

**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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 202004011
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		If No, include WCC:	3.08.100(A)(6) **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? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#: 21.016 / 21.019/93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		202006003 / 201801023
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 134150 / 660430 660440
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 for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 150,000		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 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.	
This Amendment Amount: \$ 16,667			
Total Amended Amount: \$ 166,667			
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.:		Date:
	8. Council approved (if necessary):	AB2021-015	Date:
	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: 04/07/2020 – 07/05/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #1: 04/07/2020 – 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

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### 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.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Rob Richards, COO		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

\_\_\_\_\_  
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](mailto: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		Scheduled After Hour Turn Over (5-day advanced notice)	
1 – 5 Units	\$375 each	1 – 5 Units	\$525 each
6 – 10 Units	\$325 each	6 – 10 Units	\$425 each
11 – 60 Units	\$300 each	11 – 60 Units	\$400 each
Turnover and Initial Unit Cleaning		Unscheduled After Hour Turn Over (less than 5-day advanced notice)	
1 – 5 Units	\$425 each	1 – 5 Units	\$625 each
6 – 10 Units	\$350 each	6 – 10 Units	\$510 each
11 – 60 Units	\$325 each	11 – 60 Units	\$475 each
Weekly Common Area Cleaning		After hours defined as: hours after 5pm until 8am Monday-Friday and all of Saturday & Sunday	
\$1300 flat rate			

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](mailto:HL-BusinessOffice@co.whatcom.wa.us) Monthly invoices must be submitted by the 15<sup>th</sup> 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.