clackamas OR 97015	INSURER A: Ohio Security Insurance Co	NAIC # 24082
	INSURER B: Ohio Casualty Insurance Co	24074
	INSURER C: SAIF Corporation	36196
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 GL BA XS WC **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS54904064	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAS54904064	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57566296	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	966798	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

Clackamas County is named as additional insured provided this is required by prior written contract or prior written agreement per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County
2051 Kaen Road

Oregon City

OR 97045

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

Gillian M Baker

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2021

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 Montgomery & Graham 412 Jefferson Pkwy, Ste 100 Lake Oswego OR 97035	CONTACT NAME: Gillian Baker
	PHONE (A/C, No, Ext): (503) 601-8305 FAX (A/C, No):
	E-MAIL ADDRESS: certs@mymgteam.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Ohio Security Insurance Co NAIC # 24082
	INSURER B: Ohio Casualty Insurance Co 24074
	INSURER C: SAIF Corporation 36196
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 20/21 GL BA XS 21/22 WC 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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BKS54904064	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BAS54904064	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO57566296	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A 966798	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Clackamas County is named as additional insured provided this is required by prior written contract or prior written agreement per the attached endorsement.

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road Oregon City OR 97045	CANCELLATION 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 <i>Gillian M Baker</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b) The construction, erection, or removal of elevators; or
 - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Four Seasons Heating and Air Conditioning for the
Weatherization Specialty Contractors**

Purpose/ Outcomes	To install HVAC specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$900,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Four Seasons Heating and Air Conditioning for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4233**

This Weatherization Services Contract (this "Contract") is entered into between **Four Seasons Heating & Air Conditioning, Inc.** ("Contractor") and Clackamas County ("County") to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders ("Work Orders") that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures ("Work") to be provided by the Contractor ("Project").

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

"Substantial Completion" means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. "Final Completion" means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors ("RFP") and any attachments and addenda thereto;
- D. Contractor's Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **Nine Hundred Thousand Dollars (\$900,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: 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 Worksite Owner and the County, 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 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: 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subcontracting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.


Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Four Seasons Heating & Air Conditioning, Inc.


Authorized Signature _____ Date 6/17/2021

Christopher Hahn / President
Name / Title Printed _____

97152
CCB License Number _____

383940-86
Oregon Business Registry Number _____

DBC/Oregon
Entity Type / State of Formation _____

Clackamas County

Chair

Recording Secretary

Approved as to from.



County Counsel 06/29/2021



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Four Seasons Heating & Air Conditioning, Inc

Representative Name and Title: Christopher Hahn / President

Signature:

Date:

6/17/21

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 **SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal



Four Seasons Heating & Air Conditioning, Inc.

CCB# 97152

Contact Person: Christopher Hahn

Chris@FourSeasonsHeatAir.com

(503) 538-1950

1005 S Industrial Pkwy

Newberg, OR 97132-7435

**Four Seasons Heating & Air Conditioning, Inc. RFP Response to:
RFP#2021-36 for Weatherization Major Measure and Specialty Contractor**

5/17/21

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Four Seasons Heating & Air Conditioning, Inc. is a heating & cooling company that focuses exclusively on providing heating and cooling services for existing homes. This includes all necessary exhaust systems, ductwork, electrical work, indoor air quality systems, gas piping, metal work, controls and other items necessary to accomplish any gas or electric furnace, air conditioner, heat pump, or ductless heat pump system.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

See the attached separate sheet of paper.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

Four Seasons Heating & Air Conditioning, Inc. which has been an Oregon CCB contractor since 1994 is solely dedicated to the installation of heating and cooling systems in residential homes. We currently install over 1,000 new heating and cooling systems in existing homes each year. We carry a 4.9/5 customer rating on Google from our customers, and a 5/5 star rating with the Energy Trust of Oregon. We work with not only PGE, but all PUDs within Clackamas County. This is all to say, we are one of the largest existing home HVAC contractors in the Portland Metro area.

4. List any applicable certifications and/or trainings.

Each of our project leads carry their refrigerant licenses, NATE certifications, PTCS certifications, and on applicable projects, their Lead Renovator Repair & Painting certifications. In addition, each technician completes the HVAC program classes offered through PCC.

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Travis Burklund, Jeremy Russel and Mike Hahn will be the primary individuals assigned to this program. Each of these employees carry their refrigerant licenses, NATE certifications, PTCS certifications, and Lead Renovator Repair & Painting certifications. Travis has been with the company for 16 years and is proficient in installation of every type of equipment we install. Jeremy is an installer and service technician who has been with Four Seasons for 6 years after working in the industry for another year prior to joining our team. Mike, in addition to being part owner in the business is capable of installation and trouble-shooting on all of the equipment we install.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Four Seasons Heating & Air Conditioning, Inc. currently has contracts with Clackamas County Weatherization, Washington County's Community Action program, and Yamhill Community Action Program. All of which offer comparable services to those provided by CCW's program. The net total of projects of this category completed on a yearly basis are as follows: 2016: 71, 2017:87, 2018:74, 2019:58, 2020: 77. In addition to this work completed for public entities, we currently have a contract with Washington County's Wood Stove Exchange program. We are very familiar with all of the practices and requirements of working with the CCW program and look forward to doing so in years to come.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

Four Seasons Heating & Air Conditioning, Inc. is an equal opportunity employer. In order to encourage a more diverse workforce, our hiring practices include writing job descriptions with inclusive language. In addition, we attempt to use hiring channels available to all candidates. In the hiring process and through continued career development, we always attempt to provide vertical and horizontal career opportunities. Diversity in thought will help us to achieve our goal to recruit, train, promote and retain our most valuable asset: our team.

Four Seasons Heating & Air Conditioning, Inc. pays for healthcare for all employees, as well as a minimum of half of their employee's family healthcare. We provide a 401K profit sharing plan with contribution matching. We provide paid vacation, paid personal time off, company vehicles for each project lead, we provide all tools for employees, pay for all trainings, uniforms and laundering services, yearly bonuses, and performance incentive programs.

Oregon CCB Number	97152
SAM.GOV Registration/DUNS Number	826459984
CCB Lead-Based Paint Renovation Contractors License Number	LBPR97152
Lead Renovation Repair and Painting Program Employee Certifications	RI-41-R009-19-62-1519, RI-41-R009-19-62-1530, RI-41-R009-19-62-1516
Employer Identification Number	93-1135757
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Tyler Spencer Address: 211 Stanley St, Amity OR 97101 Email: christinariggs25@gmail.com Telephone: 503-931-5539
	One long-term client: Name: Jennifer Woodard Address: 10097 SW Woodard Ln, Tigard OR 97223 Email: Jennifer.Woodard46@yahoo.com Telephone: 503-523-8310
	One other client: Name: Jason Nide Address: 12445 NW 28th Ave, North Plaine OR 97133 Email: jlike719@yahoo.com Telephone: 503-213-0542

Provide other relevant information, if any.

It has always been part of our ownership team's philosophy to do the right thing. In this case, we feel that helping those in our community get cost effective, reliable heating and cooling in their homes is just that. These projects we work on together help those in our community who often times would go unserved or underserved and it gives them the opportunity to continue to live in their homes instead of being forced out. We would very much love to be able to continue working with CCW in this program for years to come.

Please also note that some of the efficiency requirements like 9.5 HSPF can greatly increase the cost of the project past even 9.0 HSPF or 8.5 HSPF. If there are ever times where budget cannot allow for full cost measures and lower cost options could work within the requirements of CCW, please just ask. We are always happy to try to find a way to keep another community member healthy and safe in their homes!

Clackamas County Weatherization
104 11th Street
Oregon City, OR 97045
503-650-3335
weatherization@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> • Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 			225
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.			314
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.			650
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.			315
5	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.			55
6	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.			35
7	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.			55
8	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown. 3. New register must be installed to local mechanical code.			45

9	Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New return must be screwed to the surface. 2. New return must be white or brown. 3. New register must be installed to local mechanical code.			105
10	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident. 3. Filter cabinet must be installed to local mechanical code.			405
11	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown. 4. Filter grill must be installed to local mechanical code.			225
12	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code. 3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. <ul style="list-style-type: none"> Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500. 			89
13	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for approval. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.			89
14	Electrical Furnace Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications. 2. Inspect blower belt for wear and tension, replace as needed. 3. Oil blower motor and clean fan blades. 4. Check thermostat operation and set heat anticipator if needed. 5. Inspect wiring for frayed or burnt wiring and loose connection. 6. Test continuity for each element circuit component. 7. Check sequencer and control systems for proper operation. 8. Report findings to the Weatherization Program.			99
15	Air Conditioner/Heat Pump Tune-Up. (Bid per one) 1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM). 2. Inspect blower belt for wear and tension, replace if needed. 3. Oil blower motor and clean fan blades. 4. Clean A coil and fins, provide 2 filters. 5. Check thermostat operation and set heat anticipator if needed. 6. Test continuity for each element circuit component, if electric back up system. 7. Check sequencer and control systems for proper operation. 8. Check refrigerant pressure and charge if necessary. 9. Conduct a static pressure test. 10. Report findings to the Weatherization Program.			99

16	<p>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> The installation must meet the manufacturer's specifications, and meet local mechanical codes Conduct a static pressure test and report finding to the Weatherization Program. New installation shall include new matching indoor air handler unit. Indoor A coil, TXV valve. 10 KW back up heat strips. Insulated refrigerant lines. New 115V and 230V if needed. Permits for installation are required. Contractor must submit proof of mechanical permit with invoice in order to receive payment. Make sure back up heat source is operational prior to leaving job site. Include all parts and labor required to attach new heat pump to existing refrigerant lines. Removal of old system and Freon capture is included in price when removing and installing new HP. Seal plenum with mastic when installing new HP. Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i> 			8090
17	<p>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> include the Following Items:</p> <ol style="list-style-type: none"> Install must meet manufacturer's specifications. Minimum HSPF 9.5 EER 12.5 or higher. New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6. Indoor A coil, insulated refrigerant lines, and outdoor coil. TXV valve UL listed. Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent. 10KW back-up heat strip. Make sure back up heat source is operational prior to leaving job site. Removal and disposal of old system. All electrical connections including new 115V and 230V dedicated circuits. Seal connection to plenum with mastic when installing new system. Must Provide AHRI certificate with invoice. 			
17A	New Heat Pump Install at 1.5 tons (Bid per one)			9985
17B	New Heat Pump Install at 2.0 tons (Bid per one)			9985
17C	New Heat Pump Install at 2.5 tons (Bid per one)			10185
17D	New Heat Pump Install at 3.0 tons (Bid per one)			10785
18	<p>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</p> <ol style="list-style-type: none"> Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions. Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat. Appliance must have a HSPF of as indicated per line item. Bid includes the following: <ol style="list-style-type: none"> All refrigerant lines to each indoor head/unit. Complete charge of refrigerant lines. Line set cover to be included with the installation All electrical permits by the governing body must be included with the invoice. All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit. Level pad installed under unit. Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc. Installation of condensate system, including all drainage, and pump if needed. 			
18A	Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, minimum 11.0 HSPF (Bid per one head)			5485

18B	Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, minimum 10.0 HSPF (Bid per one head)			6245
18C	Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)			7025
18D	Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, minimum 9.0 HSPF (Bid per one head)			7025
19	Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head) Bid to Include: a. All refrigerant lines. b. Line set cover c. All necessary electrical connections and dedicated circuits. d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc. e. Installation of condensate system, including all drainage and pump if needed.			1775
20	Perform & Record Heat Rise Test on Furnace. (Bid per test) 1. Test shall be performed by taking one reading on the supply air. 2. A second test reading shall be performed on the return air. 3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly. 4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program			89
21	Perform & Record Static Pressure. (Bid per one) 1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's			189
22	Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one) 1. Air Balance a Forced Air HVAC system using a Flow Hood. 2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.			N/A
23	Remove and Replace 'A' Coil; heat pumps. (Bid per one)			1820
24	Install outdoor thermostat on existing heat pump. (Bid per one)			225
25	Install programmable thermostat (as option for all furnace types). (Bid per one) 1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.			225
26	Install a Programmable Hard wired T-Stat for mini splits (Bid per one)			520
27	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.			189
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.			562
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A
30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections.			N/A

	b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			
31	Remove and Replace Element on Electric Furnace. (Bid per element)			520
32	Remove and Replace High Limit Switch – All furnaces. (Bid per one) 1. Maximum temperature shall be no higher than 180 degrees.			271
33	Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)			271
34	Remove and Replace Furnace Transformer – All furnaces. (Bid per one)			379
35	Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)			281

Additional Details to Line Items Above, If Necessary				

Clackamas County Weatherization
104 1st Street
Oregon City, OR 97045
503-650-3335
weatherzation@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

LINE ITEM	LINE ITEM DESCRIPTION – FURNACE COMPONENTS	Bid Units	Bid Price	Total
1	Furnish & Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one) 1. Remove old thermostat. 2. Furnish new sight-impaired thermostat for furnace. 3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification. 4. Replace thermostat shall have a heat anticipator. 5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> • Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. 			225
2	Furnish & Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one) 1. Install new thermostat wiring to code. 2. New thermostat location must be code approved.			314
3	Furnish & Install Dedicated Circuit. (Bid per one) 1. Furnish and install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code. 2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.			650
4	Furnish & Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one) 1. To be installed in crawl space or attic as required by local code. 2. Bid shall include all materials and labor to install these items. 3. Must include a permit from the local building enforcement jurisdiction.			315
5	Furnish & Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot) 1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.			45
6	Furnish & Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot) 1. Furnish and install single-wall flue pipe from furnace to chimney.			N/A
7	Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door) 1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air. 2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling. 3. Sizing of combustion air grills must meet local code in effect at the time the work is being performed.			198

8	Install Outside Combustion Air to Appliance. (Bid per linear foot) 1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.			55
LINE ITEM	LINE ITEM DESCRIPTION – DUCTING COMPONENTS	Bid Units	Bid Price	Total
9	Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot) 1. Duct must be the same diameter as the supply ducts on each side of the home.			105
10	Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot) 1. Install a new supply duct run to the room needed from the main trunk or plenum.			35
11	Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot) 1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.			55
12	Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface and have a damper. 2. New register must be white or brown.			45
13	Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one) 1. New register must be screwed to the surface. 2. New register must be white or brown.			105
14	Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one) 1. Filter cabinet must be the same size as the cold air return. 2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.			405
15	Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one) 1. Filter grill must be the same size as the cold air return. 2. Contractor must install the filter in the filter grill and leave two additional filters with the resident. 3. Filter grill must be white or brown.			225
LINE ITEM	LINE ITEM DETAIL – EQUIPMENT EVALUATIONS	Bid Units	Bid Price	Total
16	Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one) 1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced. 2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500. 3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner. 4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.			89
17	Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one) 1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program. 2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder. 3. If minor repair is \$500 or less, complete the repair at the time of the visit. 4. If repair exceeds \$500 call the Weatherization Program for next steps. 5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price. 6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace.			89
LINE ITEM	LINE ITEM DETAIL – GAS FURNACE	Bid Units	Bid Price	Total

18	Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one) 1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed. 2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace. 3. Install a filter cabinet on cold air return side of the furnace, and provide 2 air filters, minimum MERV 6.			4295
19	Furnish & Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one) 1. The installation must meet the manufacturer's Specifications. 2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage). 3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.			3295
20	Furnish & Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one) Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book 1. The installation must meet the manufacturer's specifications, and meet local mechanical codes 2. This item shall include all material and labor necessary to install new furnace to code.			N/A
21	Furnish & Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one) 1. Install must meet manufacturer's specifications. 2. This item shall include all material and labor necessary to install new furnace to code.			232
22	Natural Gas Boiler Tune Up – (Bid per one)			N/A
23	Perform Gas Furnace Tune-up. (Bid per one)			99
LINE ITEM	LINE ITEM DETAIL – GAS RANGE/STOVE	Bid Units	Bid Price	Total
24	Perform Gas Range Stove Tune-Up. (Bid per one complete unit) 1. Clean burners 2. Perform carbon monoxide test on oven and burners. 3. Check for burner operation, flame color and flame rollout. 4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven			N/A
25	Furnish & Install Gas Range / Stove. (Bid per one) 1. Install to manufacturer's specifications			N/A
LINE ITEM	LINE ITEM DETAIL – MISCELLENEOUS	Bid Units	Bid Price	Total
26	Reduce fan speed on existing furnace. (Bid per one) 1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment). 2. Document test results on invoice.			189
27	Add PVC Vent Pipe – per linear foot supply and exhaust. 1. Bid to include termination to outside and all connections. 2. Includes exhaust and supply air termination in excess of 18 inches from one another.			35
28	Furnish and Install Condensate Pump. (Bid per one) 1. Bid to include all connections necessary for functional condensate system, including drainage.			562
29	Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system) 1. Install in conjunction with existing duct system, 2. Build additional ductwork per appropriate bid item. 3. Bid shall include: a. All electrical connections. b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of HRV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A

30	Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system) 1. Install in conjunction with existing duct system. 2. Build additional ductwork per appropriate bid item. 3. Bid to Include: a. All electrical connections. b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal. 4. System shall operate in conjunction with furnace air handler. 5. Contractor shall determine appropriate size of ERV based on volume of home. 6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return.			N/A
31	Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)			271
32	Remove and Replace Furnace Sequencer (Bid per one)			271
33	Remove and Replace Furnace Transformer (Bid per one)			379
34	Remove and Replace Furnace Fan Switch (Bid per one)			281

Additional Details to Line Items Above, If Necessary				

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Four Seasons Heating & Air Conditioning, Inc., Oregon
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Christopher Hahn Date: 5/11/2021
 Signature: [Signature] Title: President
 Email: chris@fourseasonshvac.com Telephone: 503-538-1450
 Oregon Business Registry Number: 383940-86 OR CCB # (if applicable): 97152

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____



FOURSEA-03

JACKIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2021

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 Hagan Hamilton Insurance PO Box 847 Mcminnville, OR 97128	CONTACT NAME:	
	PHONE (A/C, No, Ext): (503) 538-4455	FAX (A/C, No):
INSURED Four Seasons Heating And Air Conditioning, Inc. 1005 Industrial Pkwy Newberg, OR 97132	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance	NAIC # 10677
	INSURER B : SAIF	36196
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	ECP 0371156	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 EPLI \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ECP 0371156	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			ECP 0371156	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			869325	5/1/2021	5/1/2022	PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Clackamas County is listed as Additional Insured as required by written contract per the policy provisions. Coverage is primary and non-contributory.

CERTIFICATE HOLDER Clackamas County Purchasing 2051 Kaen Road Oregon City, OR 97045	CANCELLATION 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 <i>Jackie Dev</i>

July 29, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Contract with Good Energy Retrofit for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Good Energy Retrofit for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4234**

This Weatherization Services Contract (this “Contract”) is entered into between **Good Energy Retrofit LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** 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 Worksite Owner and the County, 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 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:** 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11245 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Good Energy Retrofit LLC

Christine Grube

6-13-21

Authorized Signature

Date

Christine M. Grube

Name / Title Printed

194841

CCB License Number

790523-96

Oregon Business Registry Number

DLLC/Oregon

Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.

[Signature]
County Counsel

06/29/2021



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFF throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

****Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

**Clackamas County
2017-18 Weatherization Major Measure Contractors RFP**

Submitted by:

Good Energy Retrofit, LLC
1132 SW 57th Ave.
Portland, OR 97221
503-318-1323
kris@gerpdx.com

Closing Date & Time: May 20, 2021. 2:00pm

The information contained in this entire application constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

ATTACHMENT A: Weatherization Major Measure and Specialty Contractor Proposal

Description of Firm: Founded in 2011, Good Energy Retrofit, LLC (GER) is an Oregon COBID certified woman-owned general contracting construction company. We specialize in Home Performance with Energy Star assessments and whole home energy efficiency upgrades including insulation, windows, high efficiency heating and water heating, weatherization, and electrical installations, as well as seismic retrofits and general remodeling.

Diversity & inclusion hiring practices: Not only are we a certified woman owned firm, our staff is multi-cultural. We are proud to be an Equal Employment Opportunity and Affirmative Action employer. We do not discriminate based upon race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, status as a protected veteran, status as an individual with a disability, or other applicable legally protected characteristics.

Business's experience and expertise installing weatherization measures and/or related specialty contractor services: Our business and key individuals are expert at providing building science-based home weatherization and energy efficiency retrofits. We have completed over 1,000 BPI Home Performance Assessments and hundreds of energy efficiency retrofits on homes. We have a solid portfolio of work demonstrating our understanding of important factors such as pressure differentials, moisture movement, and ventilation needs. Kris Grube, the owner of the company, has 17 years of general construction experience and 12 years' energy efficiency and weatherization experience. Ernesto Melo, our Director of Construction Services has 21 years' weatherization installer and supervisory experience.

List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training: We have all the skills to perform the County's Work Assignments, including blower door, duct and CAZ testing, as well as pressure balancing. We are skilled working on both site-built and manufactured homes. In addition to general weatherization and insulation installation expertise, Ernesto, Emiliano and Sergio are all experienced with window and EPDM installations. Additional training and certifications for each individual are listed in the following question.

Identify key individuals that would be assigned to this project and list their credentials and experience:

Kris Grube is BPI, PTCS & Lead RRP Certified. Her company has consistently maintained a 5-star Energy Trust Rating. She has owned and operated construction businesses since 2003. Her construction career began with residential remodeling in 2003 and in 2008 she began specializing in weatherization and energy efficiency. Kris provides business administration for the company.

Ernesto Melo, our on-site lead, has built a 21-year career specialized in weatherization. In 2000, he started working as an installer and in 2004 he advanced to supervisor leading crews performing high volume insulation services. He has previously worked for firms such as All-

Weatherization, Gale, and Green Energy Solutions, serving individuals and large programs such as Clean Energy Works, Multnomah County and Clackamas County. He is highly skilled using blower doors, doing duct leakage testing and other building performance diagnostic testing. He is also skilled weatherizing manufactured homes. Ernesto is a certified EPDM installer and has his Lead RRP certificate, and he has received BPI and PTCS training.

Sergio Garcia joined GER in 2021. He comes with 5 years weatherization and insulation installation experience working at Performance Insulation. He is also skilled at duct and air sealing. He is a solid addition to our team, and we are grooming him for project management. He has his Lead RRP certification.

Emilio Mejia, will also work as an on-site lead when Ernesto is not available. He has 9 years' weatherization experience and is our lead carpenter and finishing crew member. He is skilled and experienced with air and duct sealing. He is EPDM certified and has his lead RRP.

Description of services / work done for public entities of similar size within the past five (5) years: Good Energy Retrofit has been a Clackamas County Weatherization contractor since 2018 and a Multnomah County Weatherization contractor since 2019. GER was a contractor for Enhabit (formerly Clean Energy Works) for 9 years, and they provided low-income contracting services for NAYA (The Native American Youth Alliance) and The City of Portland Housing Bureau for three years. Ernesto, while working for Green Energy Solutions, was also crew supervisor for the following Low-Income County Weatherization programs: Multnomah County projects from 2011 to 2016; Washington County from 2011 to 2012; and Clackamas County from 2015 to 2016.

Oregon CCB Number: 194841

DUNS Number: 080995153

Oregon Lead Based Paint Renovation Contractors License Number: LBPR194841

Employer Identification Number: 45-2959476

Oregon Women Owned Business (OWESB) Certification Number: 7544

REFERENCES:

Jose Flores, Lead Weatherization Inspector
Multnomah County Youth & Family Services Division
421 SW Oak St, Suite 200, Portland, OR 97204
503-988-7436
Jose.flores@multco.us

Tim Miller, CEO
Enhabit
1733 NE 7th Ave, Portland, OR 97212
503.490.3014
tim.miller@enhabit.org

Eron Riddle, Community Development Project Coordinator
NAYA Family Center
WX 2.0 Project Manager
5135 NE Columbia Blvd, Portland, OR 97218
eronriddle@gmail.com

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name: GOOD ENERGY RETROFIT

#	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	\$ 850.00	\$ 500.00	\$ 1,350.00
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	\$ 950.00	\$ 550.00	\$ 1,500.00
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	\$ 750.00	\$ 450.00	\$ 1,200.00
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	\$ 700.00	\$ 550.00	\$ 1,250.00
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less	\$ 850.00	\$ 500.00	\$ 1,350.00
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	\$ 950.00	\$ 550.00	\$ 1,500.00
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with	\$ 750.00	\$ 450.00	\$ 1,200.00
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	\$ 50.00	\$ 30.00	\$ 80.00
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	\$ 50.00	\$ 30.00	\$ 80.00
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	\$ 80.00	\$ 40.00	\$ 120.00
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	\$ 80.00	\$ 40.00	\$ 120.00
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	\$ 80.00	\$ 50.00	\$ 130.00
13	Ea.	Install new exterior metal wall hood to existing bathroom	\$ 200.00	\$ 100.00	\$ 300.00
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	\$ 230.00	\$ 120.00	\$ 350.00
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	\$ 400.00	\$ 100.00	\$ 500.00

16	Ea.	Install Humidistat timer switch with multi humidity settings	\$ 400.00	\$ 100.00	\$ 500.00
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	\$ 400.00	\$ 100.00	\$ 500.00
18	Ea.	Install pig tail for kitchen range hood	\$ 550.00	\$ 100.00	\$ 650.00
					\$ -
19	Ea.	Install New pig-tail with j-box to kitchen range hood	\$ 550.00	\$ 100.00	\$ 650.00
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	\$ 80.00	\$ 50.00	\$ 130.00
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	\$ 30.00	\$ 50.00	\$ 80.00
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to	\$ 30.00	\$ 30.00	\$ 60.00
23	Ea.	Install new metal R-49 roof vent	\$ 100.00	\$ 80.00	\$ 180.00
24	Ea.	Remove and replace existing roof vent with new metal R-49	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	\$ 50.00		\$ 50.00
26	Ea.	Undercut door (up to 2’)	\$ 90.00		\$ 90.00
27	Ea.	Furnish and Install by-pass grill to door min 16”x 8”	\$ 110.00	\$ 40.00	\$ 150.00
28	Ea.	Install by-pass grill 16”x 4” – 16”x 8” in wall	\$ 110.00	\$ 40.00	\$ 150.00
29	Ea.	Install by-pass grill 10”x 4” in ceiling, to include 6” flex jump-over duct up to 10 LF.	\$ 200.00	\$ 100.00	\$ 300.00
30	Ea.	Add inline damper to existing exhaust fan 4” to 7”	\$ 180.00	\$ 70.00	\$ 250.00
31	Ea.	Install inline damper to kitchen fan or range hood.	\$ 180.00	\$ 50.00	\$ 230.00
#	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hr	Lead safe Weatherization	\$ 65.00	\$ 30.00	\$ 95.00
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	\$ 400.00		\$ 400.00
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	\$ 100.00	\$ 100.00	\$ 200.00
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	\$ 40.00	\$ 12.00	\$ 52.00

3E	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	\$ 40.00	\$ 12.00	\$ 52.00
3F	Ea.	Install fresh air 80 or 100	\$ 100.00	\$ 60.00	\$ 160.00
3E	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	\$ 0.20	\$ 0.25	\$ 0.45
#	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total
3E	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	\$ 80.00	\$ 50.00	\$ 130.00
4C	Sq.Ft.	Air sealing with 2 part foam system	\$ 1.00	\$ 1.50	\$ 2.50
4J	Sq.Ft.	Sheetrock patching	\$ 15.00	\$ 8.00	\$ 23.00
4Z	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	\$ 60.00	\$ 80.00	\$ 140.00
4E	Ea.	Seal interior plumbing penetrations when not assigned to	\$ 40.00	\$ 40.00	\$ 80.00
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	\$ 35.00	\$ 35.00	\$ 70.00
4E	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	\$ 30.00	\$ 30.00	\$ 60.00
4E	Sq.Ft.	Remove and replace existing broken IGU	\$ 18.00	\$ 42.00	\$ 60.00
4F	LF	Remove and replace glazing compound	\$ 20.00	\$ 10.00	\$ 30.00
4E	Ea.	Install door weatherstrip kit	\$ 80.00	\$ 40.00	\$ 120.00
4E	Ea.	Install new snap bead vinyl weatherstrip	\$ 80.00	\$ 30.00	\$ 110.00
5G	Ea.	Install new door threshold up to 48"	\$ 200.00	\$ 80.00	\$ 280.00
5J	Ea.	Install new door shoe up to 48"	\$ 150.00	\$ 80.00	\$ 230.00
5Z	Ea.	Install new door sweep up to 48"	\$ 40.00	\$ 50.00	\$ 90.00
5E	Ea.	Adjust existing door	\$ 100.00	\$ 50.00	\$ 150.00
5L	LF.	Block and seal knee-wall rakes	\$ 4.00	\$ 2.00	\$ 6.00
5E	LF.	Block and seal basement Rim joists	\$ 4.00	\$ 2.50	\$ 6.50
5E	LF.	Block and seal tops and bottoms of balloon framed walls	\$ 4.00	\$ 2.00	\$ 6.00
5F	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	\$ 50.00	\$ 20.00	\$ 70.00

58	Ea.	Heat producing fixtures (when not insulating attic)	\$ 20.00	\$ 20.00	\$ 40.00
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	\$ 15.00	\$ 30.00	\$ 45.00
60	Sq.Ft.	Floor patch repair and seal	\$ 40.00	\$ 30.00	\$ 70.00
61	Ea.	Replace attic access (when not insulating)	\$ 130.00	\$ 120.00	\$ 250.00
62	Ea.	Weatherstrip interior attic access (when not insulating)	\$ 30.00	\$ 30.00	\$ 60.00
63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	\$ 130.00	\$ 120.00	\$ 250.00
64	Ea.	Install thermal, air tight attic pull down enclosure	\$ 200.00	\$ 150.00	\$ 350.00
65	Ea.	Replace existing crawlspace access (when not insulating)	\$ 150.00	\$ 100.00	\$ 250.00
66	Ea.	Weatherstrip interior floor access (when not insulating)	\$ 40.00	\$ 40.00	\$ 80.00
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	\$ 80.00	\$ 80.00	\$ 160.00
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	\$ 60.00	\$ 60.00	\$ 120.00
69	Ea.	Build knee-wall access door and weatherstrip	\$ 200.00	\$ 100.00	\$ 300.00
70	Ea.	Cut in temporary access and seal upon completion	\$ 200.00	\$ 100.00	\$ 300.00
#	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	\$ 1.10	\$ 1.05	\$ 2.15
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	\$ 1.10	\$ 1.36	\$ 2.46
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	\$ 1.10	\$ 1.70	\$ 2.80
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	\$ 1.10	\$ 2.00	\$ 3.10
75	Sq.Ft.	Low clearance attic space. Labor only	\$ 0.30		\$ 0.30
76	Sq.Ft.	Floored attic areas – Labor only	\$ 0.50		\$ 0.50
77	Ea.	Cut in and install new attic access approx. 20"x30"	\$ 200.00	\$ 150.00	\$ 350.00
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	\$ 400.00	\$ 200.00	\$ 600.00
79	LF	Install 1/2" minimum plywood damming	\$ 12.00	\$ 20.00	\$ 32.00

80	LF	Install fiberglass damming	\$ 10.00	\$ 10.00	\$ 20.00
81	Ea.	Install Electrical Junction boxes to enclose flying splices	\$ 20.00	\$ 10.00	\$ 30.00
82	Sq.Ft.	Dam knob and tube wiring	\$ 20.00	\$ 10.00	\$ 30.00
83	Ea.	Install baffle to low venting	\$ 10.00	\$ 5.00	\$ 15.00
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	\$ 20.00	\$ 20.00	\$ 40.00
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	\$ 20.00	\$ 15.00	\$ 35.00
85	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	\$ 100.00	\$ 80.00	\$ 180.00
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	\$ 100.00	\$ 80.00	\$ 180.00
88	Ea.	Install extra-large gable vent 24"x30"	\$ 100.00	\$ 110.00	\$ 210.00
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	\$ 100.00	\$ 50.00	\$ 150.00
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	\$ 100.00	\$ 50.00	\$ 150.00
91	Ea.	Install roof vent R-92	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	\$ 2.50	\$ 2.00	\$ 4.50
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	\$ 1.00	\$ 0.50	\$ 1.50
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	\$ 50.00	\$ 30.00	\$ 80.00
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	\$ 20.00	\$ 30.00	\$ 50.00
95	Ea.	Rescreen existing damaged foundation vents	\$ 50.00	\$ 20.00	\$ 70.00
97	Sq.Ft.	Removal and proper disposal of existing insulation	\$ 1.20	\$ 0.10	\$ 1.30
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	\$ 0.40		\$ 0.40
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	\$ 0.50		\$ 0.50
1C0	Sq.Ft.	Install permeable air barrier	\$ 0.40	\$ 0.30	\$ 0.70
1C1	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	\$ 250.00	\$ 150.00	\$ 400.00
1C2	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	\$ 250.00	\$ 100.00	\$ 350.00

103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	\$ 250.00	\$ 100.00	\$ 350.00
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	\$ 200.00	\$ 100.00	\$ 300.00
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	\$ 1.35	\$ 1.10	\$ 2.45
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	\$ 1.25	\$ 1.45	\$ 2.70
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	\$ 1.25	\$ 1.40	\$ 2.65
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	\$ 1.25	\$ 1.50	\$ 2.75
109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	\$ 2.25	\$ 2.95	\$ 5.20
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	\$ 2.25	\$ 3.00	\$ 5.25
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4"- 2"x6"	\$ 1.20	\$ 2.20	\$ 3.40
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	\$ 1.40	\$ 4.00	\$ 5.40
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	\$ 3.00	\$ 4.50	\$ 7.50
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	\$ 3.00	\$ 4.00	\$ 7.00
Item #	Qty	MEASURE DESCRIPTION – WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	\$ 3.00	\$ 4.00	\$ 7.00
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation	\$ 1.00	\$ 1.20	\$ 2.20
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	\$ 1.10	\$ 1.50	\$ 2.60
118	Sq.Ft.	Install Tyvek/FSK or equivalent	\$ 0.40	\$ 0.40	\$ 0.80
119	Sq.Ft.	Twine only (when not insulating)	\$ 0.40	\$ 0.40	\$ 0.80
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" – 2"x6" framed cavity	\$ 2.00	\$ 2.20	\$ 4.20
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	\$ 1.40	\$ 1.73	\$ 3.13
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	\$ 1.40	\$ 2.10	\$ 3.50
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	\$ 1.40	\$ 1.60	\$ 3.00
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	\$ 1.40	\$ 1.90	\$ 3.30

125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	\$ 1.40	\$ 1.60	\$ 3 00
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	\$ 1.40	\$ 1.80	\$ 3 20
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	\$ 1.40	\$ 1.63	\$ 3 03
128	LF.	Labor only - Remove and replace shake siding	\$ 2.40		\$ 2 40
129	LF.	Labor only - Remove and replace wood siding	\$ 2.50		\$ 2 50
130	LF.	Labor only - Remove and replace vinyl siding	\$ 2.40		\$ 2 40
131	LF.	Labor only - Remove and replace aluminum/metal siding	\$ 2.50		\$ 2 50
132	LF.	Labor only - Remove and replace asphalt siding	\$ 3.50		\$ 3 50
133	LF.	Labor only - Drill wood siding that cannot be removed	\$ 3.00		\$ 3 00
134	LF.	Labor only - Drill stucco siding	\$ 3.60		\$ 3 60
135	LF.	Labor only - Drill interior walls	\$ 3.00		\$ 3 00
#	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	\$ 350.00	\$ 450.00	\$ 800.00
137	Ea.	Install new keyed alike lockset and dead bolt	\$ 130.00	\$ 70.00	\$ 200.00
138	Ea.	Install peephole	\$ 100.00	\$ 50.00	\$ 150.00
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	\$ 700.00	\$ 200.00	\$ 900.00
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	\$ 35.00	\$ 15.00	\$ 50 00
141	Both	Seal supply and return plenum in garage - when not sealing entire system	\$ 50.00	\$ 50.00	\$ 100.00
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	\$ 500.00	\$ 200.00	\$ 700.00
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	\$ 400.00	\$ 200.00	\$ 600.00
144	Ea.	Seal bare metal/connections on flex duct	\$ 35.00	\$ 20.00	\$ 55 00
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	\$ 1.70	\$ 2.00	\$ 3.70

146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	\$ 1.80	\$ 2.10	\$ 3.90
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	\$ 2.10	\$ 2.00	\$ 4.10
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	\$ 1.70	\$ 2.00	\$ 3.70
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	\$ 2.00	\$ 2.50	\$ 4.50
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	\$ 2.00	\$ 2.70	\$ 4.70
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	\$ 2.70	\$ 2.00	\$ 4.70
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	\$ 2.70	\$ 2.10	\$ 4.80
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	\$ 40.00	\$ 15.00	\$ 55.00
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	\$ 70.00	\$ 30.00	\$ 100.00
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	\$ 50.00	\$ 15.00	\$ 65.00
156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	\$ 80.00	\$ 35.00	\$ 115.00
157	Ea.	Shorten existing flex duct run	\$ 40.00	\$ 20.00	\$ 60.00
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	\$ 100.00	\$ 100.00	\$ 200.00
159	Ea.	Expose floored over register boots and install new floor register	\$ 45.00	\$ 10.00	\$ 55.00
160	Ea.	Install metal supply register	\$ 15.00	\$ 10.00	\$ 25.00

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

#	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	\$ 80.00	\$ 50.00	\$ 130.00
162	Sq.Ft.	Air sealing with 2 part foam system	\$ 1.00	\$ 1.50	\$ 2.50
163	Sq.Ft.	Sheetrock patching	\$ 15.00	\$ 8.00	\$ 23.00
164	Ea.	Seal interior plumbing penetrations when not assigned to	\$ 40.00	\$ 40.00	\$ 80.00
165	Sq.Ft.	Replace broken single pane glass	\$ 25.00	\$ 25.00	\$ 50.00

166	Sq.Ft.	Replace broken IGU	\$ 25.00	\$ 25.00	\$ 50.00
167	Ea.	Install door weatherstrip kit	\$ 85.00	\$ 60.00	\$ 145.00
168	Ea.	Install new snap bead vinyl weatherstrip	\$ 80.00	\$ 30.00	\$ 110.00
169	Ea.	Install foam weatherstrip tape	\$ 50.00	\$ 30.00	\$ 80.00
170	Ea.	Install new door threshold and door shoe	\$ 300.00	\$ 150.00	\$ 450.00
171	Ea.	Install new door sweep	\$ 60.00	\$ 50.00	\$ 110.00
172	Ea.	Adjust existing door	\$ 100.00	\$ 50.00	\$ 150.00
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	\$ 20.00	\$ 40.00	\$ 60.00
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	\$ 40.00	\$ 30.00	\$ 70.00
175	Ea.	Eliminate blend air duct from furnace	\$ 100.00	\$ 50.00	\$ 150.00
#	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	\$ 1.40	\$ 3.40	\$ 4.80
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	\$ 1.60	\$ 3.80	\$ 5.40
178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	\$ 3.50	\$ 4.70	\$ 8.20
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7" - 11" to an R-19 to R-30	\$ 3.60	\$ 4.70	\$ 8.30
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7" - 11" to an R-19 to R-30	\$ 3.70	\$ 4.80	\$ 8.50
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	\$ 3.60	\$ 4.65	\$ 8.25
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	\$ 3.65	\$ 4.80	\$ 8.45
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	\$ 1.30	\$ 2.00	\$ 3.30
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	\$ 1.30	\$ 2.20	\$ 3.50
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	\$ 1.30	\$ 2.30	\$ 3.60
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	\$ 150.00	\$ 100.00	\$ 250.00
187	Ea.	Install new R-49 to R-92 roof vent	\$ 100.00	\$ 100.00	\$ 200.00

#	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	\$ 1.60	\$ 3.60	\$ 5.20
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	\$ 1.80	\$ 3.80	\$ 5.60
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	\$ 1.60	\$ 3.60	\$ 5.20
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	\$ 1.80	\$ 3.80	\$ 5.60
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	\$ 1.80	\$ 3.80	\$ 5.60
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	\$ 1.25	\$ 1.40	\$ 2.65
194	Sq.Ft.	Install new permeable air barrier	\$ 0.40	\$ 0.30	\$ 0.70
195	Sq.Ft.	Twine to support 10" or more soft drop belly	\$ 0.90	\$ 0.10	\$ 1.00
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	\$ 10.00	\$ 10.00	\$ 20.00
197	LF.	Replace metal skirting	\$ 10.00	\$ 10.00	\$ 20.00
198	LF.	Replace wood skirting	\$ 15.00	\$ 15.00	\$ 30.00
199	Ea.	Remove existing and install new 6"x16" skirting vents	\$ 15.00	\$ 15.00	\$ 30.00
200	Ea.	Cut in and install new metal 6"x16" skirting vents	\$ 25.00	\$ 15.00	\$ 40.00
201	LF.	Extend condensate line to the outside	\$ 15.00	\$ 5.00	\$ 20.00
202	Ea.	Add new access to skirting	\$ 100.00	\$ 150.00	\$ 250.00
#	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system	\$ 550.00	\$ 200.00	\$ 750.00
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	\$ 600.00	\$ 250.00	\$ 850.00
205	Ea.	Cut in and seal plenum only	\$ 200.00	\$ 150.00	\$ 350.00
206	LF.	Duct sealing/repair branch ducts	\$ 15.00	\$ 15.00	\$ 30.00
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	\$ 15.00	\$ 19.00	\$ 34.00
208	LF.	Add new rigid metal branch duct to include; ducting, boot	\$ 25.00	\$ 25.00	\$ 50.00

209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	\$ 20.00	\$ 18.00	\$ 38.00
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	\$ 100.00	\$ 100.00	\$ 200.00
#	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	\$ 1.70	\$ 2.10	\$ 3.80
212	LF.	Install rigid foam board for support	\$ 2.00	\$ 2.00	\$ 4.00
213	Ea.	Support HVAC ducts – when no duct work called for	\$ 15.00	\$ 15.00	\$ 30.00
#	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	\$ 25.00	\$ 32.00	\$ 57.00
215	Sq.Ft.	Add safety glass to a replacement window		\$ 25.00	\$ 25.00
216	LF.	Install metal drip edge	\$ 2.00	\$ 3.80	\$ 5.30
#	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	\$ 400.00	\$ 450.00	\$ 850.00
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	\$ 400.00	\$ 500.00	\$ 900.00
219	Ea.	Install new keyed alike lockset and deadbolt	\$ 75.00	\$ 75.00	\$ 150.00
220	Ea.	Install peephole	\$ 30.00	\$ 35.00	\$ 65.00
221	Ea.	Install single lockset	\$ 50.00	\$ 50.00	\$ 100.00
#	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	\$ 150.00	\$ 100.00	\$ 250.00
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	\$ 150.00	\$ 100.00	\$ 250.00
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	\$ 35.00	\$ 45.00	\$ 80.00
225	LF.	Insulate plumbing at hot water tank with R-11– when not	\$ 5.00	\$ 5.00	\$ 10.00
226	Ea.	Repair water heater cavity door	\$ 80.00	\$ 100.00	\$ 180.00
227	Sq.Ft.	Remove existing water heater cavity door and install new	\$ 300.00	\$ 400.00	\$ 700.00
228	Ea.	Install pressure relief tube and extend to crawlspace	\$ 75.00	\$ 75.00	\$ 150.00

229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	\$ 800.00	\$ 1,100.00	\$ 1,900.00
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	\$ 900.00	\$ 1,100.00	\$ 2,000.00
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	\$ 40.00	\$ 40.00	\$ 80.00
232	Ea.	Install combustion air vent to water heater cavity floor	\$ 50.00	\$ 50.00	\$ 100.00

□
□

Client#: 168183

GOODENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Propel Insurance, Tacoma Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402. CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: patti.gradel@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, and Workers Compensation and Employers' Liability.

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

CCB #194841

CERTIFICATE HOLDER CANCELLATION

*Construction Contractors Board, PO Box 14140, Salem, OR 97309-5052. 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: Mark Davis

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Client#: 168183

GOODENER

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Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability (CPS7381220), Automobile Liability (CPS7381220), and Workers Compensation (882883).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Weatherization Services for the Community Solutions Division.

CERTIFICATE HOLDER: Clackamas County Weatherization Health, Housing & Human Services, 104 11th ST, Oregon City, OR 97045. CANCELLATION: 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: Mark Davis.

Client#: 168183

GOODENER

ACORD™

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6/14/2021

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PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Patti Gradel
	PHONE (A/C, No., Ext): 800 499-0933 FAX (A/C, No.): 866 577-1326 E-MAIL ADDRESS: patti.gradel@propelinsurance.com
INSURED Good Energy Retrofit LLC 1132 SW 57th Ave Portland, OR 97221-2506	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company NAIC # 41297
	INSURER B : SAIF Corporation 36196
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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"/> BI/FD Ded:1,000 GEN'L AGG REGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPS7381220	06/10/2021	06/10/2022	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPS7381220	06/10/2021	06/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
						\$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		882883	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Clackamas County.

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road Oregon City, OR 97045	CANCELLATION 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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2021

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INSURED: Good Energy Retrofit LLC, 1132 SW 57th Ave, Portland, OR 97221-2506
CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL: patti.gradel@propelinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

CERTIFICATE HOLDER

CANCELLATION

Energy Trust of Oregon, Inc. 421 SW Oak St., Ste 300 Portland, OR 97204
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: Mark Davis

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Green Energy Solutions for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 29, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Green Energy Solutions for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4235**

This Weatherization Services Contract (this “Contract”) is entered into between **Green Energy Solutions, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. Commercial General Liability: 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 Worksite Owner and the County, 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 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: 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Green Energy Solutions, Inc.

Jeffrey Van Dyke 6-16-2021
Authorized Signature Date

Jeffrey Van Dyke, President
Name / Title Printed

187201
CCB License Number

604302-96
Oregon Business Registry Number

DBC/Oregon
Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.

lsy 06/29/2021

County Counsel



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Green Energy Solutions, Inc.

Representative Name and Title: Jeffrey Van Dyke, President

Signature:

Date:

Jeffrey Van Dyke

6-16-2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	April 22, 2021
Protest of Specifications Deadline.....	April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- iii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal work, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 **SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

Attachment F

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: Green Energy Solutions, Inc. Oregon
(Must be entity's full/legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Jeffrey S. Van Dyke Date: 5-17-2021
 Signature: Jeffrey S. Van Dyke Title: President
 Email: jeff@nigeo.com Telephone: 503-615-4242
 Oregon Business Registry Number: _____ OR CCB # (if applicable): 187201

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Green Energy is Insulation Weatherization and energy home performance general contractor. We have been in the Business since 2009 and had an Insulation company 5J's Insulation from 2003 to 2008 when our economy crashed. We reinvented ourselves with Green Energy to include Weatherization of homes and Home Energy Performance auditing. We have worked in the low income Weatherization since 2010 first with Washington County. Presently we work with Clackamas, Multnomah and Washington Counties. My Staff is very experienced in low Income Weatherization and most have been with my company for 10 years or more.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

We hire regardless of sex race or religious belief. We have several hispanics and women working for Green Energy Solutions Inc. Our pay is above industry standards and we give yearly bonuses to all employees. In the last year we gave out 2 separate bonuses Employees get paid vacation. We offer Medical and dental Insurance through Kaiser.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

We are very experienced at installing weatherization measures. My lead foreman has been with me for almost 20 years between the 2 companies mentioned above. The rest have been with me for 10-12 years. Over the years we have done multiple trainings in weatherization through certified training organizations. Over the years we have become very proficient at Low Income Weatherization for Site framed as well as Manufactured Homes. We have good Subcontractors to do any Electrical, Plumbing, HVAC, Asbestos Abatement Etc who we have been working with 10 years or more.

4. List any applicable certifications and/or trainings.

All Installers have the OSHA 10 hour Training.

Max is certified in residential diagnostic Training from the Oregon Training Institute.

Max lead safe

Renovator.

Danny lead safe

Renovator

Jeff Van Dyke PTCS Duct Sealing

Certificates

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

Ramon Parra He is our lead supervisor 20 years in Insulation Weatherization, 10 years low Income weatherization

Max Parra Second lead. He does much of our testing, Lead, Diagnostic. Supervises helps Ramon

Danny Parra Speaks excellent English helps my Office in Translating questions the crew may have.

Jennifer Graham production manager coordinates jobs with Ramon

Molly Schrader Assistant to Jennifer Helps with the work orders and sending out Jobs.

Darren Schrader Assist with the onsite preliminary job site walk around. He then explains the job to the crew before they get there.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Washington County Low Income Program Weatherization (Community Action) 2010-2013 2019 to the present

Multnomah County Low Income Program Weatherization 2013 to the Present

Clackamas County Low Income Program Weatherization 2015 to the Present

Oregon CCB Number	187201
SAM.GOV Registration/DUNS Number	049774807
CCB Lead-Based Paint Renovation Contractors License Number	LBPR187201
Lead Renovation Repair and Painting Program Employee Certifications	r-r-74543-20-00976 R-I-41R018-01415
Employer Identification Number	
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Multnomah County Weatherization Jose Flores 421 SW Oak Street #200 Portland, Oregon 97204 Address: jose.flores@multco.us Email: 503-988-7436 Telephone:
	One long-term client: Multnomah County Weatherization Name: Jose Flores 421 SW Oak Street #200 Address: Portland, Oregon 97204 Email: jose.flores@multco.us Telephone: 503-988-7436
	One other client: Craftsman Design and Renovation, LLC Bill Myles Name: 837 Se 27th Ave Address: Portland, Oregon 97214 Email: 503-239-6200 Telephone: bill@craftsmandesign.com

Provide other relevant information, if any.

We are in the process of additional trainings for Ramon Parra our lead Supervisor.

- 1) Lead Renovator Class
- 2) PTCS Class (Duct Sealing)
- 3) Residential Diagnostic Training

There appears to be something weird going on with my references. They keep getting changes and I have typed them in 4 times so I will put my Third reference here that I us in the past 36 months. As you can see Multnomah county is in twice. I had washington county in several times but it change back to multnomah county;

Washington County Community Action
 Randy Olsen
 1001 SW Baseline Street
 Hillsboro, Oregon 97123
 wxproject@caowash.org
 503-693-3258

Revised Pricing 6/14/21

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	600	1200
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	700	700	1400
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	600	600	1200
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	700	700	1400
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	650	650	1300
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail	750	750	1500
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	600	600	1200
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	10	30	40
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	15	40	55
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	15	35	50
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	15	40	55
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	15	40	55
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	25	75	100
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	25	85	110
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	145	150	295
16	Ea.	Install Humidistat timer switch with multi humidity settings	145	120	265
17	Ea.	Install bathroom exhaust fan mechanical switch – push button or wind up	125	100	225
18	Ea.	Install pig tail for kitchen range hood	100	75	175

Remove Pricing 10/11/21

19	Ea.	Install New pig-tail with j-box to kitchen range hood	125	85	210
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	50	25	75
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	15	20	35
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style.	25	35	60
23	Ea.	Install new metal R-49 roof vent	30	30	60
24	Ea.	Remove and replace existing roof vent with new metal R-49	25	30	55
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	50	50	100
26	Ea.	Undercut door (up to 2")	25	25	50
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	40	50	90
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	50	50	100
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	75	100	175
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	50	65	115
31	Ea.	Install inline damper to kitchen fan or range hood.	50	65	115
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	60	60	120
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	50	25	75
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	50	50	100
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	10	30	40
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	10	30	40
37	Ea.	Install fresh air 80 or 100	75	100	175
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.10	.25	.35
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	25	50	75
40	Sq.Ft.	Air sealing with 2 part foam system	.50	1.15	1.65
41	Sq.Ft.	Sheetrock patching	2	2	4
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	10	30	40
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	25	25	50
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	10	10	20
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	8	8	16
46	Sq.Ft.	Remove and replace existing broken IGU	10	10	20
47	LF	Remove and replace glazing compound	5	5	10
48	Ea.	Install door weatherstrip kit	40	45	85
49	Ea.	Install new snap bead vinyl weatherstrip	25	40	65
50	Ea.	Install new door threshold up to 48"	50	60	110
51	Ea.	Install new door shoe up to 48"	50	70	120
52	Ea.	Install new door sweep up to 48"	30	40	70
53	Ea.	Adjust existing door	75	60	135
54	LF.	Block and seal knee-wall rakes	.50	.75	1.25
55	LF.	Block and seal basement Rim joists	1.50	2.00	3.50
56	LF.	Block and seal tops and bottoms of balloon framed walls	1.25	1.50	2.75
57	Ea.	All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box	25	35	60
58	Ea.	Heat producing fixtures (when not insulating attic)	15	15	30
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	100	100	200
60	Sq.Ft.	Floor patch repair and seal	2.00	4.00	6.00
61	Ea.	Replace attic access (when not insulating)	30	30	60
62	Ea.	Weatherstrip interior attic access (when not insulating)	25	25	50

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	20	30	50
64	Ea.	Install thermal, air tight attic pull down enclosure	100	175	275
65	Ea.	Replace existing crawlspace access (when not insulating)	25	30	55
66	Ea.	Weatherstrip interior floor access (when not insulating)	20	20	40
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	20	30	50
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	30	35	65
69	Ea.	Build knee-wall access door and weatherstrip	70	80	150
70	Ea.	Cut in temporary access and seal upon completion	50	80	130
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	.25	1.50	1.75
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	.30	1.70	2.00
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	.35	1.95	2.30
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	.40	2.40	2.80
75	Sq.Ft.	Low clearance attic space. Labor only	.10		.10
76	Sq.Ft.	Floored attic areas – Labor only	.20		.20
77	Ea.	Cut in and install new attic access approx. 20"x30"	50	100	150
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	70	120	190
79	LF	Install 1/2" minimum plywood damming	4	6	10
80	LF	Install fiberglass damming	2	3	5
81	Ea.	Install Electrical Junction boxes to enclose flying splices	5	5	10
82	Sq.Ft.	Dam knob and tube wiring	2	2	4
83	Ea.	Install baffle to low venting	2	4	6
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	15	30	45
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	15	30	45

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	50	75	125
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	60	95	155
88	Ea.	Install extra-large gable vent 24"x30"	70	115	185
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	25	35	60
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	25	40	65
91	Ea.	Install roof vent R-92	30	45	75
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	.50	1.05	1.55
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	.10	.10	.20
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	20	30	50
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	25	30	55
96	Ea.	Rescreen existing damaged foundation vents	10	10	20
97	Sq.Ft.	Removal and proper disposal of existing insulation	4	1	5
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	.10		.10
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	.10		.10
100	Sq.Ft.	Install permeable air barrier	.10	.20	.30
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	70	120	190
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	50	110	160
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	65	115	180
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	50	100	150
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	.50	1.45	1.95
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	.55	2.05	2.60
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	.55	1.95	2.50
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	.55	2.05	2.60

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	.75	3.00	3.75
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	.80	3.20	4.00
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	.75	2.75	3.50
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	1.00	3.50	4.50
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	1.50	3.50	5.00
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	1.00	2.75	3.75
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	1.00	4.00	5.00
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	.20	.90	1.10
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	.25	1.25	1.50
118	Sq.Ft.	Install Tyvek/FSK or equivalent	.20	.30	.50
119	Sq.Ft.	Twine only (when not insulating)	.10	.15	.25
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	1.00	2.25	3.25
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	1.00	2.50	3.50
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	1.10	2.90	4.00
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	1.00	2.25	3.25
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	1.10	2.50	3.60
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	1.00	2.25	3.25
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	1.10	2.50	3.60
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	1.00	2.50	3.50
128	LF.	Labor only - Remove and replace shake siding	1.00		1.00
129	LF.	Labor only - Remove and replace wood siding	1.00		1.00
130	LF.	Labor only - Remove and replace vinyl siding	1.20		1.20
131	LF.	Labor only - Remove and replace aluminum/metal siding	1.40		1.40
132	LF.	Labor only - Remove and replace asphalt siding	1.60		1.60

133	LF.	Labor only - Drill wood siding that cannot be removed	.50		.50
134	LF.	Labor only - Drill stucco siding	.75		.75
135	LF.	Labor only - Drill interior walls	.60		.60
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and Install new 6 panel min R-7 door dual bored	250	725	975
137	Ea.	Install new keyed alike lockset and dead bolt	50	80	130
133	Ea.	Install peephole	50	50	100
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	4600	500	9600
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	10	15	25
141	Both	Seal supply and return plenum in garage - when not sealing entire system	40	60	100
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	50	60	110
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	50	60	110
144	Ea.	Seal bare metal/connections on flex duct	10	30	40
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	.75	1.75	2.50
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	1.00	2.00	3.00
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	.75	1.75	2.50
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	.80	1.75	2.55
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	.75	1.75	2.50
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	.80	2.20	3.00
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	1.00	2.00	3.00
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	1.10	2.50	3.60
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	1.00	5.00	6.00
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	1.10	10.00	11.10
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	1.50	6.00	7.50

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	1.60	10	11.60
157	Ea.	Shorten existing flex duct run	10	10	20
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	20	100	120
159	Ea.	Expose floored over register boots and install new floor register	5	20	25
160	Ea.	Install metal supply register	15	30	45

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	25	50	75
162	Sq.Ft.	Air sealing with 2 part foam system	.50	1.50	2.00
163	Sq.Ft.	Sheetrock patching	1	2	3
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	10	20	30
165	Sq.Ft.	Replace broken single pane glass	7	15	22
166	Sq.Ft.	Replace broken IGU	10	25	35
167	Ea.	Install door weatherstrip kit	20	55	75
168	Ea.	Install new snap bead vinyl weatherstrip	20	45	65
169	Ea.	Install foam weatherstrip tape	15	40	55
170	Ea.	Install new door threshold and door shoe	30	45	75
171	Ea.	Install new door sweep	20	40	60
172	Ea.	Adjust existing door	50	60	110
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	100	100	200
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	2	4	6
175	Ea.	Eliminate blend air duct from furnace	50	75	125
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	.75	4.25	5.00
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	.85	5.35	6.20

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	1.50	6.30	7.80
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.50	6.80	8.30
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.50	7.90	9.40
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	1.10	6.90	8.00
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	1.10	7.55	8.65
133	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	.35	1.15	1.50
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	.35	1.25	1.60
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	.40	1.50	1.90
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	25	45	70
187	Ea.	Install new R-49 to R-92 roof vent	25	40	65
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	.75	3.80	4.55
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	.85	4.75	5.60
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.00	4.80	5.80
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.00	5.80	6.80
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.00	4.80	5.80
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	1.00	5.80	6.80
194	Sq.Ft.	Install new permeable air barrier	.15	.25	.40
195	Sq.Ft.	Twine to support 10" or more soft drop belly	.10	.15	.25
195	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	2.00	2.50	4.50
197	LF.	Replace metal skirting	5	15	20
198	LF.	Replace wood skirting	5	15	20
199	Ea.	Remove existing and install new 6"x16" skirting vents	15	30	45
200	Ea.	Cut in and install new metal 6"x16" skirting vents	20	30	50
201	LF.	Extend condensate line to the outside	1	2	3

202	Ea.	Add new access to skirting	50	100	150
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	350	450	800
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	450	500	950
205	Ea.	Cut in and seal plenum only	25	50	75
206	LF.	Duct sealing/repair branch ducts	2	6	8
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	2	8	10
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	2	6	8
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	1.50	3.00	4.50
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	50	65	115
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	.30	1.10	1.40
212	LF.	Install rigid foam board for support	1.00	1.50	2.50
213	Ea.	Support HVAC ducts – when no duct work called for	.10	.50	.60
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	10	50	60
215	Sq.Ft.	Add safety glass to a replacement window	2	6	8
216	LF.	Install metal drip edge	1	6	7
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	200	1400	1600
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	200	1600	1800
219	Ea.	Install new keyed alike lockset and deadbolt	30	70	100
220	Ea.	Install peephole	20	40	60
221	Ea.	Install single lockset	15	20	35

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	20	80	100
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	15	50	75
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	20	100	120
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	2	3	5
226	Ea.	Repair water heater cavity door	75	100	175
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	25	75	100
228	Ea.	Install pressure relief tube and extend to crawlspace	25	80	105
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	300	700	1000
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	300	700	1000
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	50	100	150
232	Ea.	Install combustion air vent to water heater cavity floor	30	35	65

July 29 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Richart Family, Inc. for the
Weatherization Major Measure Contractors**

Purpose/ Outcomes	To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services.
Dollar Amount and Fiscal Impact	Total contract value is \$1,050,000.00
Funding Source	Oregon Housing and Community Services
Duration	Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.
Previous Board Action	None
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy, secure communities
Counsel Review	June 30, 2021 Counsel Initials: AN
Procurement Review	Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Contact Person	Korene Mather, Weatherization Services Program Manager 971-806-7413

BACKGROUND:

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Richart Family, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT
MAJOR MEASURE CONTRACTORS
Contract #4236**

This Weatherization Services Contract (this "Contract") is entered into between **Richart Family, Inc.** ("Contractor") and Clackamas County ("County") to provide weatherization services for the Children, Family and Community Connections Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders ("Work Orders") that are issued to Contractor throughout the term of this Contract. Each Work Order Scope of Work shall detail the specific weatherization measures ("Work") to be provided by the Contractor ("Project").

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2023**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the key dates identified in each Work Order.

"Substantial Completion" means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order, or any designated portion thereof, as having reached that state of completion when it may be used or occupied for its intended purposes. "Final Completion" means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2021-36– Weatherization Major Measure Contractors ("RFP") and any attachments and addenda thereto;
- D. Contractor's Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed **One Million Fifty Thousand Dollars (\$1,050,000.00)**. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County's obligation to pay, all invoices for payment shall be approved by the County.

- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, invoice for payment will be accepted only for measures that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made. Contractor shall immediately make the necessary repairs.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has

against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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, subcontractors, or agents.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements

- A. **Commercial General Liability:** 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 Worksite Owner and the County, 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 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:** 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 Worksite Owner and the County, its 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 County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) 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 Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County 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 the coverage's retroactive date is on or before the effective date of this Contract.

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. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from

those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

Section 19. Claims Review Process: A "Claim" means a demand by Contractor pursuant to this Section for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this

Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.

- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the

Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subcontracting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer

time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 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 immediately terminated by the County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 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).

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

Section 31. Constitutional Debt Limitation: 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.

Section 32. 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. The United States Government, the State of Oregon, and County and their 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.

Section 33. 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 County 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Clean Air Act. During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying. Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Section 41. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

Section 42. Further Assurances. Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

Section 43. 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, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Richart Family, Inc.

Clackamas County



Authorized Signature

Date

Chair

CHRIS ROBINSON - WEATHERIZATION
OPS. MANAGER

Name / Title Printed

Recording Secretary

50439

CCB License Number

Approved as to from.

028372-84

Oregon Business Registry Number



06/30/2021

FBC/Oregon

Entity Type / State of Formation

County Counsel



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: RICHART FAMILY LLC.

Representative Name and Title:
CHRIS ROBINSON - WEATHERIZATION OPERATIONS MANAGER

Signature:

Date:

Chris Robinson

6/11/2021

**Request for Proposals #2021-36
Weatherization Major Measure Contractors (“RFP”)
Published April 22, 2021**



REQUEST FOR PROPOSALS #2021-36

FOR

WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARTHA SCHRADER, Commissioner
MARK SHULL, Commissioner**

**Gary Schmidt
County Administrator**

**Ryan Rice
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: May 20, 2021

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued..... April 22, 2021
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....May 20, 2021, 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 Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

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 emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 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, Veteran 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

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

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

3.2.1. SPECIAL CONSIDERATIONS

Program Goals and Expectations:

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

- All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements.
- The County must follow these policies and procedures when determining which projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

3.3. SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

3.3.2 Assigned Work

Actual work, if any, will be awarded as follows:

- 1 County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
- 2 The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
- 3 County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
- 4 Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
- 5 Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
- 6 In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
- 7 Contractors may receive WOs that do not require specialized certifications.
- 8 Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

3.3.3. Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4. Target Population Served

The target populations to be served by this RFP are low-income households residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

3.3.5. Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6. Funding

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

3.3.7. Technical Training

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or based on Contractor performance.

3.4. SCOPE OF SERVICES

3.4.1. General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturer's names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with:

- i. All Federal statutes relating to nondiscrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin;
 - Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex;
 - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
 - Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities;
 - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
 - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more;
- ii. The provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractors must be registered with the Federal System for Award Management and may not be debarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2. Price Escalation/ De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3. Hazardous Materials

All material that include solvents, paint, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et. seq. with product identifier, a signal word, hazard statement, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et. seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4. Disqualification

Should a Contractor become disqualified from performing work, the Contractor is required to:

- Immediately stop all associated County work activity; and
- Notify Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

3.4.4.1. Licensing/Endorsements/Disqualification

Oregon Construction Contractors Board (CCB)

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law, individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and/or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement (<https://www.oregon.gov/CCB/Pages/index.aspx>).

3.4.4.2. SAM Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.4.3. Lead Safe Weatherization

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. Proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification must be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

3.5. Required Contractor Vendor Workshop/Training

All awarded contractors are required to attend and complete a **virtual** vendor workshop prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Services Program Overview
- Staff Contacts and Roles
- Work Order Process and Change Orders
- Inspections and Project Expectations
- Billing, Invoices and Payments

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

3.6. Specifications

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.7. Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

- There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.
- County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.8. Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.9. Major Measures

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

3.10. Performance Measures and Performance Reporting

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and/or requirements.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection by the County.

Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.11. Contract Term

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

3.12. Work Site Safety Requirements

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501>]

3.13. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

3.14 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.

**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 (Attachment A)	0-40
Price Sheets (Attachment B, C1/C2, D, or E)**	0-60
Total available points	0-100

**** Applicants may submit price sheets for multiple specialties, if applicable.**

4.3 SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected 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 must 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.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
 - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
 - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
 - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
 - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
 - Identify key individuals that would be assigned to this project and list their credentials/experience.
 - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
 - Oregon CCB Number
 - SAM.GOV registration/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - Lead Renovation Repair and Painting Program Employee Certifications
 - Employer Identification Number
 - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
 - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix I Weatherization Major Measure Line Items Descriptions to help determine pricing.*
 - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
 - Proposal Certification.

Contractor's Proposal

ATTACHMENT A

Weatherization Major Measure and Specialty Contractor Proposal Template

Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.

1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.

Richart Family Inc. was established as a licensed General Contractor in the State of Oregon in 1986 and in Washington State in 1981. Our weatherization department specializes in single and multi-family Weatherization Assistance Programs (WAP) work in Washington and Oregon. We remain fully equipped to perform all measures defined in the OECA field guide and standards. We do not distract our mission in this department by taking on new construction insulation or other types of weatherization work. This narrow focus and specialization sets us apart from other companies as we remain committed to the high standards and specialized service WAP programs require.

RFI has an electrical contracting department which was added to our business in 2003. We are licensed in Washington and Oregon. Robert Richart is our electrical administrator and his department has been serving electrical needs on weatherization projects for almost 20 years. We presently employ six electricians, a section of these are licensed Oregon Journeymen or apprentices. All of our Journeymen have performed electrical measures required within WAP contracts.

RFI also has a full service construction/remodeling department. All journey level carpenters we currently employ have years of WAP weatherization, one of them formally held BPI certification. Although most to all WAP related carpentry and repair work is performed from within our weatherization department, this additional depth and capability is available if needed.

Plumbing, HVAC, and other specialty services are provided when needed by our subcontractor partners that we have had long standing working relationships with and are familiar with our process.

2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.

RFI is committed to equal employment opportunities for all employees regardless of race, color, citizenship status, national origin, ancestry, gender, gender identity, genetic information, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, HIV or AIDs status, or any other factor protected by local, state, or federal law. This policy applies to all parts of the employment experience, including recruitment, hiring, compensation, layoff, discharge, training, and all other terms, conditions, or privileges of employment.

Many years of hard work allow RFI to provide sustainable benefits with a hope of encouraging long term employment. Some benefits were more recently instituted and continued effort will seek expand through profit investment. Benefits currently include, medical/dental insurance for employee/family, paid holidays, paid time off, vacation pay accrual, 4% match on 401k program, and long term disability coverage.

We are committed to the development and care of our internal customers, our employees. These are the people that make our organization what it is. We seek professional growth opportunity and a career path for each willing and committed individual we have the privilege to employ. We value ethical decision making, teamwork, diversity, inclusion, integrity, and accountability. Our work family humbly takes great pride in the work we do.

3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).

RFI has produced an average of 360 WAP weatherization residential living units per year since 2012. In the year of 2011, ARRA spiked WX production, and RFI production exceeded 1,000 living units. RFI performs all of the line items listed in the RFP on a daily basis for many agencies it serves including Clackamas County.

Our ever evolving Bookkeeping, Administrative, and Production teams have been working with WAP programs for their entire career at RFI. The processes we practice daily and the people who perform them have helped us maintain our longest term WX contract for nearly 30 years. We believe the refinement of process over time is key to the success of Contract and Work Load Management.

RFI has developed and uses a Master Scheduling process similar to that of a manufacturing plant where production metrics are continuously formulated to manage resource. Systems of interacting spreadsheets allow for organization of work under contract once project estimates align with the agency and notices to proceed are issued. Additionally, HR and hard assets are allocated in a metered fashion to produce the required work load in the time frame necessary to fulfill contract obligations.

4. List any applicable certifications and/or trainings.

- Oregon CCB License- ATTACHED
- Sam.gov/DUNS Number-ATTACHED
- CCB Lead based paint Renovation contractor's license number- ATTACHED
- Lead Renovators certifications- ATTACHED (More certification copies available upon request)
- Employer identification number- 91-1225032
- Other appropriate licenses- Will obtain proper city licenses per project

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

The following Managers, Technicians, and Bookkeeping/Administrative Project Team is designated to provide the required Professional, Technical, and Expert Services.

Contract Manager

Rick Richart

Contract Management Assistant & RFI Weatherization Operations Manager

Chris Robinson (13 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Designated Clackamas County Weatherization Project Manager

Stephen Threatt (17 years employed at RFI. BPI, Weatherization Journeyman) Stephen is the current RFI Project Manager for this program and is selected to continue if awarded.

Primary Designated Crew Members for Clackamas County Weatherization

Donny Nichols (Project Manager in training, Crew Leader, 5 years employed at RFI)
Keith Olsen (Crew Leader 6 years employed at RFI. BPI and Weatherization Journeyman)
Jesus Dominguez (Crew Leader 13 years employed at RFI. Weatherization Journeyman)
Heladio Cardenas-Gonzales (Crew Leader 5 years employed at RFI. Weatherization technician)
Garrett Sturdevant (3 years employed at RFI. Weatherization technician)
Alberto Gallegos (Crew Leader 3 years employed at RFI. Weatherization technician)
David McGraw (3 years employed at RFI. Weatherization Apprentice)
Emmett Axling (4 months employed at RFI. Weatherization Apprentice)
Alejandro Ortiz (2 months employed at RFI. Weatherization Apprentice)
Kenlee Huston (2 weeks employed at RFI. Weatherization Apprentice)
Giovanni Scarpelli (1 week employed at RFI. Weatherization Apprentice)

Bookkeeping and Administrative Team

Lulu Handy (30 years employed at RFI. Office and Bookkeeping Manager. A/R, A/P, Financial Reports, Taxes. Liaison to CPA)
Haley Richart (12 years employed at RFI. Intake, Payroll and Benefits, Safety, Misc. Administrative duties)
Missy Richart (39 years employed at RFI. Administrative Assistant)
Melissa Sitmann (3 years employed at RFI. Bookkeeping and Administrative Assistant)
Olivia Sefton (2 years employed at RFI. Bookkeeping and Administrative Apprentice)

These folks take care of job intake and set up, file maintenance, accounts receivable, customer service, agency and client care, certified payroll, Intents and affidavits, and all bookkeeping. This team is specially trained in the requirements, processes, and care specific to WAP agency weatherization work and their clients.

Additional Available Project Team Members

Frank Bourn (25 years employed at RFI, BPI –QCI, Crew Lead, Weatherization Journeyman)
Mike McMahon (11 years employed at RFI. BPI. Crew Lead, Weatherization Journeyman)
Jon Coverdale (11 years employed at RFI. BPI, Crew Lead Weatherization Journeyman)
Travis Rains (6 years employed at RFI. Weatherization Journeyman)
Craig Brundle (5 years employed at RFI. Weatherization Journeyman)
Matt Welch (3 years employed at RFI. Weatherization Apprentice)
Carlos Mendoza (2 years employed at RFI. Weatherization Apprentice)
J.D. Deherrera (5 years employed at RFI. Crew lead Weatherization technician)
Cristian Estrada (4 years employed at RFI. Crew lead Weatherization technician)
Dylan Chavez (2 years employed at RFI. Weatherization Apprentice)
Eric Luna (2 years employed at RFI. Weatherization Apprentice)

All of these additional team members are specifically trained as WAP Weatherization technicians. Some have abundant experience on Clackamas County jobs and are familiar with the Counties best practices

and process. Many work out of RFI's Vancouver location dispatching to other nearby WAP agency projects. These technicians, crew leads, and managers provide depth and reserve capacity.

6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.

Our experience in WAP/OWAP contracts include contracts for single family site built, mobile home, and multi-family weatherization work with the following agencies over our history; *Clackamas County Oregon, Clark County, Multnomah County Oregon, Lower Columbia in Longview, King County Housing Authority, City of Seattle, Opportunity Industrialization Center in Yakima, Northwest Community Action Center in Toppenish, Coastal Cap of Aberdeen WA, Oly-Cap of Port Angeles WA, Hope Source of Ellensburg WA, CAC of Whitman County WA, WAGAP, Washington Department of Commerce, CAO of Washington County Oregon, Neighbor Impact of central Oregon.* In the past twelve months we have served the agencies above listed in *italic*. Some of these are inactive at the time of this RFP. We are actively working with Nine (9) of these agencies at the time of this RFP.

Our construction/ remodeling department has been awarded projects from both Home Forward in Multnomah County and Vancouver Housing Authority. These projects were large apartment renovations mostly comprised of installing envelop systems, weatherization, interior upgrades, decks, and fencing.

Oregon CCB Number	50439
SAM.GOV Registration/DUNS Number	057679862
CCB Lead-Based Paint Renovation Contractors License Number	LBPR50439
Lead Renovation Repair and Painting Program Employee Certifications	ATTACHED
Employer Identification Number	91-1225032
References: Provide three (3) references for clients your firm has served in the past three (3) years	One client that has engaged the firm in the past 36 months: Name: Clark County Community Development Weatherization Mike Selig-Program Coordinator mike.selig@clark.wa.gov Address: 360-397-2375 Ext 4540 1300 Franklin, Vancouver WA Email: Telephone:
	One long-term client: Clark County Community Development Weatherization Name: Mike Selig-Program Coordinator mike.selig@clark.wa.gov Address: 360-397-2375 Ext 4540 1300 Franklin, Vancouver WA Email: Telephone:
	One other client: Opportunities Industrialization Center of Washington Name: Joe Sanchez- Housing Director jo.s@yvoic.org Address: 509-452-2840 (Office) Email: 1419 Hathaway, Yakima WA Telephone:

Provide other relevant information, if any

One client that has engaged the firm in the past 36 months:
Coastal Community Action Program
Jim Volz- QCI Auditor
jimv@coastalcap.org
360-500-4506 (office)
117 E Third Aberdeen WA

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name:

Item #	Qty.	MEASURE DESCRIPTION - ASHRAE	Labor	Material	Total
1	Ea.	Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	598.14	391.09	989.23
2	Ea.	Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	598.14	391.09	989.23
3	Ea.	Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone	598.14	443.00	1041.14
4	Ea.	Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant	598.14	443.00	1041.14
5	Ea.	Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones	534.09	476.17	1010.26
6	Ea.	Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones - to include pig tail	562.44	476.17	1038.61
7	Ea.	Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper	534.09	361.51	895.60
8	LF	Vent existing bathroom exhaust fan using 4" to 6" vent pipe	10.63	15.32	25.95
9	LF	Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe	10.63	15.32	25.95
10	LF	Vent existing kitchen range hood using 5" to 8" vent pipe	12.40	16.38	28.78
11	LF	Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe	12.40	16.38	28.78
12	LF	Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe	9.45	12.84	22.29
13	Ea.	Install new exterior metal wall hood to existing bathroom exhaust vent	56.68	76.47	133.15
14	Ea.	Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)	56.68	66.49	123.17
15	Ea.	Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch	139.80	82.73	222.53
15	Ea.	Install Humidistat timer switch with multi humidity settings	139.80	82.73	222.53
17	Ea.	Install bathroom exhaust fan mechanical switch - push button or wind up	139.80	58.90	198.70
13	Ea.	Install pig tail for kitchen range hood	97.03	42.25	139.28

19	Ea.	Install New pig-tail with j-box to kitchen range hood	181.98	67.60	249.58
20	Per 100 CFM	ASHRAE air sealing-when not assigned to major measure	76.62	17.03	93.65
21	LF	Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.	7.08	5.60	12.74
22	Ea.	Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure Hood is to be louvered style.	56.68	42.97	99.65
23	Ea.	Install new metal R-49 roof vent	70.85	62.11	132.96
24	Ea.	Remove and replace existing roof vent with new metal R-49	70.85	62.11	132.96
Item #	Qty	MEASURE DESCRIPTION – PRESSURE BALANCING	Labor	Material	Total
25	Hourly	Pressure balancing	76.62	0.00	76.62
26	Ea.	Undercut door (up to 2")	43.88	0.00	43.88
27	Ea.	Furnish and Install by-pass grill to door min 16"x 8"	56.68	51.58	108.26
28	Ea.	Install by-pass grill 16"x 4" – 16"x 8" in wall	56.68	41.37	98.05
29	Ea.	Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.	113.35	128.48	241.83
30	Ea.	Add inline damper to existing exhaust fan 4" to 7"	56.68	31.25	87.93
31	Ea.	Install inline damper to kitchen fan or range hood.	56.68	31.25	87.93
Item #	Qty	MEASURE DESCRIPTION – HEALTH & SAFETY	Labor	Material	Total
32	Hour	Lead safe Weatherization	76.62	11.79	88.41
33	Project	Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.	102.33	0.00	102.33
34	Ea.	Install critical barrier over confirmed/presumed asbestos duct bands	COST + 20% ₀	COST + 20% ₀	COST + 20% ₀
35	LF.	Install combustion air vent to air tight wood stove or pellet stove	7.08	4.67	11.78
36	LF.	Install combustion air for non-air tight combustion appliance to the outdoors	7.08	8.72	15.80
37	Ea.	Install fresh air 80 or 100	85.02	104.76	189.78
38	Sq.Ft.	Install new 6-mil ground cover (if no floor insulation called for)	.20	.18	.38
Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Material	Total

39	100 cfm	Blower door directed air sealing - per 100 cfm reduction.	76.62	17.03	93.65
40	Sq.Ft.	Air sealing with 2 part foam system	.57	2.38	2.95
41	Sq.Ft.	Sheetrock patching	28.34	5.92	34.26
42	Sq.Ft.	Chimney chase way/s if opening is over 2 sq.ft.	7.02	12.05	19.07
43	Ea.	Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft.	18.76	8.67	27.43
44	Sq.Ft.	Remove and replace existing broken single pane glass from a <u>wood sash</u>	18.06	10.18	28.24
45	Sq.Ft.	Remove and replace existing broken glass in <u>aluminum sash</u>	18.06	10.18	28.24
46	Sq.Ft.	Remove and replace existing broken IGU	12.58	11.49	24.07
47	LF	Remove and replace glazing compound	4.04	1.70	5.80
48	Ea.	Install door weatherstrip kit	56.68	40.05	96.73
49	Ea.	Install new snap bead vinyl weatherstrip	56.68	31.11	87.79
50	Ea.	Install new door threshold up to 48"	56.68	25.92	82.60
51	Ea.	Install new door shoe up to 48"	56.68	20.11	76.79
52	Ea.	Install new door sweep up to 48"	28.34	9.39	37.73
53	Ea.	Adjust existing door	170.03	104.10	274.13
54	LF.	Block and seal knee-wall rakes	5.32	4.10	9.42
55	LF.	Block and seal basement Rim Joists	2.37	4.10	6.47
56	LF.	Block and seal tops and bottoms of balloon framed walls	1.42	2.12	3.54
57	Ea.	All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box	28.34	21.13	49.47
58	Ea.	Heat producing fixtures (when not insulating attic)	42.51	16.85	59.36
59	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	95.98	47.77	143.75
60	Sq.Ft.	Floor patch repair and seal	23.66	15.70	39.36
61	Ea.	Replace attic access (when not insulating)	113.35	75.73	189.08
62	Ea.	Weatherstrip interior attic access (when not insulating)	56.68	40.15	96.83

63	Ea.	Repair and weatherstrip interior attic access (when not insulating)	113.35	75.73	189.08
64	Ea.	Install thermal, air tight attic pull down enclosure	283.40	313.01	596.41
65	Ea.	Replace existing crawlspace access (when not insulating)	113.35	85.20	198.55
66	Ea.	Weatherstrip interior floor access (when not insulating)	56.68	30.00	86.68
67	Ea.	Repair and weatherstrip interior floor access (when not insulating)	85.02	81.85	166.87
68	Ea.	Weatherstrip interior knee-wall access door (when not insulating)	85.02	57.18	142.20
69	Ea.	Build knee-wall access door and weatherstrip	113.35	135.76	249.11
70	Ea.	Cut in temporary access and seal upon completion	113.35	46.58	159.93
Item #	Qty	MEASURE DESCRIPTION – CEILING INSULATION	Labor	Material	Total
71	Sq.Ft.	Install R-19 blown in fiberglass insulation	.95	.81	1.76
72	Sq.Ft.	Install R-27 blown in fiberglass insulation	.97	1.04	2.01
73	Sq.Ft.	Install R-38 blown in fiberglass insulation	.99	1.41	2.40
74	Sq.Ft.	Install R-49 blown in fiberglass insulation	1.01	1.86	2.87
75	Sq.Ft.	Low clearance attic space. Labor only	.23	0.00	.23
76	Sq.Ft.	Floored attic areas – Labor only	1.47	0.00	1.47
77	Ea.	Cut in and install new attic access approx. 20"x30"	141.70	110.21	251.91
78	Ea.	Seal off existing attic access and install new approx. 20"x30"	255.05	147.95	403.00
79	LF	Install 1/2" minimum plywood damming	7.09	5.88	12.97
80	LF	Install fiberglass damming	3.54	3.09	6.63
81	Ea.	Install Electrical Junction boxes to enclose flying splices	84.34	16.90	101.24
82	Sq.Ft.	Dam knob and tube wiring	.38	1.03	1.41
83	Ea.	Install baffle to low venting	5.07	2.77	8.44
84	Ea.	Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent	27.84	10.14	37.98
85	Ea.	Install soffit vent 4"x16", 6"x 16" or 8"x16"	28.07	11.76	39.83

86	Ea.	Install gable vent 8"x12", 8"x16" or 12"x12"	98.24	71.25	169.49
87	Ea.	Install large gable vent 12"x18", 14"x24" or 18"x24"	98.24	87.00	185.24
88	Ea.	Install extra-large gable vent 24"x30"	120.02	112.35	238.37
89	Ea.	Install metal roof vent R-50 (Only Metal vents are acceptable).	56.08	57.88	114.50
90	Ea.	Install metal roof vent R-49 (Only Metal vents are acceptable).	56.08	57.88	114.50
91	Ea.	Install roof vent R-92	56.08	38.19	94.87
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Material	Total
92	LF	Install Water Pipe Insulation (when not insulating)	2.26	.37	2.63
93	Sq.Ft.	Twine existing floor insulation (when not insulating)	.57	.04	.61
94	Ea.	Install new metal 6"x16" or 8"x16" foundation vents	42.51	27.58	70.09
95	Ea.	Remove existing and install new 6"x16" or 8"x16" foundation vents.	42.51	27.58	70.09
95	Ea.	Rescreen existing damaged foundation vents	45.39	10.14	55.53
97	Sq.Ft.	Removal and proper disposal of existing insulation	.52	0.00	.52
98	Sq.Ft.	Labor only- to install floor insulation on irregular joist spacing	.17	0.00	.17
99	Sq.Ft.	Labor only- to install floor insulation where clearance is less than 18"	.22	0.00	2.22
100	Sq.Ft.	Install permeable air barrier	.57	.35	.92
101	Ea.	Seal off existing interior crawlspace access and install new approx. 20"x30"	170.03	67.67	237.70
102	Ea.	Cut in and install new interior crawlspace access approx. 20"x30"	141.70	58.77	200.47
103	Ea.	Seal off existing exterior crawlspace access and install new approx. 20"x30"	170.03	95.97	266.00
104	Ea.	Cut in and install new exterior crawlspace access approx. 20"x30"	141.70	95.97	237.67
105	Sq.Ft.	Install R-11 unfaced fiberglass batt insulation to existing insulation	1.33	1.00	2.33
106	Sq.Ft.	Install R-15 faced fiberglass batt insulation	1.33	1.65	2.98
107	Sq.Ft.	Install R-25 faced fiberglass batt insulation	1.33	1.58	2.91
108	Sq.Ft.	Install R-30 faced fiberglass batt insulation	1.33	1.73	3.06

109	Sq.Ft.	Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house.	2.39	2.53	4.92
110	Sq.Ft.	Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house.	2.39	3.15	5.54
111	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"	2.25	2.63	4.88
112	Sq.Ft.	Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"	2.70	3.88	6.58
113	Sq.Ft.	Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood	6.29	5.20	11.49
114	Sq.Ft.	Block and blow up to R-30 closed bump-out	4.98	4.50	9.48
Item #	Qty	MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS	Labor	Materials	Total
115	LF.	Install insulation blocks; rim joist/rakes/knee wall/pony wall	2.84	3.64	6.48
116	Sq.Ft.	Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall	1.21	1.18	2.39
117	Sq.Ft.	Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation	1.21	2.06	3.27
118	Sq.Ft.	Install Tyvek/FSK or equivalent	.57	.36	.93
119	Sq.Ft.	Twine only (when not insulating)	.45	.04	.49
120	Sq.Ft.	Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity	.91	1.71	2.62
121	Sq.Ft.	Install high density R-13 cellulose insulation in 2"x4" framed cavity	.91	.99	1.90
122	Sq.Ft.	Install high density R-25 cellulose insulation in 2"x6" framed cavity	1.12	1.32	2.44
123	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x4" framed cavity	.91	.99	1.90
124	Sq.Ft.	Install cellulose insulation <u>not</u> high density 2"x6" framed cavity	.91	1.32	2.44
125	Sq.Ft.	Install high density cellulose insulation in 2"x4" in cavity with existing insulation	.91	.99	1.90
126	Sq.Ft.	Install high density cellulose insulation in 2"x6" in cavity with existing insulation	.91	1.32	2.44
127	Sq.Ft.	Install high density R-13 fiberglass insulation in 2"x4" framed cavity	.91	.99	1.90
128	LF.	Labor only - Remove and replace shake siding	3.65	0.00	3.65
129	LF.	Labor only - Remove and replace wood siding	4.54	0.00	4.54
130	LF.	Labor only - Remove and replace vinyl siding	3.65	0.00	3.65
131	LF.	Labor only - Remove and replace aluminum/metal siding	4.54	0.00	4.54
132	LF.	Labor only - Remove and replace asphalt siding	6.80	0.00	6.80

133	LF.	Labor only - Drill wood siding that cannot be removed	3.65	0.00	3.65
134	LF.	Labor only - Drill stucco siding	6.80	0.00	6.80
135	LF.	Labor only - Drill interior walls	4.54	0.00	4.54
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
136	Ea.	Remove existing door and install new 6 panel min R-7 door dual bored	283.40	501.76	785.16
137	Ea.	Install new keyed alike lockset and dead bolt	33.14	25.35	58.49
138	Ea.	Install peephole	14.17	21.97	36.14
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION	Labor	Material	Total
139	Per system	Duct seal entire heating supply and cold air return system	453.43	91.92	545.35
140	Ea.	Seal all supply and return boots at registers - when not sealing entire system	14.17	3.42	17.59
141	Both	Seal supply and return plenum in garage - when not sealing entire system	28.34	15.00	43.34
142	Ea.	Seal supply/return plenum in crawlspace - when not sealing entire system	14.17	15.00	29.17
143	Ea.	Seal supply/return plenum in attic - when not sealing entire system	14.17	15.00	29.17
144	Ea.	Seal bare metal/connections on flex duct	9.46	5.23	14.69
145	Sq.Ft.	Insulate ducts using R-11 vinyl wrap insulation	2.15	1.53	3.68
146	Sq.Ft.	Insulate ducts using R-19 vinyl wrap insulation	2.15	2.10	4.25
147	Sq.Ft.	Insulate supply/return plenum in garage R-11 vinyl wrap insulation	2.15	1.53	3.68
148	Sq.Ft.	Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation	2.15	1.53	3.68
149	Sq.Ft.	Insulate bare metal/connections on flex duct R-11	2.84	1.53	4.37
150	Sq.Ft.	Insulate bare metal/connections on flex duct R-19	2.84	2.10	4.94
151	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation	2.84	1.53	4.37
152	Sq.Ft.	Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation	2.84	2.10	4.94
153	LF.	Add ducting to existing system and seal – to include boots 6", 7" or 8"	7.09	12.22	19.31
154	LF.	Add ducting to existing system and seal – to include boots 10", 12" or 14"	7.09	15.30	22.39
155	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"	8.86	12.22	21.08

156	LF.	Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14"	8.80	15.30	24.10
157	Ea.	Shorten existing flex duct run	42.51	0.00	42.51
158	Ea.	Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"	85.02	109.85	194.87
159	Ea.	Expose floored over register boots and install new floor register	84.18	20.28	104.46
160	Ea.	Install metal supply register	19.76	16.17	35.93

MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES

Item #	Qty	MEASURE DESCRIPTION – AIR INFILTRATION	Labor	Materials	Total
161	Per 100 CFM	Blower door directed air sealing - price per 100 cfm reduction.	76.62	17.03	93.65
162	Sq.Ft.	Air sealing with 2 part foam system	.57	2.38	2.95
163	Sq.Ft.	Sheetrock patching	28.34	5.92	34.26
164	Ea.	Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft.	18.47	8.96	27.43
165	Sq.Ft.	Replace broken single pane glass	18.06	10.18	28.24
166	Sq.Ft.	Replace broken IGU	12.58	11.49	24.07
167	Ea.	Install door weatherstrip kit	56.68	40.05	96.73
168	Ea.	Install new snap bead vinyl weatherstrip	56.68	31.11	87.79
169	Ea.	Install foam weatherstrip tape	56.68	21.97	78.65
170	Ea.	Install new door threshold and door shoe	99.18	33.80	133.01
171	Ea.	Install new door sweep	28.34	9.39	37.73
172	Ea.	Adjust existing door	170.03	104.10	274.13
173	Ea.	Remove non IC rated recessed lights and replace with new IC rated unit	95.98	47.77	143.75
174	Sq.Ft.	Repair and seal floor patch (when insulation is not installed)	23.60	15.70	39.30
175	Ea.	Eliminate blend air duct from furnace	28.34	0.00	28.34
Item #	Qty	MEASURE DESCRIPTION – ROOF/CAVITY	Labor	Materials	Total
176	Sq.Ft.	Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed	1.51	2.90	4.41
177	Sq.Ft.	Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed	1.63	3.64	5.27

178	Sq.Ft.	Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38	1.81	5.40	7.21
179	Sq.Ft.	Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30	1.81	5.89	7.70
180	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to R-19 to R-30	1.81	6.48	8.29
181	Sq.Ft.	Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation	1.57	4.38	5.95
182	Sq.Ft.	Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation	1.57	4.87	6.44
183	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25	1.97	1.97	3.94
184	Sq.Ft.	Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30	1.97	2.58	4.55
185	Sq.Ft.	Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38	1.97	3.32	5.29
186	Ea.	Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent	50.08	57.88	114.56
187	Ea.	Install new R-49 to R-92 roof vent	50.08	57.88	114.56
Item #	Qty	MEASURE DESCRIPTION – FLOOR	Labor	Materials	Total
188	Sq.Ft.	Blown in fiberglass insulation in soft belly 6" or less to include belly patching	1.70	2.24	3.94
189	Sq.Ft.	Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching	1.70	2.55	4.25
190	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" or less to include belly patching	1.70	2.24	3.94
191	Sq.Ft.	Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching	1.70	2.55	4.25
192	Sq.Ft.	R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists	1.70	2.91	4.61
193	Sq.Ft.	R-25 fiberglass batt insulation and twine	1.33	1.58	2.91
194	Sq.Ft.	Install new permeable air barrier	.70	.30	1.00
195	Sq.Ft.	Twine to support 10" or more soft drop belly	.34	.19	.53
196	Sq.Ft.	Patch, seal and twine holes in belly material in excess of 9 sq.ft.	1.13	.35	1.48
197	LF.	Replace metal skirting	7.09	7.36	14.45
198	LF.	Replace wood skirting	7.09	9.47	16.56
199	Ea.	Remove existing and install new 6"x16" skirting vents	42.51	18.86	61.37
200	Ea.	Cut in and install new metal 6"x16" skirting vents	50.14	18.86	75.00
201	LF.	Extend condensate line to the outside	9.45	3.26	12.71

202	Ea.	Add new access to skirting	56.08	25.04	82.32
Item #	Qty	MEASURE DESCRIPTION – DUCT SEALING/REPAIR	Labor	Materials	Total
203	Per System	Duct seal entire heating supply and cold air return system including plenum in single wide	220.72	92.97	319.09
204	Per System	Duct seal entire heating supply and cold air return system including plenum in double wide	390.75	133.24	529.99
205	Ea.	Cut in and seal plenum only	56.08	35.50	92.18
206	LF.	Duct sealing/repair branch ducts	9.45	2.61	12.06
207	LF.	Remove existing branch duct and replace with rigid metal ducting up to 7"	18.80	12.97	31.77
208	LF.	Add new rigid metal branch duct to include; ducting, boot and floor register	11.80	12.27	24.07
209	Sq.Ft.	Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports	5.49	7.34	12.83
210	Ea.	Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"	85.02	109.85	194.87
Item #	Qty	MEASURE DESCRIPTION – DUCT INSULATION	Labor	Materials	Total
211	Sq.Ft.	Install R-11 vinyl faced insulation	2.15	1.53	3.68
212	LF.	Install rigid foam board for support	2.35	1.74	4.09
213	Ea.	Support HVAC ducts – when no duct work called for	13.54	1.01	14.55
Item #	Qty	MEASURE DESCRIPTION – WINDOWS	Labor	Materials	Total
214	Sq.Ft.	Install new vinyl replacement window to include interior and exterior air sealing	17.00	23.80	40.80
215	Sq.Ft.	Add safety glass to a replacement window	0.00	1.98	1.98
216	LF.	Install metal drip edge	7.09	2.54	9.63
Item #	Qty	MEASURE DESCRIPTION – DOORS	Labor	Materials	Total
217	Ea.	Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt	314.00	603.96	918.02
218	Ea.	Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt	314.00	530.91	845.57
219	Ea.	Install new keyed alike lockset and deadbolt	33.14	33.80	66.94
220	Ea.	Install peephole	14.09	21.91	36.00
221	Ea.	Install single lockset	28.34	25.35	53.69

Item #	Qty	MEASURE DESCRIPTION – WATER HEATER	Labor	Materials	Total
222	Ea.	Insulate Water Heater Tank with R-11 vinyl faced insulation	70.50	59.14	129.64
223	Ea.	Insulate water heater cavity to R-11 to include infiltration	95.02	203.64	358.66
224	Ea.	Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration	85.02	104.64	189.66
225	LF.	Insulate plumbing at hot water tank with R-11– when not assigned to a measure	3.54	.64	4.18
226	Ea.	Repair water heater cavity door	85.02	104.64	189.66
227	Sq.Ft.	Remove existing water heater cavity door and install new R-7 metal mobile door with single lock	11.92	28.93	40.85
228	Ea.	Install pressure relief tube and extend to crawlspace	85.02	39.21	124.33
229	Ea.	Remove and replace existing electric water heater tank to include earthquake strap and drip pan	Cost + 2190	Cost + 2190	Cost + 2190
230	Ea.	Remove and replace existing Gas water heater tank to include earthquake strap and drip pan	Cost + 2190	Cost + 2090	Cost + 2190
231	Set	Install high and low venting to gas water heater cavity door up to 16"x6"	50.68	22.65	79.33
232	Ea.	Install combustion air vent to water heater cavity floor	85.02	104.76	189.78

PROPOSAL CERTIFICATION

RFP #2021-36

Submitted by: RICHART FAMILY INC. (WASHINGTON)
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: CHRIS ROBINSON Date: 5/20/2021
 Signature: Chris Robin Title: WEATHERIZATION OPS. MANAGER
 Email: chrisr@richartbuilders.com Telephone: 360-574-5859
 Oregon Business Registry Number: 50439 OR CCB # (if applicable): "50439"

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: WASHINGTON

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE

LICENSE NUMBER: LBPR50439

This document certifies that:

RICHART FAMILY INC
14600 NE 20TH AVE
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:

LBPR LICENSE NO.: LBPR50439

EXPIRATION DATE: 02/26/2022

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 50439

This document certifies that:

RICHART FAMILY INC
14600 NE 20TH AVE
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

Business Names:

RICHART BUILDERS REMODELERS / RICHART WEATHERIZATION

License Details:

EXPIRATION DATE: 11/14/2022
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: GARY RICKY RICHART
HOME INSPECTOR CERTIFIED: NO



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protecthtrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Chris Robinson

7304 NE 64TH CT. Vancouver, WA 98661

Certification Number: **R-R3-9039WA-19-00023**

Course Completion Date: **12/03/2019**

Expiration Date: **12/03/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protechtrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Michael McMahan

14600 Ne 20th Ave Vancouver, WA 98686

Certification Number: **R-R3-9039WA-19-00024**

Course Completion Date: **12/04/2019**

Expiration Date: **12/04/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protecttrainingonline.com
Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Jonathan Coverdale

14600 ne 20th Ave Vancouver, WA 98686

Certification Number: R-R3-9039WA-19-00022

Course Completion Date: 12/03/2019

Expiration Date: 12/03/2022



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501
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Phone: 360-499-6237

CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Stephen Threatt

14600 NE 20th Ave Vancouver, WA 98686

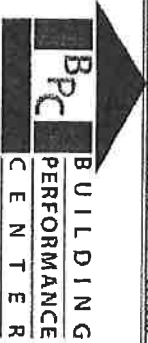
Certification Number: R-R3-9039WA-19-00025

Course Completion Date: 12/04/2019

Expiration Date: 12/04/2022



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



a department of **opportunity**
council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion

Department of Commerce

Lead-Safe Renovation, Repair & Painting Initial – English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Garrett Sturdevant

2808 E. 24th St., Vancouver, WA 98661

Certificate Number: R-1-9030WA-19-01174

Course Date: April 18, 2019

Examination Date: April 18, 2019

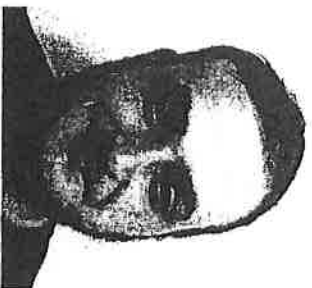
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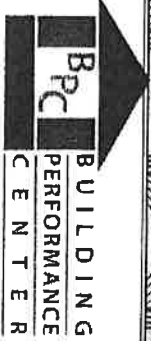
Chris Clay
Chris Clay, Instructor

4-22-19
Date

Ross Quigley
Ross Quigley, Training Director

4-22-19
Date





a department of **opportunities
council**

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
Department of Commerce
Lead-Safe Renovation, Repair & Painting Initial – English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

David McGraw

9410 NW 17th Ave., Vancouver, WA 98665
Certificate Number: R-I-9030WA-19-01172

Course Date: April 18, 2019
Examination Date: April 18, 2019
Expiration Date: April 18, 2024

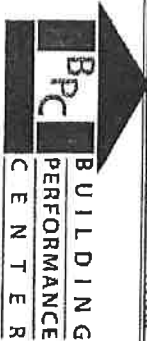
Chris Clay
Chris Clay, Instructor

Ross Quigley
Ross Quigley, Training Director

4-22-19
Date

4-22-19
Date





a department of opportunity
council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121; Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
Department of Commerce
Lead-Safe Renovation, Repair & Painting Initial – English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

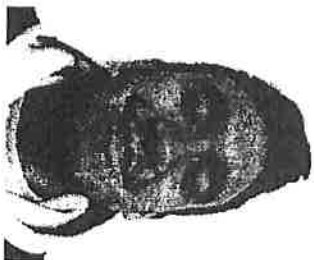
Alberto Gallegos

8917 NE 15th Ave. Apt. B15, Vancouver, WA 98665
Certificate Number: R-I-9030WA-19-01168

Course Date: April 18, 2019
Examination Date: April 18, 2019
Expiration Date: April 18, 2024

Chris Clay
Chris Clay, Instructor
Ross Quigley, Training Director

4-22-19
Date
4-22-19
Date



ACCREDITED RRP NW
GLEN R. HAYDEN CONSTRUCTION

CERTIFIED RENOVATOR

R-1-41R002-18-00528

Jara Dominguez

39100 NW Pacific Hwy

Woodland WA 98674

Renovator Initial English

Class date: 1/26/2018

Expiration date: 1/26/2023



This certifies that

Cert # R-1-9032WA-21-031906

Heladio Cardenas Gonzalez

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.226 & WAC 365-230

Instructor Signature _____


Aaron Wright

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-19-2021

Expiration Date 3-19-2026

 Integrity safety services



This certifies that

Cert # R-1-9032WA-21-031904

Donnie Nichols

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.226 & WAC 365-230

Instructor Signature

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-18-2021

Expiration Date 3-19-2026

Integrity safety services



This certifies that

Cert # R-1-9032WA-21-032601

Keith Olsen
has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature *Aaron Wright*

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date: 3-26-2021

Expiration Date: 3-26-2026

Integrity safety services




This certifies that
Cem # R-I-9032WA-21-032602
Emmett Axling
has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230
Instructor Signature *Aaron Wright*
Instructor: Aaron Wright
Course Date: 3-26-2021
Examination Date 3-26-2021
Expiration Date 3-26-2026



Integrity safety services

This certifies that **Casey Richart** Cert # R-I-9032WA-21-032606

has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230

Instructor Signature _____ 

Instructor: Aaron Wright

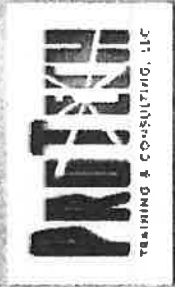
Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 integrity safety services



842-B McDonald St. SE, Tumwater, WA 98501
Email: info@protechtrainingonline.com
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CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

Robert Feaser

24402 ne 53 st Vancouver , WA 98682

Certification Number: **R-R3-9039WA-20-00133**



Course Completion Date: **06/26/2020**

Expiration Date: **06/26/2023**

Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



LEAD
CLASSES.COM

10350 N Vancouver Way, 1021
Portland OR 97217
Info@LeadClasses.com

EPA HUD & STATE RRP LEAD PAINT CERTIFICATION

1-888-840-8388

Certificate of Attendance and Successful Completion Renovator Initial - English

Issued per OAC 333-070 and 40 CFR Part 745.225

Gregory T Bates

9208 NE Highway 99 # 107-411

Vancouver, WA 98665-8986

Certificate # R-1-41R036-20-00484

Course Date: 12/03/2020
Exam Date: 12/03/2020
Expiration Date: 12/03/2025

12/03/2020

Steven Hoff
Crosswall Training / LeadClasses.com

Date



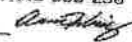
This certifies that Cert # R-I-9032WA-21-032605

Noah Richart

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026

 Integrity safety services

This certifies that Cert # R-I-9032WA-21-032603
Cody Meck
has attended and satisfactorily completed
Renovator Initial-English
per 40CFR part 745.225 & WAC 365-230
Instructor Signature 
Instructor: Aaron Wright
Course Date: 3-26-2021
Examination Date 3-26-2021
Expiration Date 3-26-2026



 Integrity safety services


This certifies that Cert # R-I-9032WA-21-032604

Tyler Vea

has attended and satisfactorily completed

Renovator Initial-English

per 40CFR part 745.225 & WAC 365-230

Instructor Signature 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 Integrity safety services

Client#: 114941

RICHFAMI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2021

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.

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.

PRODUCER: Propel Insurance, Longview Commercial Insurance, P.O. Box 9, Longview, WA 98632. CONTACT NAME: Diane Harding, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: diane.harding@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Associated Industries Insurance Co. Inc (23140), INSURER B: Axis Surplus Insurance Company (26620), INSURER C: The Cincinnati Indemnity Company (23280).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (AES104526205), Automobile Liability (ENP0528306), Umbrella Liability (EXA118800402), Workers Compensation and Employers' Liability (AES104526205), Pollution/Prof (CP004291012021), and Excess Auto (ENP0528306).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Clackamas County Weatherization is Additional Insured per attached endorsement.

CERTIFICATE HOLDER: Clackamas County Weatherization, 146 Molalla Avenue, Oregon City, OR 97045. CANCELLATION: 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: Jim Baker.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is an Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.
2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

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 where required by written contract with the Named Insured	

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Portland Street Systems Management

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus[®]
BUSINESS AUTO XC+[®]
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

- 4 The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

July 29, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with
Lifeworks NW for Intensive Case Management Services

Purpose/Outcomes	To provide Intensive Case Management (ICM) services to eligible Clackamas County residents.
Dollar Amount and Fiscal Impact	Amendment adds \$44,301.60, increasing the contract maximum value to \$310,111.20. Amendment ensures there will be no gap in services while a formal procurement process is conducted for these services.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Effective July 1, 2021 and terminates on September 30, 2021.
Previous Board Action/Review	Agreement reviewed and approved November 5, 2020, Agenda Item 110520-A2.
Strategic Plan Alignment	Ensure safe, healthy and secure communities through the provision of mental health services.
Counsel Review	Reviewed and approved July 1, 2021 (AN)
Procurement Review	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	9495 (20-035)

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to Subrecipient Agreement #9495 (20-035) with Lifeworks NW for providing Intensive Case Management (ICM) services to residents who are eligible Clackamas County residents. LifeWorks NW is a not-for-profit behavioral health agency that promotes a health community by provided quality and culturally responsive mental health and addiction services across the lifespan. The Behavioral Health Division has collaborated with Lifeworks Northwest for behavioral health services since 2005.

Intensive Case Management Services are provided with evidence-based, culturally and linguistically appropriate clinical services and strategies with support mental health recovery for Clackamas County clients. Services include, but are not limited to, mental health assessment, treatment planning, coordination of care, client family and group therapy, mental health and addiction services, hospital discharge planning, psychiatric assessment and medication evaluation, management and/or monitoring, access to resources, support services, family support and education, and substance abuse services. As well as activities to promote

symptom stability, physical health, and restoration of personal, community living and social skills.

The Amendment, effective July 1, 2021 through September 30, 2021, adds \$44,301.60 to the value of the Agreement. The Amendment is being issued to ensure that there is no gap in services while a formal procurement process is conducted.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9495

Board Order #:

Division: BH
Contact: Russell, Angela
Program Contact:
 Thompson, Elise

- Subrecipient
- Revenue
- Amend # 1 \$ 44,301.60
- Procurement Verified
- Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: LifeWorks NW

CONTRACT AMOUNT: \$310,111.20

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - 9/30/2021 | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

- Checked Off N/A
- Commercial General Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Business Automobile Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Professional Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

- No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

- Yes by: Naylor, Andrew Date Approved: Thursday, July 1, 2021
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

**H3S Admin
Only**

Date Received: _____
 Date Signed: _____
 Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Behavioral Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: LifeWorks NW _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Intensive Community Treatment (ICT) Services, formerly known as Non-Fidelity Assertive Community Treatment (ACT) program. Contract to serve indigent clients.

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021, and adds \$44,301.60 for the additional months of services.

H3S CONTRACT NUMBER: 9495 _____

Subrecipient Amendment

Subrecipient Agreement Number: 20-035 (BH 9495)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: LifeWorks NW

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other: Update reporting contact

Justification for Amendment:

This Amendment #1 is entered into between LifeWorks NW ("Subrecipient") and Clackamas County ("County") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020. The purpose of this Amendment #1 is to extend the term of Agreement an additional three (3) months through September 30, 2021, and to add funds for the additional months of service.

This Amendment #1 also updates the reporting contact for the Behavioral Health Division, and adds a second funding source.

The maximum grant compensation under the Agreement is **increased by \$44,301.60** to a revised value of **\$310,111.20**. This Amendment #1 is effective **upon signature** and continues through **September 30, 2021**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND Recitals #2:

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

TO READ:

WHEREAS, COUNTY holds Intergovernmental Agreements (*collectively the* “IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement Nos. 159159 *and* 166036) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019 *and IGA 166036 awarded on May 25, 2021*, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically

referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount that COUNTY will pay is **\$265,809.60**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$265,809.60**

in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount that COUNTY will pay is **\$310,111.20**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

- 4.1. **Federal Funds: \$310,111.20** in federal funds are provided through the Intergovernmental Agreements for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement Nos. 159159 **and 166036**) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

AMEND Exhibit B, Subrecipient Program Budget:

Subrecipient shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$265,809.60** for the term of the Agreement.

TO READ

SUBRECIPIENT shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$310,111.20** for the term of the Agreement.

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

4. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2021 for June 30, 2021 expenses.

TO READ:

4. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 10, 2021** for **September 30, 2021** expenses.

AMEND Section 2 of the Procedure subsection of Exhibit E, Procedure Section of Exhibit E, Performance Measures and Reporting:

Procedure

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: NBenner@clackamas.us

TO READ:

Procedure

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: JThomas@clackamas.us


[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

LIFEWORKS NW

COUNTY OF CLACKAMAS



Authorized Signature 07/01/21
Date

Tootie Smith, Chair Date
Board of County Commissioners

Mary Monnat / President & CEO
Name / Title (Printed)

Approved as to form:


County Counsel 07/01/2021
Date

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment does not changes the funds available under the Agreement. The Amendment changes the source of the funds provided from federal to state dollars.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective January 1, 2021 and terminates June 30, 2021.
Previous Board Action	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4, and Amendments #01 and #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved by Counsel June 30, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #04 changes the source of funds being provided by the Oregon Health Authority for Community Behavioral and Substance Use Disorder Services (A&D 66 Services). A&D 66 Services are delivered to youth and adults with substance use disorders or to youth and adults with co-occurring substance use and mental health disorders.

This Amendment is effective January 1, 2021 and terminates June 30, 2021.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9973	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 4 \$ 0.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 29, 2021

CONTRACT WITH: State of Oregon, Oregon Health Authority

CONTRACT AMOUNT: \$9,086,559.18

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 1/1/2021 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 30, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____



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**FOURTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
GAMBLING SERVICES AGREEMENT #166036**

This Fourth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 14, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0022

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

PROJ EFFECTIVE DATES SLOT CHANGES/TYPER RATE

SE# FUND CODE CPMS PROVIDER STARTUP PART PART PAAF CD BASE CLIENT CODE SP#

FISCAL YEAR: 2020-2021

BASE#	FUND	CPMS PROVIDER	STARTUP PART	PART	PAAF	CD	BASE	CLIENT CODE	SP#
66	450	-0-	1/1/2021 - 6/30/2021	0	/NA	0	\$0.00		
66	520	-0-	1/1/2021 - 6/30/2021	0	/NA	0	\$0.00		
							OPERATING DOLLARS		
							\$234,391.55		
							STARTUP PART DOLLARS ABC		
							\$0.00		
							TOTAL FOR SE# 66		
							-\$234,391.55		
							TOTAL FOR 2020-2021		
							\$0.00		
							TOTAL FOR A0022	166036	
							\$0.00		

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/10/2021

Contract#: 166036
REF#: 004

REASON FOR FAAA (for information only):

This Contract amendment is for administrative adjustment to funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0022 1 Special condition #A0000-2 in Base Agreement, regarding "A&D 66 Services" applies.
- A0022 2 These funds must result in the delivery of A&D 66 Services to a minimum of 848 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2021. Up to 20% of 848 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #05 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$53,067.66 to the Agreement for Aid and Assist Client Services, increasing the maximum agreement value to \$9,139,626.84. The Amendment changes the source of the funds provided for several service categories.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective April 1, 2021 and terminates December 31, 2021.
Previous Board Action	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4, and Amendments #01 and #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved by Counsel June 30, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #05 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #05 adds funds for Aid & Assist Client Services (MHS 4 Services). MHS 4 Services provide restoration services and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. The Amendment also changes the source of state funds provided for System Management and Coordination (MHS 1 Services), Aid & Assist Client Services (MHS 4 Services), and Crisis and Acute Transition Services (MHS 8 Services) from marijuana tax funds to mental health general funds.

This Amendment is effective April 1, 2021 and terminates December 31, 2021, and adds \$53,067.66 to the value of the Agreement.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9973	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 5 \$ \$53,067.66
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 29, 2021

CONTRACT WITH: State of Oregon, Oregon Health Authority

CONTRACT AMOUNT: \$9,139,626.84

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 12/31/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 30, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
GAMBLING SERVICES AGREEMENT #166036**

This Fifth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 23, 2021; e-mail in contract file.

ATTACHMENT 1 EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD: 06413
CONTRACT: 166036
CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____
EFFECTIVE DATE: _____

SE#	FUND CODE	COMP PROVIDER	DATE	EFFECTIVE DATE	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	START DOLLARS	BASE	CLIENT CODE
FISCAL YEAR: 2020-2021											
4	504	AAP	4/1/2021	6/30/2021	0 /N/A		\$53,067.66	\$0.00	1	Y	0
TOTAL FOR SE# 4							\$53,067.66	\$0.00			
TOTAL FOR 2020-2021							\$53,067.66	\$0.00			
FISCAL YEAR: 2021-2022											
1	401	MES01	7/1/2021	12/31/2021	0 /N/A		-\$223,969.92	\$0.00	1	Y	0
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	-\$1,646.03	-\$9,876.18	\$0.00	1	Y	4
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	-\$3,940.57	-\$23,643.42	\$0.00	1	Y	2
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	-\$1,080.64	-\$6,483.84	\$0.00	1	Y	3
1	401	MES01	7/1/2021	12/31/2021	0 /N/A		-\$6,715.93	\$0.00	1	Y	2
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	-\$7,635.42	-\$46,172.52	\$0.00	1	Y	1
1	401	MES01	7/1/2021	12/31/2021	0 /N/A		\$223,969.92	\$0.00	1	Y	0
1	401	MES01	7/1/2021	12/31/2021	0 /N/A		\$5,876.18	\$0.00	1	Y	4
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	53,940.57	523,643.42	\$0.00	1	Y	2
1	401	MES01	7/1/2021	12/31/2021	0 /N/A		\$6,715.93	\$0.00	1	Y	2
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	1,080.64	6,483.84	\$0.00	1	Y	3
1	401	MES01	7/1/2021	12/31/2021	0 /N/A	7,635.42	46,172.52	\$0.00	1	Y	1
TOTAL FOR SE# 1							\$0.00	\$0.00			
FISCAL YEAR: 2021-2022											
4	401	AAP	7/1/2021	12/31/2021	0 /N/A		-\$62,519.09	\$0.00	1	Y	0

MODIFICATION INPUT REVIEW REPORT

MOD#: M0413

CONTACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

PROJ _____ EFFECTIVE _____ SLOT _____
 SE# FUND CODE CENS PROVIDER DATES CHANGE/TYPE RATE

OPERATING STARTUP PART PART PART CLIENT
 DOLLARS DOLLARS ABC IV CD BASE CODE SP#

FISCAL YEAR: 2021-2022

BASE AID & ASSIST PROJECT

SE#	FUND CODE	CENS PROVIDER	DATES	EFFECTIVE	SLOT	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PART CD	BASE	CLIENT CODE	SP#
4	804	ARP	7/1/2021 - 12/31/2021	0	N/A		\$62,519.09	\$0.00	A	1	Y		0
TOTAL FOR SE# 4							\$0.00	\$0.00					

BASE CRISIS AND ACUTE TRA

8	401	CRIS	7/1/2021 - 12/31/2021	0	N/A		-\$27,578.96	\$0.00	A	1	Y		0
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BASE CRISIS AND ACUTE TRA

8	804	CRIS	7/1/2021 - 12/31/2021	0	N/A		\$27,578.96	\$0.00	A	1	Y		0
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TOTAL FOR SE# 6

TOTAL FOR 2021-2022

TOTAL FOR M0413 166036

\$53,067.66

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/22/2021

Contract#: 166036
REF#: 005

REASON FOR FAAA (for information only):

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

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This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0413 1 These funds are for MHS 01 Services at Johnson Creek.

M0413 2 These funds are for MHS 01 Services at Mossy Meadows.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/22/2021

Contract#: 166036
REF#: 005

M0413 3 These funds are for MHS 01 Services at Portland.

M0413 4 These funds are for MHS 01 Services at Renaissance.

July 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
Dollar Amount and Fiscal Impact	This amendment adds \$224,000 to the agreement for a new agreement total of \$8,391,334. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
Funding Source	Federal Older American Act & State General Fund - \$318,473 of County General Funds are used to meet match requirements for internal programs for the duration of this agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	071819-A6, 010920-A3, 043020-A6, 061820-A1, 042921-A1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 6/29/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is an Intergovernmental Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9337

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 4 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual

needs. This helps them to remain independent and active in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. This agreement reflects the adjustments to the OPI funds with additional program funding to provide service in the County. The biennial allocation increased by \$224,000 from \$8,167,344 to \$8,391,334.

Program Match is only required for core OAA funding. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services.

This amendment was reviewed and approved by County Counsel on June 29, 2021. The Amendment is effective April 1, 2021. The State was delayed in issuing this amendment due to the State staffing capacity.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook, Interim Director
Health Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9377 Board Order #: Prior Board Orders: 071819-A6, 010920-A3, 043020-A6, 061820-A1, 042921-A1	Division: SS Contact: Reid, Stefanie Program Contact: Reid, Stefanie	<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Revenue <input checked="" type="checkbox"/> Amend # 5 \$ \$224,000.00 <input type="checkbox"/> Procurement Verified <input type="checkbox"/> Aggregate Total Verified
---	---	---

Nor. BCC Item **BCC Agenda** **Date:** Thursday, July 29, 2021

CONTRACT WITH: 19-21 State of Oregon, #160440 Comm. Srvs & Supports

CONTRACT AMOUNT: \$8,391,334.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
 If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived
 If no, explain why:

Professional Liability: Yes No, not applicable No, waived
 If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, June 29, 2021
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: approved via email by T. Christopherson

Date: 6/29/21

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 State of Oregon, #160440 Comm. Srvs & Suppor

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/29/2021

PURPOSE OF

CONTRACT/AGREEMENT:

This amendment increases the OPI Allocation for the biennium.

H3S CONTRACT NUMBER: 9377



Grant Agreement Number 160440

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **05** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS" and

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
District 2, Type A
Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as "**Recipient.**"

1. Once fully executed, this Amendment shall become effective on the date this Amendment has been approved by Department of Justice, regardless of the dates it is signed by all parties. Recipients' performance of the Oregon Project Independence program described in Exhibit A, Part 1, "Program Description" with the additional funds provided for the program by Amendment #5 may start April 1, 2021, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Amendment is effective, in accordance with the schedule of payments in Exhibit A, Part 2, "Payment and Financial Reporting".

2. The Agreement is hereby amended as follows. Language to be deleted is ~~struck through~~ and language to be added is shown **underlined and bold**:

a. Amend Section 3, “Grant Disbursement Generally” as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$8,167,334.00~~ **\$8,391,334.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

b. For services provided on or after the effective date of this Amendment, Exhibit A, Part 2, “Payment and Financial Reporting for Older Americans Act and Oregon Project Independent services,” Section 1.b., “Funding Appropriations,” is amended as follow:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$4,078,566	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$343,532	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Sequestration Mitigation Funds	\$102,833	GF 99.999
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266 <u>\$2,282,266</u>	
Families First Coronavirus Response Act Funding	\$329,632	CFDA 93.045
CARES Act Funding, Title III-B, Supportive Services	\$231,696	CFDA 93.044
CARES Act Funding, Title III-C, Nutrition and Meals Services	\$657,592	CFDA 93.045
CARES Act Funding, III-E, Family Caregivers Support Program	\$127,349	CFDA 93.052
Other State Funds	\$0	
HDC5 Consolidated Appropriations Act, 2021 Supplemental Funding, nutrition OAA Title IIIC2	\$230,575	CFDA 93.045
Total	\$8,167,334 <u>\$8,391,334</u>	

- c. Exhibit E as shown at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

4. Signatures.

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
By:**

	Tootie Smith
Authorized Signature	Printed Name
Board of County Commissioners, Chair	
Title	Date

**State of Oregon acting by and through its Oregon Department of Human Services
By:**

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

	June 28, 2021
Via e-mail by Wendy J. Johnson, Senior Assistant Attorney General	Date
Department of Justice	

June 29, 2021

Board of Commissioners
Clackamas County

Dear Board of County Commissioners:

Approval of Intergovernmental Agreement with Oregon Department of
Transportation Rail and Public Transit Division for HB2017 State Transportation
Improvement Fund Discretionary Program Funds
for the I205 / Borland Rd / Bridgeport Village pilot transit service.

Purpose/Outcomes	The purpose of this grant is to fund pilot transit operations between Bridgeport Village and Clackamas Town Center simplifying the riding experience for customers travelling between Washington and Clackamas County. TriMet does not currently provide transit service along the I-205 corridor.
Dollar Amount and Fiscal Impact	The maximum grant award is \$900,000. The grant would be funded through the Oregon Department of Transportation
Funding Source	HB2017 State Transportation Improvement Fund (STIF) Discretionary Funds. The match rate is 20% and will be paid with Clackamas County STIF Formula funds and Washington County committed match funds. No county general funds are involved.
Duration	July 1, 2021 to June 30, 2023
Previous Board Action	Board order #102920-A5
Strategic Plan Alignment	1. This aligns with the Social Service Division's strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by KR on 6/28/21
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S #10246

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an intergovernmental agreement with the Oregon Department of Transportation Rail and Public Transit Division for implementation of transit service that connects Tualatin (Bridgeport Village) and Clackamas Town Center.

This new pilot transit connection is building off a feasibility study done in 2020 that looked at the need for transit along the I-205 corridor. This transit connection would provide a missing link in transit for both Clackamas County and Washington County. Partners for this project include Washington County, the City of Tualatin, the City of West Linn, the City of Oregon City, SMART

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

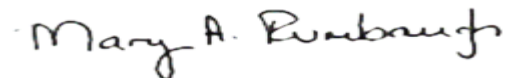
and Ride Connection. The partners are looking to extend and connect current transportation options that would allow people to move from Bridgeport Village (Tualatin) to Oregon City, West Linn, and Clackamas Town Center and additionally connect to critical services off Borland Rd.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$720,000. The match requirement of \$180,000 will be paid by Clackamas County and Washington County. Clackamas County's share will come from STIF Formula Funds that have already been awarded. No County General Funds are involved.

RECOMMENDATION:

Staff recommend recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style.

For Rodney A. Cook

Rodney A. Cook, Interim Director
Health, Housing and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10246	Division:	SS	<input type="checkbox"/> Subrecipient
Board Order #:		Contact:	Christopherson, Teresa	<input checked="" type="checkbox"/> Revenue
		Program Contact:	Babcock, Kristina	<input type="checkbox"/> Amend # \$
				<input type="checkbox"/> Procurement Verified
				<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: 21-23 ODOT Rail and Public Transit Division STIF Discretionary (#35094)

CONTRACT AMOUNT: \$720,000.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 07/01/2021 - 06/30/2023	<input checked="" type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____
Approved by Risk Mgr _____
Risk Mgr's Initials and Date _____

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter Date Approved: Monday, June 28, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Lois Orner Digitally signed by Lois Orner
Date: 2021.06.30 07:12:38 -07'00'

Date:

H3S Admin	Date Received: _____
On y	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 ODOT Rail and Public Transit Division STIF Discr

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: I205 / Borland Rd / Bridgeport Village pilot transit service.

H3S CONTRACT NUMBER: 10246

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$720,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
 - ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
 - iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
 - iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
 - v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient 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 or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon
Agreement No. 35094

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 35094

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Valerie Egon

Date _____ 06/24/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC Clackamas County 35094				
<i>I205 / Borland Rd / Bridgeport Village Transit Service.</i>				
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$205,000.00	\$164,000.00	\$41,000.00	Local
Item #1: Route Signing				
	Total	Grant Amount	Local Match	Match Type(s)
	\$6,000.00	\$4,800.00	\$1,200.00	Local
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$15,000.00	\$12,000.00	\$3,000.00	Local
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$674,000.00	\$539,200.00	\$134,800.00	Local
Sub Total	\$900,000.00	\$720,000.00	\$180,000.00	
Grand Total	\$900,000.00	\$720,000.00	\$180,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

Operations

This Agreement funds the creation of a transit connection between Washington County and Clackamas County, Oregon that serves populations between Tualatin and Clackamas Town Center (coordinating with planned bus-on-shoulder programs along I-5 and I-205 corridors).

STIF discretionary reimbursements for this task shall not exceed \$539,200.

Vehicle Expansion

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

Funding under this Agreement is for the purchase of four Category D transit vehicles as follows:

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - CNG.

And

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

STIF discretionary reimbursements for this task shall not exceed \$164,000.

Signs, Shelters, and Amenities

This Agreement provides funding to eight each of bus stop signs, poles, and installation, in a manner to comply with ADA accessibility requirements to support the public transportation needs of the general public. The purpose of the project is to install passenger amenities and improvements such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, reader boards, electronic routing equipment, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity. A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration if this project is matched with federally sourced funding. FTA concurrence must be received by State for all partially federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

STIF discretionary reimbursements for this task shall not exceed \$4,800.

Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

STIF discretionary reimbursements for this task shall not exceed \$12,000.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, shall create and maintain current GTFS data describing the funded services. GTFS data should be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, is strongly encouraged to create and maintain GTFS-flex data for their service. GTFS creation and maintenance services may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs.

Vehicle Expansion

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Estimated order date: August 2, 2021
Estimated delivery date: June 30, 2023.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, requests for proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

State will retain title to the vehicles as primary security interest holder for as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) requirements for each vehicle and meets FTA transit asset management requirements in 49 Part CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the plan upon request.

Signs, Shelters, and Amenities

Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*Expected project start date: December 2, 2021
Expected project completion date: June 30, 2023.*

Administration

Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Operations

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded

from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

Vehicle Expansion

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include state funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Signs, Shelters, and Amenities

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation

Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

5. REPORTING AND INVOICING REQUIREMENTS

Operations

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.
Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Signs, Shelters, and Amenities

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$720,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.