



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Roth Construction, Inc. dba ServiceMaster Cleaning by Roth – COVID-19 Temporary Housing Facility Cleaning Services Contract Amendment #3

DATE: January 13, 2021

Attached is a contract amendment between Whatcom County and Roth Construction, Inc. dba ServiceMaster Cleaning by Roth for your review and signature.

▪ **Background and Purpose**

This contract provides funding for cleaning services provided at the Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. The purpose of this amendment is to extend the contract through 01/31/2021 and increase the budget by \$16,667 for the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$166,667. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020-2021 budgets. Council approval not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004011 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Roth Construction, Inc. dba ServiceMaster Cleaning by Roth	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202004011
Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	3.08.100(A)(6)	If No, include WCC: **Under Declaration of Emergency**
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#: 21.016 / 21.019/93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006003 / 201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center: 134150 / 660430 660440
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when :	
\$	150,000	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$	16,667	3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$	166,667	5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for cleaning services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	10 Months	Expiration Date:	01/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/23/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:	JT	Date: 01/13/2021
	8. Council approved (if necessary):	AB2021-015	Date: 01/12/2021
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202004011 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
3900 Spur Ridge Lane
Bellingham, WA 98226

CONTRACT PERIODS:

Original: 04/17/2020 – 07/05/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #1: 04/17/2020 – 10/31/2020

Amendment #3: 12/31/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 01/31/2021.
2. Revise Exhibit B – Compensation, to update the invoice deadline date; revised Exhibit B is attached.
3. Funding for the total contract period (04/07/2020 – 01/31/2021) is not to exceed \$166,667
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 12/31/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: DocuSigned by: Anne Deacon 1/13/2021
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by: Erika Lautenbach 1/13/2021
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: DocuSigned by: Royce Buckingham 1/13/2021
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

<u>DocuSigned by: Rob Richards</u>	Rob Richards, COO	1/13/2021
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

DocuSigned by: Satpal Sidhu 1/14/2021
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
Rob Richards, COO
3900 Spur Ridge Lane
Bellingham, WA 98226
360-815-2472
rob@smcbr.com

EXHIBIT "B" – Amendment #3
(COMPENSATION)

I. **Budget and Source of Funding:** Funding for this contract may not exceed \$166,667. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract.

Compensation: Contractor will be paid on a per unit basis as follows:

Weekly Unit Cleaning	
1 – 5 Units	\$375 each
6 – 10 Units	\$325 each
11 – 60 Units	\$300 each
Turnover and Initial Unit Cleaning	
1 – 5 Units	\$425 each
6 – 10 Units	\$350 each
11 – 60 Units	\$325 each
Weekly Common Area Cleaning	
\$1300 flat rate	

Scheduled After Hour Turn Over (5-day advanced notice)	
1 – 5 Units	\$525 each
6 – 10 Units	\$425 each
11 – 60 Units	\$400 each
Unscheduled After Hour Turn Over (less than 5-day advanced notice)	
1 – 5 Units	\$625 each
6 – 10 Units	\$510 each
11 – 60 Units	\$475 each
After hours defined as: hours after 5pm until 8am Monday-Friday and all of Saturday & Sunday	

Tax Rate is 8.7% and is not included in the above unit pricing.

II. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to *(include contract/PO #)* HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by February 15, 2021**. Invoices submitted for payment must include the items identified in the table above.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

- Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.