

RECEIVED

ACCEPTANCE JUL 17 10 40 AM 1980

GEORGE YERKOVICH, AUDITOR
CITY OF PORTLAND, ORE.

Portland, Oregon, July 7, 1980

GEORGE YERKOVICH
Auditor of the City of Portland,
Room 202, City Hall
Portland, Oregon 97204

Dear Sir:

This is to advise the City of Portland, Oregon, that I hereby accept the terms and provisions of Ordinance No. 149972, passed by the Council July 3, 1980, amending Agreement Number 17314 with Hearing Conservation for Industry, Inc. by extending the agreement through June 30, 1981 and by increasing the fees for the work performed subject to acceptance thereof,

and in consideration of the benefits to be received thereunder by me I hereby agree to abide by and perform each and all of the terms and provisions thereof applicable to me.

Very truly yours,

HEARING CONSERVATION FOR INDUSTRY, INC.

(CORPORATE SEAL)

* Paul J. Willoughby
President

4777 Viewcrest Drive, South Salem, OR. 97302
Address

APPROVED AS TO FORM

Approved as to form:

Christopher P. Thomas

CITY ATTORNEY
City Attorney

*When an acceptance is required from a firm or corporation the Acceptance must be signed by an officer of the firm or corporation stating his or her official title, and corporations must affix the corporate seal.

JUL 18 1978

A G R E E M E N T

THIS CONTRACT made and entered into this 18 day of July, 1978, by and between HEARING CONSERVATION FOR INDUSTRY, INCORPORATED, hereinafter called "HCI" and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, by and through its Mayor and Auditor, hereinafter called "City."

W I T N E S S E T H:

HCI hereby agrees to provide and the City hereby agrees to accept and pay for certain services of HCI, under the terms and conditions hereinafter set forth:

1. HCI agrees to conduct baseline and/or regular audiometric examinations for the employees of the City in accordance with Oregon regulation 22-019(B).
2. HCI has in its possession (as a result of the acquisition of HEAR, Inc.'s mobile testing operation) all audiometric test data from previous tests for employees of the City. This data will be incorporated as necessary into HCI format so that necessary comparison with baseline tests will be readily feasible.
3. Within 30 days after finalizing this agreement, HCI will prepare a list of employees (by department of the City) who are due for regular hearing tests. Arrangements will be made with the responsible supervisors of the City for testing dates, times, etc.
4. HCI has four fully equipped mobile testing rigs which will be used for the actual tests. In general, a single-booth rig will be used when there are 25 or less employees to be tested per location and shift. A double-booth rig will be used when there are more than 25 employees per location and shift to be tested. A single-booth rig has a testing rate of 12 employees per hour; a double rig has twice this capacity.
5. It is anticipated that all tests would be completed within a three-week period. Employees who missed the tests because of illness, vacation, etc., will be scheduled to be tested in the HCI Portland office, 719 SW 4th, within two weeks after completion of the regular mobile testing sessions. In addition, employees who had significant shifts from these baseline tests will be scheduled into the HCI Portland office for "30-day retests" in accordance with Oregon Regulation 22-019(B).

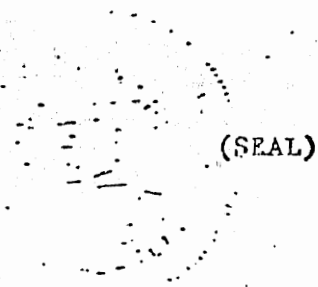
- 6. HCI agrees to provide all audiometric test data to the City in indexed 3-ring notebooks within 15 days after completion of all tests, including "30-day retests". In addition, to make these records complete, data from pre-employment examinations conducted by the Marquam clinic or other similar facilities will be incorporated into these notebooks.
- 7. For these services of HCI, the City agrees to pay the price of \$5.25 per employee tested. A minimum charge will be made of \$75 per location per shift for a single-booth rig and \$150 per location per shift for a double-booth rig.

There will be no mileage charges.

- 8. It is further agreed that this agreement includes the general conditions listed below:
 - A. HCI agrees to assume all responsibility for the proper certification of its personnel, for the proper calibration of its equipment and for the acoustic control of the test environment.
 - B. HCI agrees to conduct all testing in compliance with applicable Federal and State laws, and with current accepted medical practices.
 - C. The City agrees that HCI is not responsible for the veracity of the Otological History obtained from City employees.
 - D. The City agrees that HCI's professional consultants are not responsible to carry out a medical examination or treatment of the employees.
 - E. The City agrees to provide adequate facilities on City premises, free of unacceptable ambient noises, for the performance of the testing program; and the City further agrees to make the employees available at such time that testing can be carried out after a fourteen-hour period of nonexposure to noise levels above 85db for the Baseline Audiogram.
 - F. HCI agrees to maintain liability and property damage insurance in adequate amounts to cover HCI's property and employees.
 - G. The City agrees to pay HCI for its services within 30 days.

- H. HCI agrees that it will plan the departure of its Mobile Testing equipment from base and its arrival at the designated testing site with normal sufficient time to allow for the required setup of its equipment and minor emergencies; however, unplanned conditions may infrequently cause the equipment to be late and, while HCI regrets the inconvenience, it can assume no responsibility, or liability for the consequences.
- 9. This agreement shall be in force until July 1, 1979, subject to extension by mutual agreement of the parties.

IN WITNESS WHEREOF, HCI (Contractor) has caused this contract to be executed in triplicate by its duly authorized representative, and the City has caused the same to be executed in triplicate by its Mayor and Auditor, all on the day and year first above written and pursuant to Ordinance No. 146082.



HEARING CONSERVATION FOR INDUSTRY, INC.

By Harlan D. Couley
Sec. Treasurer (Title)

Address: 4777 Viewcrest Drive, South
 Salem, Oregon 97302

Office Telephone: 581-8965 (Salem)

CITY OF PORTLAND

By Gene Hood
 Mayor

By George Johnson
 Auditor

APPROVED AS TO FORM
 Approved as to form:

Christopher P. Thomas
 CITY ATTORNEY
 City Attorney

ORDINANCE NO.

149972

An Ordinance amending Agreement Number 17314 with Hearing Conservation for Industry, Inc. by extending the agreement through June 30, 1981 and by increasing the fees for the work performed subject to acceptance thereof, and declaring an emergency.

The City of Portland Ordains:

Section 1. The Council finds:

1. Ordinance 146082 authorized a contract between the City and Hearing Conservation for Industry, Inc. to provide audiometric examinations of employees as required by regulations of the Workers' Compensation Board, Accident Prevention Division;
2. That contract was extended by mutual agreement for one year, until June 30, 1980;
3. Hearing Conservation for Industry, Inc. currently maintains records of previous years' tests on City employees and has not asked for a rate increase until this year, from \$5.25 to \$6.00 per test;
4. As HCI will be spending more employee hours advising the City on the best methods and/or devices to protect the health of employees in exposed occupations;
5. As the City is still required to provide audiometric examinations, and as the City is committed to ensuring employee safety and health, the Bureau of Risk Management and the Commissioner-in-Charge recommend that Agreement Number 17314 be renewed as amended. A copy of the original agreement is attached as Exhibit "A" to the original only of this ordinance.

NOW, THEREFORE, The Council directs:

- a) Agreement Number 17314 with Hearing Conservation for Industry, Inc. is hereby renewed for the period July 1, 1980 through June 30, 1981 subject to the following amendments:
 - 1) The City agrees to pay \$6.00 per audiometric test which is an increase of \$.75 over the original agreement.
 - 2) In view of the increased loss prevention advice provided by HCI, the City agrees to pay \$15.00 per hour for analytical work and \$10.00 per hour for supporting clerical work.

Calendar No. 2387

ORDINANCE No. 149972

Title

An Ordinance amending Agreement Number 17314 with Hearing Conservation for Industry, Inc. by extending the agreement through June 30, 1981 and by increasing the fees for the work performed subject to acceptance thereof, and declaring an emergency.

JUL 2 1980

CONTINUED TO JUL 3 1980

JUN 27 1980

Filed

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By

Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>CM</i>
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau:	
Risk Management	
Prepared By: P. J. Bennett	Date: 5/25/80
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head:	
David C. Fleming <i>D. Fleming</i>	

NOTED BY
City Attorney
City Auditor <i>GC</i>
City Engineer