

CONTRACT #2017-WX-08

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

BLAIRCO, INC.

7609 Macarthur Blvd., Vancouver WA 98664

Services Being Funded:

Heat Repair Services

Contract Period:

January 1, 2017 – December 31, 2018

Funding Source:

Fund 1936 – Weatherization

DUNS Number:

782129886

CFDA Numbers:

81.042, 93.568, 81.F15-43104-406

CONTRACTOR FISCAL CONTACT	COUNTY PROGRAM CONTACT	COUNTY FISCAL CONTACT
Jeff Larson 360-695-1476 jl Larson@blaircoheating.com	Jerry Giese 360-397-2375 x 4079 jerry.giese@clark.wa.gov	John Jokela 360-397-2075 x 7883 john.jokela@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the “County,” and Blairco, Inc., hereinafter referred to as the “Contractor,” agree to the terms of this Contract as well as the Clark County Department of Community Services General Terms and Conditions which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at: <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

FOR BLAIRCO, INC.:

Mark McCauley, County Manager

DocuSigned by:
Jeff Larson 12/2/2016
85A2B48C1935402

Jeff Larson, General Manager/Controller

APPROVAL AS TO FORM ONLY:

DocuSigned by:
Amanda Migchelbrink 12/1/2016
F6B2CB11526542F...

Amanda Migchelbrink
Deputy Prosecuting Attorney

**STATEMENT OF WORK
CONTRACT #2017-WX-08
BLAIRCO, INC.**

WEATHERIZATION FUNDING SOURCES		
FEDERAL	STATE	LOCAL
U.S. Department of Energy CFDA #81.042 Bonneville Power Authority CFDA #81.F15-43104-406 U. S. Department of Health and Human Services Low Income Home Energy Assistance Program CFDA #93.568	Washington State Department of Commerce Matchmaker Program	Clark Public Utilities Northwest Natural

1. PROGRAM DESCRIPTION

The Department of Community Services Housing Preservation Program provides heat repair services to qualified homeowners through the Weatherization Program and the LIHEAP Program. Heating system repair or replacement is provided to the homeowner, depending on what is needed, based on the contractor's on-site evaluation. Work is done in site-built and mobile homes as well as multi-family housing. The County shall refer all work directly to the Contractor.

2. REQUEST FOR PROPOSAL AND CONTRACT COMPLIANCE

- 2.1. The Contractor shall provide and bear expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for the constructing and completing the work provided for in this Contract and every part thereof in accordance with the proposal document submitted in response to RFP #712 and work authorized by the County.
- 2.2. All supplies or workmanship shall be subject to inspection and test by the County prior to acceptance. In case of defective material, poor workmanship, or non-conformity to a job specification, the County shall have the right to reject with or without instructions as to disposition, or to require correction or replacement.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. Bid Items

- 3.1.1. The Contractor shall clean, tune, and/or repair one or more of the heating systems listed below, in accordance with its written proposal:
 - 3.1.1.1. Wall / baseboard heaters
 - 3.1.1.2. Electric furnace / heat pump
 - 3.1.1.3. Ceiling heat
 - 3.1.1.4. Gas / propane
 - 3.1.1.5. Oil
- 3.1.2. For cleaning and tuning gas, oil, or electric systems, the Contractor shall follow the procedures listed in Attachments F, G, and H in RFP #712 for HVAC Services. For this service, the Contractor will charge the rates provided in its HVAC Services bid sheet which is attached hereto as Exhibit A.
- 3.1.3. For installing heating system thermostats, the Contractor will charge the rates listed on the Contractor's HVAC Services bid sheet which is attached hereto as Exhibit A.
- 3.1.4. The Contractor may occasionally be required to replace a customer's entire heating system. Said replacements must be approved in advance by the County. For this service, the Contractor will charge the County on a parts and labor basis. The labor rate will be the "Hourly labor rate" listed on the Contractor's HVAC Services bid sheet. Parts and equipment will be charged to the County on a "cost-plus" basis using the "markup rate" provided on the Contractor's HVAC Services bid sheet. Contractor will provide the County with proof of its costs for all parts and equipment charged to the County.

3.2. Other Requirements

- 3.2.1. Contractor shall ensure that all new furnaces meet current building codes and are installed using "Manual J" calculations.
- 3.2.2. Contractor shall ensure that all employees are familiar with the job order and specifications.
- 3.2.3. Contractor shall ensure that employees and agents carry sufficient identification to show by whom they are employed and are able to display said identification upon request to County staff or clients.
- 3.2.4. For replacement of heating appliances, Contractor shall submit original warranties and all pertinent documents and manuals to the client and copies of same to the County.
- 3.2.5. Contractor shall ensure that its work and material complies with all applicable local, state, and federal regulations.
- 3.2.6. Contractor shall warrant all work for a period of not less than one year from the date of final approved inspection.

- 3.2.7. Contractor shall correct any deficiencies to its work within two working days of notification by the County.

4. PAYMENT FOR SERVICES

- 4.1. The Contractor shall bill for its services in accordance with the Contractor's Bid Sheet for RFP #712 for HVAC Services and the Payment Provisions section of the Clark County Department of Community Services General Terms and Conditions.
- 4.2. Travel expenses are included in the Contractor's rates. Travel charges may not be billed to the County.

SPECIAL TERMS AND CONDITIONS

1. APPLICABLE REGULATIONS

The enabling legislation for the Weatherization Assistance Program is found at 42 USC Sec. 6861. In performing under this Contract, the Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state and federal governments, including the applicable portions of the Washington State Department of Commerce Weatherization Assistance Program grants: Low-Income Home Energy Assistance Program (LIHEAP), Department of Energy (DOE) Weatherization Assistance Program, Bonneville Power Association (BPA) Low Income Energy Efficiency Program, and in accordance with the bid document submitted in response to the Clark County Request for Proposal #712 for HVAC Services.

2. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract for any work required in this Contract without the prior written consent of the County. The Contractor will assure any subcontractor's work on the project, and verify appropriate licenses, insurance and, if needed, a bond.

3. CONTRACT PERIOD

- 3.1. Subject to its other provisions, the initial contract term shall be for two (2) years, from **January 1, 2017 to December 31, 2018** with two (2) two-year extension options, for a total of six years, with the same terms and conditions. Contract extensions will be subject to the written approval of both parties.
- 3.2. Services must be provided, and all billable costs incurred, within the contract period.
- 3.3. The Contractor shall have an additional 30 days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

4. CLIENT PRIVACY STANDARDS

- 4.1. Personal information collected, used, or acquired in connection with any state-funded program shall be used solely for the purpose of that program. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons the personal information without express written consent of the client or as provided by law. The written consent must include what client information may be shared and to whom or which agencies/businesses. The Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

- 4.2. Personal information includes but is not limited to information that would identify an individual's health, education, business, use or receipt of governmental services, names, addresses, age, telephone numbers, social security numbers, driver's license numbers and finances including financial profiles, credit card numbers or other identifying numbers.
- 4.3. The County reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor. Not properly maintaining clients' private information could result in termination of the contract or subcontract. The Contractor agrees to indemnify and hold harmless the County, the State and its officers, employees and authorized agents for any damages related to the Contractor's unauthorized use of personal information.

5. DOCUMENTS INCORPORATED BY REFERENCE

The documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- 5.1. Clark County **RFP #712 for HVAC Services** and the Contractor's Proposal
- 5.2. The Policies and Procedures for Managing the Washington State Low-Income Weatherization Assistance Program and the Specifications and Standards for the Low-Income Weatherization Program
- 5.3. The terms and conditions of all Clark County contracts with the Washington State Department of Commerce, Clark Public Utilities, and Northwest Natural
- 5.4. Any other material incorporated herein by reference

6. INSURANCE

Insurance coverage for this contract is Pursuant to the insurance requirements that were specified in RFP #712 for HVAC Services. The contractor shall provide the County with an insurance certificate which meets these requirements. During the term of the contract, the Contractor shall submit renewal certificate not less than thirty (30) calendar days prior to expiration of each policy required under this section. All coverage must be through companies that have an A.M. Best's rating of A-VII or higher.

- 6.1. Commercial General Liability (CGL) Insurance
The Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to \$5,000, and \$1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources

regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

6.2. Automobile Insurance

Assuming vehicles are used in the Contractor's business, an ACORD form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by the Contractor. This coverage may be added to the above CGL or BOP ACORD Form(s).

6.3. Fidelity Insurance

The Contractor shall provide the County with proof of Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be \$100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

6.4. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

7. NON-ASSIGNABILITY OF CLAIMS

No claim arising under this contract shall be transferred or assigned by the Contractor.

8. NON-COMPLIANCE WITH APPLICABLE LAWS

At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

9. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented in U.S. Department of Labor regulations, 41 CFR 60.

10. PERFORMANCE STANDARDS

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, with additional requirements contained in the Statement of Work of this Contract, and with any other standards or criteria established by the County to assure quality of services necessary for the performance of this Contract and any additional requirements contained in the documents incorporated by reference in the Contract.

11. PREVAILING WAGE

11.1. The work performed by this Contract is subject to the State's prevailing wage law, Chapter 39.12 RCW. Prevailing Wage Act application depends on the nature of the work that is performed, regardless of the worker's job title. The Contractor is advised to consult with the Washington State Department of Labor and Industries Prevailing Wage Office to determine the prevailing wages that shall be paid at: www.lni.wa.gov/tradeslicensing/prevwage.

11.2. Prevailing wages shall be paid to workers and include a listing of the prevailing wage rates that apply. The Contractor is responsible for determining the correct worker classification in order to ensure correct wages are paid. The Contractor shall file a Statement of Intent to Pay Prevailing Wages (Intent) form, and an Affidavit of Wages Paid (Affidavit) form, for each job assigned by the County.

12. TERMINATION

12.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.

12.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.

12.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

12.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause any time by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such

purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

- 12.3. Disposition of Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- 12.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

13. WORK HOURS AND SAFETY STANDARDS

- 13.1. All services shall be provided in accordance with federal, state and local safety standards, including U.S. Department of Labor, Occupational Health and Safety Administration standards.
- 13.2. The Contractor shall compute the wages of every laborer on a project financed by funds under this Contract on the basis of a standard workday of eight hours and a standard work week of 40 hours, unless otherwise specified in a labor management agreement or the personnel policies of the Contractor.
- 13.3. No laborer shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health or safety. See Work Hours and Safety Standards Act, Sections 103 and 107, 40 USC Sections 327-330, and Department of Labor regulations at 29 CFR Part 5.

EXHIBIT A

Contractor's Bid Sheet

Request for Proposal #712
HVAC Services**ATTACHMENT E: BID SHEET**

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SECTION 1 -- FURNACE OR STOVE "CLEAN AND TUNE"	
	LABOR AND MATERIALS
Electrical Furnace	\$ <u>189.00</u> + TAX
Gas Furnace	\$ <u>239.00</u> + TAX
Oil Furnace	\$ <u>N/A - No Bid</u>
Wood or Pellet Stove	\$ <u>N/A - No Bid</u>

SECTION 2 -- THERMOSTAT, INCLUDING INSTALLATION	
	LABOR AND MATERIALS
Honeywell Focus Pro 5000 or equal (single)	\$ <u>229.00</u> + TAX
Honeywell Focus Pro 5000 or equal (multi)	\$ <u>259.00</u> + TAX
Honeywell Focus Pro 6000 or equal (single)	\$ <u>269.00</u> + TAX
Honeywell Focus Pro 6000 or equal (multi)	\$ <u>279.00</u> + TAX
Honeywell Vision Pro 8000 or equal (single)	\$ <u>369.00</u> + TAX
Honeywell Vision Pro 8000 or equal (multi)	\$ <u>379.00</u> + TAX
Honeywell White-Rogers 1A65-641 or equal	\$ <u>N/A - No Bid</u>

SECTION 3 -- FEES, MARKUP, AND HOURLY RATES FOR ALL OTHER WORK	
Intent and Affidavit fee	County will pay the Contractor a \$110 fee for this service
Hourly labor rate	\$ <u>109.00</u> per hour
New HVAC equipment/parts markup rate	<u>20</u> %