

EXHIBIT 1

Special Terms and Conditions

1. Purpose

The purpose of these **Special Terms and Conditions** is to establish additional terms, conditions, and requirements for **Plumbing Maintenance and Installation Services** agreement under the **Building Maintenance Services Roster Program** at various Hennepin County Facilities. In the event of a conflict between the Contract Documents the following order of precedence will prevail:

- 1) Special Terms and Conditions
- 2) Standard Terms and Conditions
- 3) Cost Proposal Worksheet

2. Contract Period

The contract period will be **two (2) years** from the date of award **OR** may terminate upon spending an amount not to exceed (NTE) **\$500,000**, unless terminated sooner pursuant to provisions in this contract. The contract may be extended pursuant to **Section 6.2** of the **Standard Terms and Conditions**.

3. Award and Execution of Contract

The contract that will be awarded under this solicitation will be a Principal Agreement that includes the following Contract Documents: Special Terms and Conditions, Standard Terms and Conditions, Cost Proposal Worksheet.

Before a contract becomes effective between the County and any Proposer, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the contract, then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

The term "Contractor" in this Exhibit 1 means a Proposer that is awarded a contract. Award of the contract is NOT a guarantee of work, nor is it a guarantee the County will utilize the total value of the contract. Contractor is discouraged from relying on the County as its primary source of work or income.

4. Scope of Work

Contractor shall furnish labor, materials, equipment, and supervision to perform plumbing maintenance and installation (Work) on an as-requested basis in county facilities included in this solicitation, with no amount of work guaranteed. The scope of Work, also referred to as Primary Work, shall include, but is not limited to general repairs, troubleshooting, testing, inspecting, renovation, replacement, installation, and maintenance of a wide range of plumbing equipment and systems. The services included in Primary Work may also include project estimation and budgeting of work.

The County reserves the right to contract and award work that falls under the stated Scope of Work to other vendors, contractors, or service providers without providing notice to Contractor.

Proposer / Contractor shall:

- Have the equipment, capability, capacity (including a sufficient number of trained / licensed employees, finances, and resources) to meet the demands of the specified services.

- Ensure that pricing is sufficient to pay all applicable federal and state withholdings, worker’s compensation insurance, and all other expenses related to the provision of services.

5. Subcontracting of Work

All Work under this contract is considered Primary Work unless otherwise specified. Hennepin County requires Contractor to self-perform all the Primary Work. **No subcontracting of Primary Work will be allowed without prior written authorization.** If the Contractor determines subcontracting is required, **Contractor must receive prior written authorization from the County Authorized Representative**, CAR, which shall be identified as the Facilities Operations Manager (FOM) or Project Manager (PM), or an approved representative of their choosing (Sr. Facilities Operations Manager (Sr. FOM), Building Operations Manager (BOM), etc.).

Hennepin County reserves the right to **approve and/or deny** the use of any subcontractor. The County may recommend or may require the use of a particular subcontractor, which could be vendor already under contract with the County. Contractor is responsible for subcontractor’s work performance, liability, and payment for any subcontracted work utilized within the scope of this contract.

6. Insurance Revisions

Contractor’s insurance is required in accordance with **Section 8.1** of the **Standard Terms and Conditions**, with the exception of the following revision for the Commercial General Liability limits:

<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$500,000
Products—Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence—Combined Bodily Injury and Property Damage	\$500,000

7. Prevailing Wage Requirement

Prevailing Wage is NOT required under this agreement.

8. Contract Rates & Rate Adjustments

When a contract is awarded, the rates in the winning Proposal become the contract prices. If there is a mark-up percentage entered on **Attachment B-Cost Proposal Worksheet**, that percentage becomes contract rate for that item on the worksheet (subcontractor, equipment rental, parts & materials, etc.).

The County will only pay for the items listed on **Attachment B-Cost Proposal Worksheet**. Contractor must incorporate all costs in its unit prices, including but not limited to labor, supervision, overhead, profit, onboarding training, travel (including between county buildings), mileage, parking, storage, delivery of supplies. The County will not pay for subcontractors, rental of equipment/ tools, and purchase of materials/supplies unless the CAR authorized payment of the applicable items.

Contractor may request to adjust prices in writing only, no later than sixty (60) days prior to the twelve (12) month anniversary or expiration date of the contract award date (effective begin date), but not more than once every twelve (12) months, for increases in “Costs”. Price increases shall be allowed only in accordance with this Section.

“Costs”:

- May not include managerial salaries, profit margin, or general overhead.

- May require the Contractor to furnish detailed documentation acceptable to the County before a price increase is allowed. Contractor shall furnish such documentation promptly.
- May be deemed unacceptable by the County. If the increases are unacceptable, the County reserves the right to terminate this contract in accordance with the terms of this contract.
- May include an increase in the prevailing wage rate (if required by the County); or the imposition or increase of any governmental charge, fee, or tax specific to the conditions of this contract (e.g., FICA, Medicare, unemployment tax.).

The percentage mark-up for overhead/profit, materials, subcontractors, and rental of equipment as listed by Proposer on its Cost Proposal Worksheet may not be increased for the duration of the contract.

Nothing in the above prohibits the Contractor from charging the County less than the contract price at any chosen time.

9. Equipment & Supplies

Contractor is to provide, at no additional cost to the County, all necessary equipment, hand, and power tools and supplies typical for the Work being performed. Mechanical or other equipment used for Work must be of a type that is approved by the industry and shall be operated in such a manner as not to cause danger of any nature to employees or other persons or damage to the building site, structure, fixtures, furnishings, or other property. The Contractor shall not charge the County for additional equipment, tools, and supplies unless the charge is approved by the CAR prior to the work beginning.

The County may decide to pay for additional equipment, tools, supplies, or materials not typical of the Work being performed. Any items purchased in this manner must stay at the work location after completion of the Work.

Contractor must not store equipment, tools, supplies, or materials on site unless authorized in writing by the CAR. The County will not pay for any storage, fees, or other expenses related to the storage of materials, tools, supplies, or equipment, unless it has been pre-approved by the CAR in writing.

10. County's Authorization of Work

Purchase Order Required

The County Authorized Representative (CAR) will authorize work by issuing a Purchase Order prior to the commencement of any work. Contractor must obtain a new Purchase Order number from the CAR for each calendar year. Hennepin County issuing a Purchase Order **does NOT** authorize work to begin, see work scheduling below.

Work Scheduling

Prior to any Work commencing as part of this contract, the **Contractor shall contact the CAR for approval** and to arrange a site visit, if necessary. Site visits will not be allowed without prior notification. Work may not begin without written authorization from the CAR.

If any approved work requires taking anything out of operation, the Contractor shall notify the CAR. The Contractor shall also notify the CAR when it is returned to operation.

Cost Estimates

Cost estimates for work to be performed must be prepared by professionally qualified personnel and **submitted to the CAR within ten (10) business days, unless otherwise agreed upon by the CAR & Contractor in writing**, so they can be relied upon for reasonable accuracy by the County. **All Work is to be estimated and invoiced on a "time and materials" basis versus a "not-to-exceed" basis.**

Estimates are solely for the creation of a Purchase Order and cannot be relied on for payment. See **Section 11-Invoicing for Payment** for additional information.

The estimate shall include a written description of Work scope, list of subcontractors (if applicable), estimated hours per job classification, hourly rates per the contract prices, an itemized list of materials and equipment to be supplied, dumpster rental, recycling/waste disposal fees, and any other assumptions used to generate the estimate.

Shop drawings or equipment/material data sheets must be submitted to the CAR for any materials and equipment that exceed \$1,000.

At the time the cost estimate is provided, Contractor should supply an anticipated schedule of work and estimated lead times for materials, as applicable.

Contractor must **call out exclusions** to the cost estimate for work, such as low voltage, plumbing, etc., that will need to be performed by others (not the Contractor).

If the Contractor becomes aware that the cost of the Work will exceed the amount of the Purchase Order, the Contractor shall notify the CAR right away for written approval to continue. Failure to obtain approval may result in delay or reduction of payments to the Contractor. The County may request the Contractor to provide additional information supporting the reason for exceeding the initial estimate.

The County will reimburse the Contractor for developing cost estimates that require a site visit that lasts more than one (1) hour. The County will reimburse the Contractor for all cost estimates requested by the County that are prepared solely for budgeting or scoping purposes. Reimbursement shall be in accordance with contract prices.

Progress Meetings

The Contractor may be required to meet with the County to discuss work progress and contract-related matters. Contractor's Project Manager must attend these meetings. Contractor should, at a minimum, provide weekly project updates to the CAR either via meeting or in writing. When meetings take place, at least one of Contractor's employees from the job site shall attend, and when applicable, the Foreman should be present if one has been designated for a project.

11. Invoicing for Payment

The Contractor is required to submit invoices upon completion of services rendered, ensuring that the invoiced prices align with the contract prices. Payment will be made based on the actual work completed, which may differ from the Purchase Order amount.

Invoices must be submitted to the County for payment within sixty (60) days following the completion of work. Failure to submit invoices within sixty (60) days could result in non-payment or reduced payment.

Invoices are to be sent through email to OBF.Internet@hennepin.us, copying the County Authorized Representative (CAR) on the same email.

Alternatively, invoices can be submitted via US Mail to **Hennepin County Accounts Payable at PO Box 1388, Minneapolis, MN 55440-1388.**

Invoice Requirements

The following items are required on all invoices submitted to the County for payment:

- Facility Name must be clearly stated on the invoice.
- Service Date(s) should be included for each service provided.
- Purchase Order Number is necessary for tracking and processing payments.
- Each invoice must have a unique Invoice Number.
- Contract Number and Project Number (if applicable) should be provided.
- County Authorized Representative's name should be mentioned for reference.
- Detailed description of the work completed is required for clarity.
- Hourly Rate details should include the first & last name, job classification, approved labor rate, hours worked, and total labor cost for all service personnel.
- Materials section should include material cost, contractual percentage mark-up, and sales tax (no markup allowed).
- Subcontractor costs should be detailed with subcontractor(s) costs, mark-up, and sales tax. No markup is allowed on sales tax.
- Rented Equipment costs should include rental cost, mark-up, and sales tax. (No markup is allowed on sales tax).
- Permit Fees and Disposal & Recycling Fees should be included, if applicable, with receipts as backup.
- Sales Tax should be clearly stated, if applicable.

Sales Tax Information

The Contractor is accountable for keeping up to date with State Sales Tax Requirements and ensuring accurate invoicing. If the Contractor pays sales or use tax to their supplier when purchasing materials, supplies, and equipment, they can include that tax in the materials cost charged to Hennepin County. However, they are not permitted to apply a mark-up on the tax portion of the item; this shall be a pass-through only.

The applicable law is Minnesota Statutes, Section 297A.70, Subdivision 2, and is subject to change. Relevant sales tax industry guides can be found at the following URLs as of the date of this solicitation:

- <https://www.revenue.state.mn.us/guide/purchases>
- <https://www.revenue.state.mn.us/guide/other-government-exemptions>

Non-Payment

Hennepin County will not compensate for incomplete or unsatisfactory work. The Contractor will receive written notification from the CAR before any non-payment or adjustments to invoices are made.

Charge Backs (if applicable)

The Contractor may have charges deducted directly from their contract invoice payment(s). These charges may include, but are not limited to, services or tasks that were not performed as required; failure to respond to emergencies; lost locks, keys, ID badges, or access cards; damage to property or voided warranties caused by the Contractor's activities; and false alarm charges resulting from the Contractor's personnel not following security procedures.

The CAR will provide Contractor with written communication (email, etc.) **prior to** any charge backs being taken.

Outstanding Invoice Payments

All questions regarding pending payments for submitted invoices must be directed exclusively to the CAR and FS.Finance@hennepin.us. The Contractor is prohibited from contacting any other County representative for updates on outstanding invoice payments.

12. Service Requirements

Project Management

The County shall not reimburse the Contractor for project management unless an applicable project management rate was included as part of the **Attachment B-Cost Proposal Worksheet**. Costs for project management over and above foreman supervision of on-site trade personnel shall be incorporated within the overhead portion of the proposed labor rates or within the specified service prices.

Employees Authorized to Perform Work

All Work shall be performed by and billed to the lowest applicable job class level. The majority of the Work requested under this contract is to be performed by one (1) trade person per job. All service shall be performed by personnel who are journeyman level (or equivalent according to industry norms) as described by industry standards. The Contractor must receive prior written approval from the CAR before assigning more than one (1) trade person per job. On jobs requiring more than three (3) trade persons, the Contractor shall be required to designate one (1) of those trade persons to perform the duties and responsibilities of a working Foreman and that person shall receive compensation as such.

Under this contract, the County expects trade persons listed on the **Attachment B-Cost Proposal Worksheet** to independently obtain and specify the necessary parts and materials needed to complete their work, appropriate for a single trade person. For the purposes of this Contract, the County defines a "Foreman" as an employee who is actively functioning in a supervisory or coordinating capacity over other personnel on a specific job site.

In cases where it is appropriate and permissible to charge a Foreman rate, the Foreman rate will only be charged for the individual who acted in a supervisory or coordinating capacity.

Signing In and Out / Job Ticket / Written Documentation

Contractor's employees shall notify the CAR of their arrival at the job site, prior to starting their activities, and again upon their departure. This notice of arrival and departure may be referred to as "sign in" and "sign out." The method for sign in and sign out will be determined by the CAR and may be face-to-face, by telephone or electronically. **The Contractor's failure to notify the CAR of their arrival and departure may result in delayed, reduced or no payment of submitted invoice.** This process may be modified by the County in the future.

In addition, Contractors must complete and sign a service activity report (job ticket) at the end of each workday, which must be submitted either in person or electronically to the CAR.

Supervision and Work Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The County may give specific instructions concerning construction means, methods, techniques, sequences, or procedures in a statement of work, as direction from the CAR, or in another format. The Contractor shall evaluate and be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the County and shall not proceed with that portion of the Work without further written instructions from the County.

If the General Superintendent is not on site during the performance of services, the Contractor must ensure someone who is on site is capable of enforcing and ensuring compliance with the requirements and standards for which the General Superintendent is responsible.

Compliance with Regulations and Permits

Contractor shall comply with or exceed all relevant statutes, codes, rules, and regulations as may be applicable to this contract and shall be responsible for securing any and all permits as required by the governing authority. The

County shall reimburse the Contractor for only the actual cost of those permits.

If the Contractor obtains a permit for the services, they are required to submit a copy to the County as soon as possible. For Substantial Completion, the Contractor is required to submit a copy of the permit with sign-offs applicable by that authority (for example: city inspector).

Substantial Completion

If applicable to the scope of work, Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner (Hennepin County) can occupy or utilize the work for its intended use.

Contractor must provide a date of Substantial Completion with any estimate / quote that is provided to the County, along with providing a detailed schedule if requested by the CAR.

For a period of one year after Substantial Completion, the Contractor shall warranty their Work and correct items not conforming to the requirements of the Work.

Correction of Work Deficiencies

The Contractor shall be responsible for correcting work deficiencies that are identified before Substantial Completion as well as during the warranty period.

The Contractor shall promptly correct known or discovered errors, omissions, or other defects in the Work. The Contractor shall also promptly correct work rejected by the County as defective, incomplete, inaccurate, or failing to conform to the requirements of the scope of work, correspondence, or direction by the CAR.

Rejection may take place before or after completion of the services, whether or not it has been fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the costs of uncovering, replacement, inspections, and additional testing.

If the Contractor fails to commence correction of nonconforming work within a seven (7) day period after written notice from the CAR, the County may correct the deficiencies by other means. In such case, the County may exercise rights and remedies as provided in the **Standard Terms and Conditions** found as an attachment in the solicitation.

Work Area Cleanliness

The Contractor shall maintain a clean environment at all immediate and adjacent areas impacted by the Work. The Contractor shall be responsible for promptly removing all non-salvageable objects, debris, and waste from the Work site as Work progresses in order to maintain a clean project area at all times. These areas shall be vacuumed, cleaned and unsoiled. Upon the completion of the Work, Contractor shall leave all areas impacted by the Work in a condition which existed prior to start of the Work, and in a condition that is satisfactory to the County. Work areas within occupied facilities must conform to strict non-dust migration, non- vaporous and low noise materials and methods.

Security of the Site

The Contractor is responsible for ensuring all entries/exits to the work area are secure during the discharge of their duties (doors must not be propped open). The Contractor does not have the authority and shall not grant access to any person requesting entry into the building or specific work area.

Any items or articles of apparent value found by the Contractor's personnel in any areas of the building or site shall be turned over to the CAR or on-site Security. Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall be immediately reported to **Hennepin County Security Operations Center at 612-345-5111**.

Work Affecting Site Utilities or Alarms

Contractor's service personnel shall coordinate through the CAR (FOM or their designee) and SOC before beginning Work which may affect any site utilities or alarms. Contractor shall keep the CAR, or their designee informed of SOC notification. Contractor's service personnel shall inform CAR (FOM or their designee) and SOC when they are finished for the workday.

Correctional Facility Protocols

Prior to commencing any Work in Hennepin County Correctional Facilities, all Contractor personnel will be required to sign and abide by a site-specific Security and Operational protocol when performing services. The County will not pay for costs incurred by the Contractor to meet additional Security and Operational requirements.

13. Work Times

Normal Working Hours

Work shall be performed during normal working hours (7:00AM - 4:30PM) and normal working days (Monday – Friday, except holidays), unless service is an emergency response or authorized by the CAR.

Overtime and Holiday Hours

Any overtime or holiday work must be pre-approved by the CAR. Holidays include New Year's Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Recordings, pagers, or answering machines **will not** be acceptable. Emergency responses shall be coordinated through the CAR.

14. Safety and Hazardous Materials

General Safety Requirements

The Contractor shall be responsible for all safety precautions required in connection with their work, including regulations of the Occupational Safety and Health Administration (OSHA) and other governing agencies. The County reserves the right to oversee all Work from a safety standpoint and require the Contractor to take appropriate action to ensure code compliance and safety of all persons, including but not limited to its employees, the County, and the public,

A Safety Plan shall be submitted and reviewed with the CAR prior to commencement of any work, as applicable.

The Contractor shall immediately notify the CAR or the Facilities Call Center (612-543-3948) and report any safety related incident involving the following:

- Spill of hazardous substance or material,
- Creation of an indoor air quality issue such as dust and odor generation leading to complaints,
- Serious injuries on County property involving emergency service, urgent care, or hospitalization of Contractor's employees, subcontractors, County employees or members of the public,
- Property damage (including, but not limited to fire, electrical – shocks or arcing event, water damage, or structural damage),
- Regulatory agency contacts with Contractor or its subcontractors, and
- Business interruption – including loss of power, sewer system disruption, or other life safety building system.

Safety Training

The Contractor is responsible for providing safety training that meets OSHA standards and applies to the job specific hazards associated with their work. Hennepin County may request records that shall be submitted prior to the effective starting date of this contract and reviewed and updated annually by the Contractor at each anniversary date and at each subsequent renewal, indicating compliance with current State and Federal regulations.

Written verification indicating that the Contractor's employees have attended training programs appropriate to the line of work they perform such as Bloodborne Pathogens, Confined Space Entry, Lockout Tagout, Respiratory Protection, Hazardous Materials, Fall Protection, etc. The County has specific requirements for Electrical Safety and Hot Work Operations as specified below.

Material Documentation

Contractor must supply Safety Data Sheets (SDS) for all chemicals and/or products that will be used in relation to Work performed for the County.

Electrical Safety

Requirements of this section apply when electrical potentials exceed 50 volts.

Safe work practices shall be used to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed on or near equipment and/or circuits which are or may be energized. The safety related work practices shall be consistent with the nature and extent of the associated electrical hazards. In addition, workers shall:

- A. Be qualified to perform the electrical Work they are assigned.
- B. Be adequately trained in electrical hazard recognition and mitigation.
- C. Wear personal protective equipment appropriate to the electrical hazards of the Work.
- D. Use tools and equipment appropriate to the task.

Contractor is required to provide Arc Flash training and appropriate protective equipment to all employees working on or near electrical equipment on Hennepin County property.

Hot Work Operations

Hot Work is defined as cutting, welding, soldering, or other fire or spark-producing operation. Before conducting any type of Hot Work, the Contractor must obtain written approval from the CAR.

The Hennepin County Hot Work Permit is the only accepted form of written permission for granting Hot Work approval. Permit forms will be available in the building office or on the Hennepin County Internet. **The Contractor must complete both sides of the form and sign it to certify they will perform Work in accordance with required precautions.** A new Hot Work Permit will be completed at the beginning of each new day or task.

Prior to commencing any Hot Work, the Contractor must notify Hennepin County Security Operations Center (SOC) at 612-348-5111.

The completed Hot Work Permit shall be posted at the job site, with a copy of the permit being emailed to Hennepin County Workplace Safety at safety@hennepin.us.

Hazardous Materials

Removal of any hazardous material generated by the Contractor shall be its responsibility if said material was a result of its Work activity and/or process. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed in accordance with all applicable laws and regulations. The costs of proper disposal shall be included in the Contractor's cost proposal and shall not result in extra expense to the County.

Asbestos

The Hennepin County Asbestos Coordinator may require the Contractor to submit the following information for Work that may involve asbestos:

- A training acknowledgment indicating the Contractor's employees have seen the building survey and have been notified about Asbestos Containing Material (ACM) in the building.

- A description of the Contractor's medical surveillance program.
- Documentation that Contractor's employees have received at least sixteen (16) hours of training in asbestos control.
- A detailed description of the Work practices which avoid or minimize disturbing asbestos.
- A list of personal protective equipment and clothing used by the Contractor's employees for the Work.

This is for Work performed in close proximity to ACM where special practices to prevent damage to ACM and to eliminate any potential health hazard. No abatement of ACM will be performed under this contract.

If Contractor encounters any suspect material, Contractor shall immediately stop work and contact the Facilities Call Center (612-543-3948) so the Asbestos Coordinator can be alerted. . The County will investigate the suspect material(s) and use prior surveys, recent sampling, or new sampling to determine if the suspected material contains asbestos or other hazardous material(s). Suspect materials considered asbestos containing will be managed by the Asbestos Coordinator.

15. Salvageable, Non-Salvageable Items, and Surplus Materials

Non-Salvageable Items / Waste Disposal

For Work that require a dumpster or roll-off container for waste disposal, at least 75% (by weight or volume) of non-hazardous C&D waste should be reused or recycled. Materials that can't be reused should be recycled using one of the following methods:

- a) Collected as a mixed waste stream and sent to a facility that achieves a minimum 60% recycling rate.
- b) Separated into material categories on-site and sent to facilities that recycle the specified material. If sorting by material type, at a minimum, the following materials should be separated for recycling: cardboard, concrete, metals, untreated wood, and roofing material. If the Contractor elects to provide separate debris boxes on-site, all boxes must be clearly labeled with the material each box shall be designated to hold. All boxes shall be monitored daily to avoid illegal dumping by the public.
- c) Waste sent to a waste-to-energy facility will not be counted as recycling.
- d) Contractors must recycle waste generated by workers on-site at County buildings or by taking waste with them (example: beverage bottles and cans, office paper, etc.).

For Work that does not require a dumpster or roll-off container for waste disposal, reuse and recycling should be prioritized for any materials that need to be disposed of. The contractor shall be responsible for disposal of all materials according to all applicable codes and regulations.

The cost of disposal shall be included in the contract quoted rates. Receipts for disposal fees are required to be submitted with invoices.

Salvageable Items

Prior to commencement of work, Contractor should communicate with CAR to identify any items which should be salvaged or saved for re-use. Items identified as salvage or save for County re-use shall be cleaned, packed or crated, clearly labeled and stored in a secure area approved by the CAR so as to protect from damage during storage. Contractor shall carefully remove existing materials and equipment identified by the County to remain the property of the County. When not clearly identified by the plan, instructions, or located by discovery Contractor shall consult with the CAR for any salvage the County may wish to retain.

Contractor shall not sell, trade for profit or gift to third-party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary on-site storage and pick-up coordination and make allowance for such added care within the overhead portion of the proposed labor rates. Storage or sale of salvaged items or materials, by the Contractor, will not be permitted.

Surplus Materials and Equipment

Surplus Materials and Equipment means materials, equipment, or parts purchased by Contractor and paid for by the County, but which are ultimately not incorporated into the Work or consumed in the course of performing the Work. All trade discounts, rebates, and refunds, if any, and all returns from the sale of Surplus Materials and Equipment shall accrue to the County, and Contractor shall take such steps as are necessary to ensure that the County receives credit for all of the foregoing.

For those materials in which the County desires to retain attack stock (overage of materials not installed), Contractor shall leave those materials at the location of the Work as directed by the CAR.

16. Damages

Necessary precautions shall be taken at all times to protect persons, property and equipment from injury or damage. Any damage shall be reported, reviewed, and discussed with the CAR.

During deliveries, handling and installations, Contractor shall protect existing building structures, components, and other features and finishes from damage by any operation in conjunction with the Work. Contractor shall apply protective barriers or coverings where and when required to ensure protection from damage or deterioration of materials and finishes.

17. Conduct of Contractor's Employees On-Site

The following behavior is **not** allowed on County premises:

- Using improper language.
- Acting in a loud, boisterous, or otherwise unprofessional manner.
- Engaging in harassment or otherwise offensive conduct.
- Allowing unauthorized persons, including family and friends, to enter the building or area in which Contractor's employee is assigned. Visitors must stay in the public lobby until Contractor's employee arrives.
- Opening or going through any County property, including furnishings, or use of County equipment or property.
- Theft or aiding in the theft of County property.
- Sleeping on the job.
- Taking scrap material.
- Using tobacco products, including electronic smoking devices, anywhere on County premises.
- Using County tools, equipment or supplies without prior authorization.
- Possessing firearms or any other weapon, even if legally permitted to carry firearms or other dangerous weapons.
- Sexual misconduct, sexual abuse, and/or sexual harassment, as defined by Minnesota statute, and by state and/or federal law.

Contractor's employees deemed noncompliant by the County must be removed immediately and replaced within twenty-four (24) hours. Contractor's employees must submit to weapons screening as directed. Contractor's employees must be able to understand, read, and communicate in English under the performance of this Contract. Contractor must observe and comply with all of County's present and future rules and regulations regarding conduct on the premises.

18. Background Checks Required

All Contractor's Employees, including but not limited to owners, officers, agents, employees, partners, subcontractors, representatives, and volunteers, must complete background checks at the contractor's expense – no exceptions.

Hennepin County requires advanced background checks, including fingerprinting, for access to certain facilities and floors. The contractor must maintain sufficient personnel with these checks to handle turnover and ensure backup coverage.

A list of proposed employees must be submitted before work begins, and background checks must be completed with County approval before assigning any work. Delays must be promptly reported to the CAR.

The County will review background checks and determine suitability based on the services to be performed and access to information. Criminal records will be assessed following Minnesota Statutes Chapter 364, and the County reserves the right to reject employees with offenses.

Every thirty-six (36) months, or at the time of contract renewal, whichever is sooner, the Contractor is responsible for obtaining (with Hennepin County assistance) updated advanced level criminal background checks for each employee previously approved through the HCSO or DOCCR. Advanced level criminal background check information is to be submitted not less than thirty (30) days prior to the thirty-six (36) month anniversary date when renewing an HCSO or DOCCR check.

Hennepin County will review the criminal background check report information and, if possible, within ten (10) days will notify the Contractor of the employee's suitability for work at a Hennepin County facility. Hennepin County's review of a contractor employee's criminal background and its decision regarding the Contractor employee's suitability for work at a Hennepin County facility in no way absolves the Contractor of its responsibilities as outlined in the preceding or following paragraph(s).

The Contractor's decisions regarding the assignment of Contractor's employees to perform contract requirements in Hennepin County facilities shall be based on careful consideration of the contract work, reasonable security of the premises, its occupants and contents, performance standards and responsibilities required of the Contractor by the contract, and an employee's criminal record.

Sharing of Criminal Background Investigation Information

Contractor agrees that when Contractor provides criminal background check information to either the Hennepin County Sheriff's Office (HCSO) or to the Hennepin County Department of Community Corrections and Rehabilitation (DOCCR) for the purpose of determining whether to grant access to Contractor, its agents, employees, and/or subcontractors to facilities operated by the HCSO or the DOCCR, the HCSO and the DOCCR may share such information for said purpose without obtaining any additional consent from Contractor, its agents, employees, and/or subcontractors. Contractor shall inform its agents, employees, and subcontractors that such information may be shared in this manner. This authorization shall remain in effect so long as Contractor and/or its agents, employees, and/or subcontractors seek access to such facilities in connection with the Contractor's contract with Hennepin County.

Contractors must inform employees of the County's right to share background check information without additional consent. Employees refusing this must not be submitted for checks.

19. Building ID Badge, Card Access, Key Control

Responsibility

Identification badges, access cards, and keys are the contractor's responsibility.

Issuance

Badges and access cards will be issued only after fulfilling contract background check requirements. To receive an access card, the contractor's representative must submit the names of those needing access to ps.contractoraccessrequests@hennepin.us. Exceptions may include correctional and Sheriff's facilities.

Costs

Initial costs of access cards are borne by Hennepin County. Replacement of lost or damaged cards is at the contractor's expense (\$15.00 per card).

Reporting Lost/Stolen Items

Any lost, stolen, or broken keys/access cards must be reported immediately to the CAR. Failure to return keys/access cards will result in the contractor covering the costs to restore/maintain facility security.

Usage

Issued keys and access cards are for the exclusive use of the contractor's supervisory and service personnel assigned to the site. Removal of facility keys from the building requires prior written approval from the CAR. If keys are taken off the property, they must be returned immediately.

Liability

The contractor is liable for any loss or damage to keys, keyrings, etc. If the County incurs expenses to repair or rekey due to lost keys, the contractor will be responsible for all costs.

Damages

Any damages or losses suffered by the County due to the Contractor's failure to comply with this section shall be fully reimbursable by Contractor.

4. Facility Additions & Deletions

Hennepin County reserves the right to remove or add facilities from / to this agreement as needed.

If seeking to remove facilities, Hennepin County will give as much notice as possible. However, there is no requirement for early notification to the Contractor.

Facility additions or deletions or other reasonable adjustments to the scope of work that do not change the main purpose of the contract will be invoiced according to the pricing in **Attachment B-Cost Proposal Worksheet**.

20. COVID-19 Policy

The Contractor must comply with all COVID-19 rules and policies, adopted by the County Board, and implemented by County Administration, which apply to persons who enter County facilities occupied by County employees. The Contractor shall comply with all additional requirements established by the County related to the enforcement of the vaccination/testing rule.

Contractor must abide by County's requirements for visiting County buildings, including wearing required face coverings **when applicable**. The requirements are subject to change at County discretion.

21. Termination for Convenience

County may terminate this contract, in whole or in part, with or without cause, at its sole discretion upon written notice to Contractor. Such notice shall be made in writing at least thirty (30) calendar days prior to the date of termination for convenience. Upon notification, Contractor shall cease work and shall submit to County an itemized statement of services performed to the date of termination, unless the County, at its sole discretion, waives the cease work requirement. Said services shall include both completed work and work in progress at the time of termination.