



Gregory L. Geist
Director

June 30, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Contract 6558 with TVW INC, for Janitorial Services in the amount of \$264,581.76 through June 30, 2025. WES operation fund. No County General Funds are involved. - Procurement

Purpose/Outcomes	Approval of Contract 6558 with Janitorial Services for cleaning services at various WES locations for the amount of 264,581.76 through 6/30/2025. WES operating fund. No county general funds are involved. - <i>Procurement</i>
Dollar Amount and Fiscal Impact	Maximum contract value is \$264,581.76 through June 30, 2025.
Funding Source	No county general funds are involved, WES operating fund.
Duration	This contract shall be in effect through June 30, 2025.
Previous Board Action	This item was sent to Issues on June 28, 2022.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the county strategic plan to grow a vibrant economy. This project will be using employees working directly for a Qualified Rehabilitation Facility (QRF). 2. This project supports the WES strategic plan for Infrastructure Strategy and Performance keeping the Administrative buildings clean, sanitary and inviting for the public and the WES employees.
Counsel Review	Date of Counsel review: June 7, 2022 Name of County Counsel performing review: Amanda Keller
Procurement Review	Was this item reviewed by Procurement? Yes
Contact Person	Josh Clark, Operations Supervisor, 971-804-5792
Agreement No.	6558

BACKGROUND:

Water Environment Services (WES) requests the approval of a contract with TVW for the day to day janitorial needs at our treatment plant administration buildings and laboratory. Water Environment services has used TVW to provide janitorial services in their occupied buildings for many years. This is a needed service to help keep the buildings clean, sanitary and inviting to the employees working in the buildings and the public that often visit for tours of the treatment plants at the Tri City and Kellogg Creek Locations in Clackamas County.

PROCUREMENT PROCESS:

Notice was published on May 18, 2022 and we received no comments. TVW, Inc. is a Qualified Rehabilitation Facility (QRF) as defined in ORS 279.835. This purchase is being made directly from TVW, Inc. as required by ORS 279.850.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners of Clackamas County, as the governing body of Water Environment Services, approve the Contract 6558 with Janitorial Services for cleaning services at various WES locations for the amount of 264,581.76 through 6/30/2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director
Water Environment Services

PROCUREMENT



RECORDING MEMO

New Agreement/Contract

Amendment/Change/Extension

Other: _____

Originating County Department: _____

Purchasing for: _____

Other party to contract/agreement: _____

Title from Business Meeting Agenda:

After recording please return to:

Clerk to the Board please complete below this line after Board approval _____

Board Agenda Date: _____

Agenda Item Number: _____



**GOODS AND SERVICES CONTRACT
Contract #6558**

This Goods and Services Contract (this "Contract") is entered into between **TVW, Inc.** ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District"), for the purposes of providing **janitorial services at various District sites identified below.**

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2025**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work attached and hereby incorporated by reference as **Exhibit A** (the "Work"). This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A. Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: **Joshua Clark**.

III. COMPENSATION

I. PAYMENT. The District agrees to compensate the Contractor on a monthly fixed fee basis as detailed in the fee schedule below, with a total Contract compensation not to exceed \$264,581.76.

	Monthly Cost		
	FY 22/23	FY 23/24	FY 24/25
TC Admin (5 days a week)	\$3,979.36	\$4,183.61	\$4,342.39
TC Lab (3 Days a week)	\$1,531.49	\$1,587.26	\$1,644.32
KC Admin (2 days a week)	\$780.25	\$807.98	\$833.72
KC Back building (2 days a week)	\$757.22	\$788.14	\$813.04
Total Monthly Cost	\$7,048.32	\$7,367.00	\$7,633.48
Total Annual Cost	\$84,576	\$88,404	\$91,601.76

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No

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

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

IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

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

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

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from

obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

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

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

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

8. RESPONSIBILITY FOR DAMAGES; 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, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and 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.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel's Office. District or County may assume their own defense and settlement at their election and expense.

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

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

A. COMMERCIAL GENERAL LIABILITY

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

B. AUTOMOBILE LIABILITY

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

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

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

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or

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

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

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. Contractor warrants that the goods and services provided herein to the District will be delivered in a workmanlike manner and in accordance with the highest professional standards. The District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this service warranty. Failure of Contractor to promptly correct problems pursuant to this service warranty shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 21, and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation

of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

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

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

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved

budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

22. NO 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.

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

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

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

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

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

28. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor

incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles District to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

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

Signature Page Follows

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

TVW, Inc
5605 NE Elam Young, Parkway
Hillsboro, OR 97124

Water Environment Services

Allen L. Bethel
Authorized Signature _____ Date _____

Chair _____ Date _____

Allen L. Bethel
Name / Title (Printed) _____

Recording Secretary

082027-15
Oregon Business Registry #

APPROVED AS TO FORM

DNP/OR
Entity Type / State of Formation

Amanda Keller
County Counsel

Digitally signed by
Amanda Keller
Date: 2022.06.16
11:43:40 -07'00'

**EXHIBIT A
SCOPE OF WORK**

- Cleaning shall be performed at the Tri City Water Resource Recovery Facility and the Kellogg Creek Water Resource Recovery Facility in accordance with the chart below.
- Notwithstanding the chart below, the strip and wax will occur during the month of June annually as opposed to bi-annually.

Locations:

Location Name	Address
West Tri City Admin (5 days a week)	15941 South Agnes Ave., Oregon City, OR 97045
Tri City Lab (3 Days a week)	15941 South Agnes Ave., Oregon City, OR 97045 Building "B"
Kellogg Plant C Admin (2 days a week)	11525 SE McLoughlin Blvd, Portland, OR 97222 Vinyl and tile floors
Kellogg Plant Back building (2 days a week)	11525 SE McLoughlin Blvd, Portland, OR 97222

LOBBIES, PUBLIC CORRIDORS, STAIRWELLS, ELEVATOR CABS	FREQUENCY					
	Daily	WK	MO	QTLY	BI- ANN	YRLY
Empty/damp mop all waste receptacles. Replace liners as needed	x					
Empty/damp mop all recycling receptacles. Replace liners as needed	x					
Dust mop all areas using a treated mop	x					
Dust all horizontal surfaces within 72" in height		3x				
Clean all horizontal surfaces within 72" in height		x				
Sanitize and polish all drinking fountains	x					
Clean and polish all metal bright work		3x				
Spot clean all walls, doors, light switches, control panels	x					
Dust all high reach areas (above 72")		x				
Vacuum all carpeted areas	x					
Dust all low reach areas including baseboards & ledges		x				
Detail vacuum/edge all areas		x				
Vacuum all ceiling and wall air grills			x			
Wash all ceiling and wall air grills				x		
Spot mop all resilient floor surfaces	x					
Complete mop all resilient floor surfaces		3x				
Dust blinds and drapes			x			
Spot clean with extractor or spotting agent all carpet spots: As needed	x					
Clean door glass, interior glass of lobbies & reception/counter	x					
Dust all office furniture and equipment within 72" height		x				

Dust around and behind office equipment		x				
Clean window sills and ledges			x			
Wipe down countertops & tables with disinfectant	x					
Wipe down non upholstered lobby furniture with disinfectant	x					
Clean visible marks/prints from interior of windows	x					
Dust lamps and side tables		x				
Clean washable furniture/equipment with disinfectant			x			

RESTROOMS, LOCKER ROOMS, SHOWER ROOMS	Daily	WK	MO	QTLY	BI-ANN	YRLY
Empty trash, replace liners and clean outside of containers	x					
Vacuum all carpeted areas	x					
Clean, disinfect all restroom, locker room fixtures (urinals,sinks)	x					
Clean, disinfect all restroom partitions, walls and doors	x					
Clean and sanitize all showers and walls	x					
Clean and fill all dispensers	x					
Sweep all floors	x					
Spot clean all walls	As needed					
Clean grout			x			
Polish all metal brightwork		3x				
Dust all blinds			x			
Clean all glass and mirrors	x					
OFFICES, MEETING ROOMS, COMMON AREAS	Daily	WK	MO	QTLY	BI-ANN	YRLY
Empty all waste receptacles. Replace liners as needed	x					

Empty all recycling receptacles. Replace liners as needed	x					
Wipe down countertops, tables with disinfectant	x					
Clean and sanitize all telephones		x				
Dust all furniture, equipment and accessories		x				
Vacuum all carpeted areas	x					
Detail vacuum/edge all carpeted areas		x				
Spot clean all vertical surfaces		x				
Vacuum all ceiling and wall air grills			x			
Wash all ceiling and wall air grills				x		
Dust all blinds and drapes			x			
High dust all surfaces over 72"			x			
Low dust all surfaces including baseboards and ledges		x				
Spot clean with extractor or spotting agent all carpet spots		x				
Spot clean all upholstered furniture and fabric partitions			x			
Dust around and behind computer terminals			x			
<i>EATING AREAS</i>	Daily	WK	MO	QTLY	BI- ANN	YRLY
Damp clean & sanitize tables, counters, appliance exteriors	x					
Empty all containers and disposals.	x					
Wash & sanitize exterior of all containers	x					
Empty and damp wipe all recycling receptacles as needed	x					
Replace liners as needed in recycling receptacles	x					
Clean and disinfect sinks	x					

Mop with disinfectant	x					
Vacuum carpeted areas	x					
Clean and fill dispensers	x					
Low dust all surfaces below 72"	x					
High dust all surfaces above 72"		x				
MISCELLANEOUS	Daily	WK	MO	QTLY	BI-ANN	YRLY
Empty and clean exterior ashtrays	x					
Empty and clean trash receptacles near exterior doors: as needed	x					
Sweep exterior of all entry doors including mats	x					
Clean lens covers on all light fixtures					x	
Check logbook and make corrections	x					
Wash all windows, interior & exterior of entire building					x	
Notify Facilities Mgmt of any irregularities (defective plumbing)	x					
Turn off all lights except those to be left on	x					
Close and latch all windows - lock all doors	x					

FLOOR CARE	Daily	WK	MO	QTLY	BI-ANN	YRLY
Spot clean all carpeted areas: As needed		x				
Maintain high gloss finish on vinyl and tile floors					x	
Clean grout in tiled areas					x	
Clean carpets in lobbies, meeting rooms, hallways					x	
Clean carpets in high traffic areas					x	
Complete strip and wax all resilient floors					x	
Clean carpets in all offices and meeting rooms					x	

	TC Admin			TC LAB			KC Admin			KC Back		
	22/23	23/24	24/25	22/23	23/24	24/25	22/23	23/24	24/25	22/23	23/24	24/25
Per Time Use - Supplies	\$ 1,647.45	\$ 1,991.19	\$ 1,991.19	\$ 2,004.91	\$ 2,004.91	\$ 2,004.91	\$ 1,420.02	\$ 1,420.02	\$ 1,420.02	\$ 1,396.08	\$ 1,396.08	\$ 1,396.08
Equipment, Tools & Subcontracting	\$ 344.00	\$ 344.00	\$ 344.00	\$ 177.33	\$ 177.33	\$ 177.33	\$ -	\$ -	\$ -	\$ 166.67	\$ 166.67	\$ 166.67
Subtotal	\$ 1,991.45	\$ 2,335.19	\$ 2,335.19	\$ 2,182.25	\$ 2,182.25	\$ 2,182.25	\$ 1,420.02	\$ 1,420.02	\$ 1,420.02	\$ 1,562.74	\$ 1,562.74	\$ 1,562.74
Labor												
Direct Labor	\$ 38,106.16	\$ 39,691.11	\$ 41,310.68	\$ 13,512.11	\$ 14,082.44	\$ 14,671.32	\$ 5,964.06	\$ 6,211.98	\$ 6,471.45	\$ 6,087.76	\$ 6,341.76	\$ 6,595.76
Labor per hour	\$ 17.25	\$ 18.00	\$ 18.75	\$ 17.25	\$ 18.00	\$ 18.75	\$ 17.25	\$ 18.00	\$ 18.75	\$ 17.25	\$ 18.00	\$ 18.75
Overhead												
See Overhead Worksheet	\$ 6,207.80	\$ 6,526.43	\$ 6,774.13	\$ 2,389.12	\$ 2,476.12	\$ 2,565.14	\$ 1,217.19	\$ 1,260.45	\$ 1,300.61	\$ 1,181.26	\$ 1,229.50	\$ 1,268.35
Delivery												
Transportation	\$ 491.87	\$ 646.54	\$ 646.54	\$ 110.57	\$ 115.83	\$ 115.83	\$ 480.87	\$ 512.46	\$ 512.46	\$ 73.13	\$ 134.55	\$ 134.55
Total Before Margin	\$ 46,797.29	\$ 49,199.28	\$ 51,066.54	\$ 18,194.04	\$ 18,856.64	\$ 19,534.54	\$ 9,082.14	\$ 9,404.91	\$ 9,704.53	\$ 8,904.89	\$ 9,268.56	\$ 9,561.41
Reserve												
Margin Held in Reserve	\$ 955.05	\$ 1,004.07	\$ 1,042.17	\$ 183.78	\$ 190.47	\$ 197.32	\$ 280.89	\$ 290.87	\$ 300.14	\$ 181.73	\$ 189.15	\$ 195.13
Total Bid Yearly	\$ 47,752.33	\$ 50,203.34	\$ 52,108.72	\$ 18,377.82	\$ 19,047.11	\$ 19,731.86	\$ 9,363.03	\$ 9,695.78	\$ 10,004.67	\$ 9,086.62	\$ 9,457.71	\$ 9,756.54
Monthly	\$ 3,979.36	\$ 4,183.61	\$ 4,342.39	\$ 1,531.49	\$ 1,587.26	\$ 1,644.32	\$ 780.25	\$ 807.98	\$ 833.72	\$ 757.22	\$ 788.14	\$ 813.04

Supplies that are billed back
Scott 2ply toilet tis embossed wht
Scott coreless bath tissue 2 ply 36 rolls
Renown G5 Hard roll towel Natural
Enmotion high cap roll TWL 6/case
liner 36x58 2 mil blk 55gal
renown lnr 33x39 blk
renown lnr 24x24 6mic nat 50/roll
Liner paper waxed sanitary bags - 9
1/2 fold recycled toilet seat cover