

**RESOLUTION NO. 2372**

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AN AGREEMENT WITH TUALATIN VALLEY WORKSHOPS INC. FOR THE PROJECT KNOWN AS JANITORIAL SERVICES**

WHEREAS, the City requires janitorial services for City facilities located throughout the City; and

WHEREAS, the City is obligated to comply with the "Products of Disabled Individuals Act" to purchase goods and services from a Qualified Rehabilitation Facility; and

WHEREAS, in accordance with OAR 125-055-003, the Department of Administrative Services determines the reasonable and adequate price for QRF products and services; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of experience and technical knowledge; and

WHEREAS, Contractor is a Qualified Rehabilitation Facility pursuant to ORS 279.845(2); 279.850(1), and OAR 125-055-0010; and

WHEREAS, the proposed price has been submitted to the Department of Administrative Services and State Procurement Office for approval; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require, under terms and conditions hereinafter described; and

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

1. The Wilsonville City Council hereby approves and authorizes the City Manager to execute on behalf of the City of Wilsonville the Contract Agreement with Tualatin Valley Workshops, Inc., a qualified Rehabilitation Facility, pursuant to ORS 279.845(2); 279.850(1), and OAR 125-055-0010 for the project known as Janitorial Services, a copy of which is attached as Exhibit 1 and by this reference included herein as if fully set forth.
2. Initial Term of the Contract Agreement is for the period between July 1, 2012 and June30, 2013 for a total sum not to exceed \$ 160,867.19.

3. Contract Agreement will automatically renew for a second one (1) year term ("Renewal Term") unless cancelled by either party prior to expiration of the Initial Term.
4. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18<sup>th</sup> day of June 2012, and filed with the Wilsonville City Recorder this date.

  
TIM KNAPP, MAYOR

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	<u>Yes</u>
Councilor Nunez	Excused
Councilor Starr	Yes
Councilor Goddard	Yes

Attachment: Janitorial Services Agreement

**CITY OF WILSONVILLE  
JANITORIAL SERVICES AGREEMENT**

This Janitorial Services Agreement ("Agreement") is made and entered into on this 2nd day of July, 2012 ("Effective Date") by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the "City"), and Tualatin Valley Workshop, Inc. (hereinafter referred to as "Contractor").

**RECITALS:**

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise and that Contractor is a Qualified Rehabilitation Facility pursuant to ORS 279.845(2); 279.850(1), and OAR 125-055-0010;

WHEREAS this Agreement is subject to the Products of Disabled Individuals Act ("PDIA"); and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT:**

**Section 1. Agreement**

Contractor shall diligently perform the Services according to the requirements and deliverable dates identified in the Scope of Work, which is attached hereto as **Exhibits A through A-2** and incorporated by reference herein. This Agreement also includes the General and Special Conditions, attached hereto as **Exhibit B**; the Cost Summary Sheet for Facilities, attached hereto as **Exhibit C**; the Tax Identification Information, attached as **Exhibit D**; and the Additional Services Request Order, attached hereto as **Exhibit E**. Should any provisions of the General and Special Conditions directly conflict with the provisions of this Agreement, the provision deemed by the City to be more beneficial to the City shall control. Contractor must notify the City of any potential conflicts noted by Contractor.

**Section 2. Term**

The term of this Agreement shall be from the Effective Date for a period of one year ("Initial Term"), unless otherwise earlier terminated as provided herein. This Agreement will automatically renew for a second one (1) year term ("Renewal Term") unless cancelled by either party prior to expiration of the Initial Term.

**Section 3. Contractor's Services & Supplies**

3.1. Contractor will perform the Scope of Work, more particularly described on **Exhibits A through A-2**, as such Scope of Work may be reasonably amended from time to time by the City, in accordance with the requirements of this Agreement. Contractor will furnish all

cleaning supplies and labor required thereby. The City will furnish all paper products used for the bathrooms, including toilet paper, paper towels, toilet seat covers, and tissues.

2.2 Contractor will provide the City with a listing of all cleaning agents and chemicals it intends to use on City property, and with Material Safety Data Sheets for all such products. The City shall have the right to reject the use of any chemical or product. The City strongly encourages the use of earth friendly and non-toxic or less toxic cleaning supplies.

2.3 Contractor must at all times comply with all security criteria set forth in the Scope of Work in the performance of the Work and in the selection of employees and supervisors assigned to perform the Work, as more particularly set forth in the Scope of Work.

#### **Section 4. Compensation**

4.1. The City agrees to pay Contractor a monthly sum of **Thirteen thousand and forty seven and 15/100 Dollars (\$ 13,047.15)** for performance of the Services ("Compensation Amount"), as more particularly set forth on **Exhibit C**.

4.2. During the course of this Agreement, if the City specifically requests Contractor to provide additional services that are beyond the Scope of Work described on **Exhibits A through A-2**, the City will provide Contractor with an Additional Services Request Order (attached as **Exhibit E**), which must be signed by both Contractor and the City to be effective.

4.3. Unless expressly set forth on Contractor's Rate Schedule as a reimbursable expense, Contractor shall only be entitled to the Compensation Amount specified in **Subsection 4.1**.

4.4. Contractor's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, salaries or wages plus fringe benefits and contributions, including payroll taxes, workers' compensation insurance, liability insurance, profit, pension benefits, similar contributions and benefits and all cleaning supplies and equipment.

#### **Section 5. City's Representative**

The City's Representative is Floyd Peoples, Public Works Operations Manager. The City shall give Contractor prompt written notice of any redesignation of its Representative.

#### **Section 6. Contractor's Project Manager**

Contractor's Project Manager is Josh Bearman. In the event that Contractor's designated Project Manager is changed, Contractor shall give the City prompt written notification of such redesignation. Contractor's Project Manager shall not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Contractor that is not from Contractor's designated Project Manager, the City may request verification by Contractor's Project Manager, which verification must be promptly furnished.

#### **Section 7. Project Information**

Project information is set forth in the Scope of Work.

## Section 8. Duty to Inform

If, at any time during the performance of this Agreement or any future phase of this Agreement for which Contractor has been retained, Contractor becomes aware of actual or potential problems, faults, defects or inadvertently omitted items in the Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules or regulations, Contractor shall give prompt written notice thereof to the City's Representative. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

## Section 9. Contractor Status and Certification

9.1. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Contractor's Services so such Services meet the requirements of the Project.

9.2. No subcontracting or assignment of this Agreement is allowed.

9.3. Contractor shall make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Agreement, as such claims become due. Contractor shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may pay such claim to and offset the amount of the payment against funds due or to become due to Contractor under this Agreement. The City may also recover any such amounts directly from Contractor.

9.4. Contractor must comply with all wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Contractor's responsibility. Contractor shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Contractor's Compensation Amount is based.

9.5. No person shall be discriminated against by Contractor in the performance of this Agreement on the grounds of sex, gender, race, color, creed, marital status, age, disability, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

9.6. Contractor certifies, in accordance with ORS 279.835(5)(a)-(c), that it (a) is a nonprofit rehabilitation facility that is organized under the laws of the State of Oregon that operates in the interest of individuals with disabilities, and the net income of which does not benefit shareholders or other individuals; (b) complies with all occupational health and safety standards; and (c) is in the manufacture of products or the provision of services during the fiscal year that employs individuals with disabilities for no less than 75% of the work hours of direct labor.

## **Section 10. Indemnity and Insurance**

10.1. Contractor acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct provided pursuant to this Agreement, or from Contractor's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Representative, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's failure to adhere to the standards of performance and care described in **Subsection 10.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor.

### **10.2. Contractor's Standard of Care and Insurance Requirements.**

10.2.1. Standard of Care: In the performance of professional services, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland Metropolitan Area. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor's re-performance of any services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

10.2.2. Insurance Requirements: Contractor shall maintain insurance acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. Reference to Contractor herein is intended to include actions by all of Contractor's supervisors, employees, and anyone Contractor brings onto the City's properties.

The policy or policies of insurance maintained by Contractor shall provide at least the following limits and coverages:

10.2.2.1. *Commercial General Liability Insurance*. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and

Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement. The following minimum insurance amounts will be carried:

<i>Coverage</i>	<i>Limit</i>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Each Occurrence	2,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	25,000

10.2.2.2. *Professional Errors and Omissions Coverage.* Contractor agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim. Contractor shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Contractor. Such policy shall have a retroactive date effective before the commencement of any work by Contractor on the Services covered by this Agreement.

10.2.2.3. *Business Automobile Liability Insurance.* If Contractor will be using a motor vehicle in the performance of the Services herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

10.2.2.4. *Workers' Compensation Insurance.* Contractor and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employees that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

10.2.2.5. *Insurance Carrier Rating.* Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

10.2.2.6. *Certificates of Insurance.* As evidence of the insurance coverage required by this Agreement, Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice:

10.2.2.7. *Additional Insured Endorsements.* The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. The following is included as additional insured: The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers. Except professional liability and worker's compensation coverage, all policies shall provide an Additional Insured Endorsement.

10.2.3. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. In the event a dispute arises between the City and Contractor for which Contractor has obtained insurance, the maximum amount that may be withheld by the City for all such claims shall be no more than the amount of the applicable insurance deductible. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect through any warranty period.

## **Section 11. Early Termination**

11.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

11.1.1. By mutual written consent of the parties;

11.1.2. By the City, for any reason, including but not limited to dissatisfaction with the quality of the work being performed, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; and

11.1.3. By Contractor, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

11.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Contractor to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have at both law and equity for breach of contract, Contractor shall be liable for all costs and damages incurred by the City in procuring such similar service, and this Agreement shall be in full force to the extent not terminated.

11.3. If the City terminates this Agreement for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against the City under this Agreement.

## **Section 12. Suspension of Work**

The City may suspend, delay, or interrupt all or any part of the work for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension caused by the City.



### **Section 13. Subcontractors and Assignments**

Unless expressly authorized in **Exhibit A** or **Section 9** of this Agreement, Contractor shall neither subcontract with others for any of the work prescribed herein, nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Contractor shall at all times remain in compliance with the hiring and retention requirements of the Products of the PDIA.

### **Section 14. Access to Records**

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

### **Section 15. Law of Oregon**

This Agreement shall be governed by the laws of the State of Oregon. All contractual provisions required by ORS Chapter 279A and 279C to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

### **Section 16. Adherence to Law**

Contractor shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, including but not limited to the PDIA, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform work described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

### **Section 17. Modification to Agreement**

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Contractor and the City. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Agreement, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Representative in the form of an Additional Services Request Order. Contractor's failure to submit such written request for modification in the form of an Additional Services Request Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Additional Services Request Order. To be enforceable, the Additional Services Request Order must describe with particularity the nature of the change, any delay in time the Additional Services Request Order will cause, or any increase or decrease in the Compensation Amount. The Additional Services

Request Order must be signed and dated by both Contractor and the City before the Additional Services Request Order may be implemented.

### **Section 18. Notices**

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      Delora Kerber, Director of Public Works  
                                    City of Wilsonville  
                                    29799 SW Town Center Loop E.  
                                    Wilsonville OR 97070

To Contractor:             Dan Aberg, CEO  
                                    Tualatin Valley Workshop, Inc.  
                                    6615 SE Alexander  
                                    Hillsboro, OR 97123

### **Section 19. Integration**

This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

### **Section 20. Miscellaneous / General**

20.1. Time of the Essence. The parties agree that time is of the essence of this Agreement.

20.2. Attorney Fees. In the event any suit, action, arbitration, or other proceeding, of any nature whatsoever, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall also cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

20.3. Nonwaiver. Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

20.4. Severability. If any provision of this Agreement is found to be void or unenforceable, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

20.5. Entire Agreement. This Agreement, including all documents attached to this Agreement and all documents incorporated by reference herein, represents the entire agreement between the parties.

20.6. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

Contractor and the City hereby agree to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties, by their signatures below, enter into this Agreement this 28<sup>TH</sup> day of June, 2012.

CONTRACTOR

CITY OF WILSONVILLE

Tualatin Valley Workshop, Inc.

(Name of Firm)

By:

(Print Name)

As Its:

Employer I.D. No.

Josh Beaman

Josh Beaman

Janitorial Manager

93-6050200

By:

(Print Name)

As Its:

Jeanna Troha

Jeanna Troha

Assistant City Manager

APPROVED AS TO FORM

this 26 day of June, 2012.

Bud Deane  
Assistant, City Attorney  
City of Wilsonville, Oregon

ATTESTED TO:

Sandra C. King  
Sandra C. King, MMC, City Recorder  
Date: June 28, 2012

**EXHIBIT A**  
**SCOPE OF WORK**

**GENERAL**

Contractor shall perform all work and furnish all tools, materials, and equipment in order to provide all necessary janitorial services consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City, and pursuant to the direction of the City's Representative. Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue to perform the work described in this contract without additional compensation. These corrections shall not give rise to a claim for additional compensation or allow substantial variance from the agreed schedule.

The facilities shall be maintained in a neat, clean, orderly, and first-class condition consistent with the Cleaning Performance Standards set forth in **Exhibit A-1**, attached hereto and incorporated by reference herein. Services outlined are to be considered 'minimum requirements' and in no instance are they to limit the level of cleanliness in any facility.

Contractor shall furnish all equipment, materials, and services necessary to perform the janitorial duties consistent with the frequencies specified in the Building Cleaning Task Schedule set forth in **Exhibit A-2**, attached hereto and incorporated by reference herein.

Cleaning shall occur after normal hours of operation, as listed below.

**NATURE AND EXTENT OF SERVICES**

There are eight (8) City facilities at various locations throughout the City of Wilsonville where janitorial services are required on a regularly scheduled basis to coincide with days of operation outlined in the facility descriptions below. City facilities operate five (5) to seven (7) days a week, twelve (12) to twenty-four (24) hours per day. With the exception of facilities that operate twenty-four (24) hours per day, janitorial services are to be accomplished during non-working hours at each location.

**FACILITY DESCRIPTIONS**

**NOTE: ALL SQUARE FOOTAGES ARE APPROXIMATE; CONTRACTOR SHALL VERIFY DIMENSIONS TO THEIR SATISFACTION PRIOR TO SUBMITTING PROPOSAL.**

1. **City Hall:** 29799 SW Town Center Loop East, Wilsonville - two-story building consisting of approximately 30,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week. Normal hours of operation are Monday - Friday, 7:00 am - 11:00 pm.

2. **Community Center:** 7965 SW Wilsonville Road, Wilsonville - one-story building consisting of approximately 8,622 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week. Normal hours of operation are Monday - Friday, 7:00 am - 11:00 pm.

3. **Library:** 8200 SW Wilsonville Road, Wilsonville – one-story building consisting of approximately 29,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed six (6) times per week. Normal hours of operation are Monday - Saturday, 9:00 am – 9:00 pm.

4. **Public Works / Police:** 30000 SW Town Center Loop East, Wilsonville – two-story building consisting of approximately 8,000 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week. Normal hours of operation are Monday - Friday, 6:00 am - 6:00 pm.

5. **Smart/WES Operators Break Building:** 9699 SW Barber Street, Wilsonville - 880 square foot building with hard surface floors. Janitorial services shall be performed five (5) times per week. Normal hours of operation are Monday - Friday, 7:00 am - 7:00 pm.

6. **Tauchman House:** 31240 SW Boones Ferry Road, Wilsonville – 1,020 square feet of hardwood floor and laminate. Janitorial services shall be performed one (1) time per week. Normal hours of operation are Monday – Friday, 7:00 am to 7:00 pm.

7. **Three Bay Modular:** 7934 Memorial Drive, Wilsonville - 120 square foot locker room and shower. Janitorial services shall be performed one (1) time per week. Normal hours of operation are Monday – Friday, 7:00 am to 5:00 pm.

8. **Transit/Fleet:** 28879 Boberg Road, Wilsonville – one-story building consisting of approximately 3,735 square feet of carpeted area and hard surface floors. Janitorial services shall be performed five (5) times per week. Normal hours of operation are Monday – Friday, 7:00 am – 7:00 pm.

### **CONTRACTOR SUPERVISION**

Contractor shall provide an onsite working supervisor for each cleaning crew. The onsite supervisor's primary task is to ensure that the Cleaning Performance Standards are being attained and preserved in all buildings and that Contractor's employees understand and carry out what is required to satisfy the requirements of this Scope of Work.

Incompetent, careless, or negligent employees or agents shall be promptly discharged or removed from performing work on the City's project by Contractor upon written request by the City. Failure to comply with such request is sufficient grounds for termination of the contract.

### **INSPECTION BY CITY REPRESENTATIVE**

All required services shall be subject to inspection at any time by a representative of the City. Contractor, or Contractor's representative, will accompany the City's representative on said inspection. The City will coordinate the day, location, and time of the inspection.

If any such services are found to be unsatisfactory and/or not in accordance with the Cleaning Performance Standards or Cleaning Tasks & Schedule, the City shall notify Contractor, and Contractor shall take immediate steps for corrective action, at no additional cost to the City.

## **CONTRACTOR SUPPLIED ITEMS**

All labor, janitorial tools, equipment, machines, including but not limited to commercial grade carpet vacuum and accessories, and supplies, except those items identified under City supplied items, necessary for the performance of daily, weekly, monthly, and quarterly janitorial services shall be furnished by Contractor at no expense or further cost to the City.

The City of Wilsonville requires that current material safety data sheets (MSDS) be submitted to the City's Representative for all chemicals being used on-site in all City facilities. These sheets, and the products, shall be kept up-to-date and properly labeled in the area designated by the City. No product shall be used in facilities until MSDS information has been reviewed and approved by the City's Representative.

All cleaning products used by Contractor must be certified by either Green Seal or Eco Logo and are listed on their respective websites: [www.greenseal.org/findaproduct/cleaners](http://www.greenseal.org/findaproduct/cleaners) or [www.ecologo.org/en/certifiedgreenproducts](http://www.ecologo.org/en/certifiedgreenproducts).

## **CITY SUPPLIED ITEMS**

The City will supply all paper products including paper towels, toilet paper, toilet seat covers, tissues, etc.

## **PERSONNEL**

Contractor is expected to use prudent judgment in the selection of a work force. Proven judgment, integrity, work habits, and skill proficiency are essential employee requirements.

Contractor shall conduct a security clearance on all personnel. Contractor shall not assign to any facility an employee who has been convicted of any felonies, or misdemeanors that reflect negatively upon the honesty, reliability, general trustworthiness, or prudent judgment of the employee. There will be no exceptions and no substitutions of personnel without prior security clearance checks. The City reserves the right to conduct additional security clearance on any or all janitorial personnel that have access to City facilities.

Contractor shall have all employees working in City facilities fingerprinted within ten (10) days from the start of the contract. Each employee will also have passed a complete background check, a drug test, and must not have any felony convictions. The City must receive written verification of clearance for any employee with access and entry into the facilities PRIOR to the start of work.

Notwithstanding the foregoing, the City shall have the right at any time to refuse access to any City-owned facility, premises, or systems to any employee, subcontractor, or agent of Contractor where the City determines, in its sole discretion, such person or entity poses a risk to the City, or any person, system, or asset associated with the City.

Contractor will provide the City with immediate notification of terminated employees and is responsible to retrieve terminated employees' keys and electronic key cards.

Contractor agrees to abide by all federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, and regulation may result in termination of this Agreement.

Contractor's employees shall not be accompanied or assisted by non-employees during work shifts (including their own children).

Contractor shall provide a roster of employees for the City to review. It shall be an accurate, typed roster of all management and janitorial work force personnel who have any relationship with the work to be performed at any of the facilities. The roster shall be submitted each month before work commences, updated by Contractor to reflect any personnel changes. If there are no personnel changes from month to month, then written notification to the City's Representative will suffice.

In the interest of safety, Contractor's supervisors must be able to communicate in English, both orally and in writing.

### **IDENTIFICATION OF EMPLOYEES**

Contractor shall provide visible identification of its employees. Contractor-supplied picture ID badges and company uniforms shall be worn and displayed at all times Contractor's employees are in City facilities. Contractor's employees shall be clean and neat at all times when performing services to City facilities.

### **CONTRACTOR CONTACT**

Contractor agrees to designate one (1) primary and one (1) back-up person who will be the responsible contact person for Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. Contractor shall provide the City with an emergency phone number that shall be answered 365 days per year, 24 hours per day.

### **JANITORIAL LOG**

Contractor shall maintain a janitorial log at each facility and/or work site, as designated by the City, to be reviewed by janitorial personnel and supervisor daily. Janitorial personnel shall acknowledge, in writing, any entry made by City personnel. This log shall remain in the City's designated area at each facility.

## EXHIBIT A-1

### CLEANING PERFORMANCE STANDARDS

The City of Wilsonville has established the Cleaning Performance Standards that are outlined below. Contractor shall maintain these Cleaning Performance Standards for all facilities. The Cleaning Performance Standards represent a high level of cleanliness that defines the 'minimum' level of service. If portions of the Cleaning Performance Standards appear to reduce the service level required by another portion, Contractor shall use the higher standard.

**Exhibit A-2** ~ Cleaning Tasks & Schedule identifies routine tasks and their minimum required occurrence; if additional tasks or frequencies are necessary to meet these standards, they shall be performed by Contractor.

Interior finishes are to be cleaned and maintained per manufacturers' product specifications.

Equipment & Cleaning Products: The City expects Contractor to be familiar with, and have access to, all equipment necessary and appropriate to perform tasks. All equipment shall be maintained in good working condition and repair, and operate at the original manufacturer's specifications.

Floor Care: Carpeted areas shall be visibly free of loose dirt and debris. Report all spots and stains. This includes all portions of all carpeted areas.

All mats shall be visibly free of loose dirt and debris. Report all spots and stains.

Hard surface floors shall be visibly free of loose dirt, debris, spots, and stains and shall consistently have a clear and shiny appearance. Use of disinfectant products is further required on hard surface floors.

Waste Material: All waste receptacles shall be emptied, cleaned, and lined. Waste material shall be removed daily, and waste material will be placed in an area that has been designated by the City.

Recyclable Material: Recyclable material shall be emptied as needed, and recyclable material will be placed in an area that has been designated by the City.

Dusting: All interior surfaces seven (7) feet height and below, without exception, shall remain free of cobwebs, dirt, and/or accumulation of any kind of dust or debris.

Restrooms, Showers & Locker Rooms: All restrooms, showers, and locker rooms shall be disinfected, odor-free, and spotless. No stains, mineral deposits, soap scum around drains, or other build-ups are acceptable on any surface.

All furnishings and fixtures shall be clean, bright, and shiny.



Doors, Knobs, Jambs, Walls, Finished Molding, and Elevators below seven (7) feet: Surfaces shall be clean and polished, and free of dirt, smudges, or any other marks.

Furniture: All upholstered furniture and partitions shall be visibly free of loose dirt and debris. Report all spots and stains.

Tabletops shall be disinfected, clean, and spot-free.

Chair and table legs shall be clean and dust-free.

Special Considerations: Contractor to check and acknowledge entries in janitorial logs, daily.

Contractor shall advise the City Representative within twenty-four (24) hours of any irregularities noted during servicing (i.e., defective plumbing fixtures, burned-out lights, graffiti that cannot be removed, security issues, etc.).

Any special task, accomplished with non-routine frequency, is documented on a work order form. Contractor will complete the task and return the form to Contractor's supervisor, who forwards it to the City Representative.

All areas assigned to janitorial functions (i.e., janitorial closets, storage rooms, etc.) are to be maintained in a neat and orderly fashion, and Contractor shall adhere to regulatory codes at all times (i.e., areas in front of electrical distribution panels, fire risers, personal or emergency exits, hot water heaters, etc.) shall be clear of all obstructions.

**EXHIBIT A-2  
BUILDING CLEANING TASKS & SCHEDULE**

	DAILY	WEEKLY	MONTHLY	QUARTERLY
<b>GENERAL PRIVATE OFFICES, CONFERENCE ROOMS, LOBBY, PUBLIC CORRIDORS, STAIRWELLS, ELEVATORS, ETC.</b>				
Empty & damp wipe all waste receptacles, replace liners as needed	x			
Transport trash to designated area identified by City Representative	x			
Transport recycle material to designated area identified by City Representative	x			
Clean & sanitize drinking fountains	x			
Clean & disinfect all conference room furniture & public counters including copy/mail room	x			
Clean reception lobby glass including front doors & other interior relites	x			
Vacuum all carpeted areas	x			
Dust mop all hard surface floors including corners & hard to reach areas	x			
Spot clean all carpet spots & spills using extractor or spotting agent		x		
Damp wipe elevator floor tracks		x		
Dust all furniture including desks, chairs, base of chairs, tables, filing cabinets, bookcases & shelves		x		
Damp wipe entire desktop {if cleared}		x		
Empty & clean exterior ashtrays & trash receptacles in or near exterior doors ①		x		
Damp wipe doors, lever handles, frames, light switches, kick plates & railings		x		
Damp wipe blackboards & whiteboards in conference rooms only		x		
Damp mop all hard surface floors		x		
Detail vacuum & edge all carpeted areas		x		
Dust & vacuum around & behind office equipment			x	
Vacuum ceiling & wall air grills			x	
Remove dust & cobwebs from ceiling areas			x	
Damp wipe venetian blinds			x	
Detail vacuum & spot clean all upholstered furniture including partitions			x	
Damp wipe all low reach window sills, baseboards, moldings & ledges			x	
Dust & remove debris & insects from all ceiling light fixtures				x
<b>RESTROOM/SHOWER</b>				
Clean, disinfect & polish countertops, cabinetry, lockers, partitions & fixtures including toilet bowls, toilet seats, urinals, sinks & all chrome fittings	x			
Clean & polish glass & mirrors	x			
Empty & damp wipe all containers & disposals, replace liners as needed ①	x			
Remove spots, stains & splashes on walls adjacent to sinks, toilets & urinals	x			
Clean, polish & refill all dispensers: napkins, soap, towels, toilet seat liners, toilet paper, etc.	x			
Flush toilet bowls & urinals with chemicals ②	x			
Detail mop with disinfectant cleaner all hard surface floors	x			
Damp wipe doors, frames, light switches, kick plates & railings		x		
Vacuum ceiling & wall air grills			x	

	DAILY	WEEKLY	MONTHLY	QUARTERLY
Buff & wax all hard surfaces floors to maintain high gloss finish			x	
Damp wipe low reach areas including baseboards, ledges & moldings			x	
<b>LUNCH ROOM</b>				
Clean & sanitize tables, counters, appliance exteriors & chairs	x			
Clean, polish & refill all dispensers:, soap, etc. ❶	x			
Empty & damp wipe all waste receptacles, replace liners as needed	x			
Detail mop with disinfectant cleaner all hard surface floors	x			
Clean, sanitize & polish all sinks	x			
Damp wipe doors, frames, light switches, kick plates, railings		x		
Damp wipe low reach areas including baseboards, ledges, moldings & pipes			x	
Buff & wax all hard surface floors to maintain high gloss finish			x	
<b>MISCELLANEOUS</b>				
Vacuum entrance mats & all other mats; clean floor under mats as noted in sections above	x			
Check logbook for instructions & cleaning problems	x			
Note in logbook any irregularities {defective lights, plumbing, etc.}	x			
Note in logbook any needed supplies	x			
Maintain neat & orderly janitorial supply closet	x			
Turn off lights & lock all doors & windows	x			
Report any security problems	x			

- ❶ SUPPLIES FURNISHED BY JANITORIAL CONTRACTOR
- ❷ CHEMICALS MUST BE APPROVED BY CITY OF WILSONVILLE

**ADDITIONAL REQUIREMENTS**

- Do not operate or adjust the setting of any of the heating, ventilating, or air conditioning system(s)
- Learn and carefully operate building security systems according to instructions, if necessary
- Order needed supplies through City representative (allow three days for delivery)
- Use designated closets and areas for storage of equipment and supplies; areas shall be kept clean and orderly
- Do not permit visitors, including children, inside buildings at any time
- Repair/replace, at Contractor's cost, any furnishings or fixtures damaged by Contractor's employees
- Turn in lost and found articles to Operations Manager within twenty-four (24) hours
- Interior finishes are to be cleaned and maintained per manufacturers' specifications
- Scents for all restroom air fresheners will be Powder #401932 only

## EXHIBIT B

### GENERAL AND SPECIAL CONDITIONS

General and Special Conditions are additions to, or revisions of, the City's standard contract. In the event of a conflict between the contract documents and the General and Special Conditions, the more stringent requirements shall apply.

#### 1.0 General Requirements

##### 1.1 Conditions of Payment

For performance of those services described herein, payment shall be based upon the following terms:

Payment by the City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any, identified in this Agreement as separately reimbursable.

Payment will be made in installments based on Contractor's invoice, subject to the approval of the City's Representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of the invoice.

Payment by City shall release City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects herein.

Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the performance of the work provided for in this Agreement.

Contractor must pay all contribution or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of the work in this Agreement.

Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor by any person as such claim becomes due, the City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due to Contractor. The payment of the claim in this manner shall not relieve Contractor of surety from obligation with respect to any unpaid claims.

Contractor shall promptly, as due, make payment to all persons, co-partnerships, associations, or corporations furnishing medical, surgical, and hospital care services, or other needed care and attention incident to sickness or injury, to the employees of Contractor of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for services.

Contractor shall pay employees at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week per ORS 279B.235, except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC Sections 201 to 209 from receiving overtime.

Contractor will provide the City proof of workers' compensation and unemployment insurance for all employees.

Contractor is required to have a City of Wilsonville Business License or Metro Business License.

#### 1.2 Contract Pricing and Adjustments

Prices shall be firm through the first year of the contract. Price compensation may be allowed for an escalation in the rate of contract costs on a per hour basis, at the beginning of the second year and the beginning of the three year, if additional renewals of the contract are executed.

The compensation escalation for subsequent contracts will use the Annual Portland-Salem, OR-WA, Consumer Price Index-Urban (CPI-U) for all items not seasonally adjusted for the twelve (12) month period ending in June.

#### 1.3 Invoices

Each invoice shall include adequate detail to identify the services provided. Upon completion of each month's janitorial cycle, Contractor shall submit a statement to the City showing the following information: date of services, location of services, and cost of services per location.

Payment will be made monthly, upon approval and acceptance of the statement submitted by Contractor.

#### 1.4 Quantities

The facility square footages shown in Exhibit A are estimates and not exact.

#### 1.5 Errors

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost to the City.

## 1.6 Hours of Labor

For the labor performed under this Agreement, no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in the cases of necessity or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day, and for all work performed on Saturday and on any legal holiday as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.005, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under USC SS 201-209.

## 1.7 Medical Care and Workers' Compensation

Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury, to the employees of such Contractor of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of the employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

## 1.8 Records

The City shall have access to such books, documents, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcripts.

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit the City, the State of Oregon, the federal government, or their duly authorized representatives, to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

## 1.9 Contractor's Office

Contractor shall be required to maintain an office, which shall be provided with telephones and such personnel as may be necessary to take care of complaints, to receive orders for additional services or to receive any other instruction. Responsible management or supervisory persons shall be accessible at or through the office so as to assure the required performance under the Agreement. When the office is closed, a telephone answering service shall be in operation to receive messages.

#### 1.10 Contractor Contact

Contractor agrees to designate one (1) primary and one (1) backup person who will be the responsible contact person for Contractor with respect to implementation of the Agreement and communication of information necessary for the performance of the Agreement. Contractor shall provide the City Representative with an emergency phone number that shall be answered 365 days/year, 24 hours/day.

#### 1.11 Project Safety

Contractor agrees that in performing the work contained within the contract, that it will meet all regulations in safety as required by OSHA. Contractor further agrees that it will bring to the attention of the City Representative all conditions on the job site or contained within the specifications that appear to be in violation of the provisions of OSHA.

#### 1.12 Liability

Contractor shall take all precautions necessary for the safety and prevention of damage to property on or adjacent to the work areas; and for the safety of and prevention of injury to persons, including the City's employees, Contractor's employees, and third persons. All work shall be performed entirely at Contractor's risk.

In the event of lost keys or access cards, Contractor shall bear the cost to re-key all locks associated with that facility. The City will coordinate re-keying with the City's Representative and deduct said charges from the next monthly payment.

#### 1.13.1 Incidental Costs

Contractor shall be responsible all miscellaneous and incidental costs associated with janitorial services for the City of Wilsonville's facilities.

**EXHIBIT C**  
**COST SUMMARY SHEET FOR FACILITIES**

<u>FACILITY</u>	<u>CLEANING FREQUENCY</u>	<u>COST PER MONTH</u>	<u>COST PER YEAR</u>
<b>CITY HALL</b> 29799 SW TOWN CENTER LOOP EAST	5x/week1X	\$4003.87	\$48,046.44
<b>COMMUNITY CENTER</b> 7965 SW WILSONVILLE ROAD	5x/week1X	\$1509.69	\$18,116.28
<b>LIBRARY</b> 8200 SW WILSONVILLE ROAD	6x/week1X	\$4372.45	\$52,469.40
<b>PUBLIC WORKS / POLICE</b> 30000 SW TOWN CENTER LOOP EAST	5x/week1X	\$1391.58	\$16,698.96
<b>SMART/WES (OPERATORS BREAK BUILDING) 9699 SW BARBER STREET</b>	5x/week1X	\$423.44	\$5,081.28
<b>TAUCHMAN HOUSE</b> 31240 SW BOONES FERRY ROAD	1x/week1X	\$229.63	\$2,755.56
<b>THREE BAY MODULAR</b> 7932 SW MEMORIAL DRIVE	1x/week1X	\$164.44	\$1,973.28
<b>FLEET/TRANSIT</b> 28879 SW BOBERG ROAD	5x/week1X	\$952.05	\$11,424.60
<b>TOTAL</b>		<b>\$13,047.15</b>	<b>\$156,565.80</b>



**EXHIBIT D**

City of Wilsonville  
29799 SW Town Center Loop E.  
Wilsonville, OR 97070  
Phone: (503) 682-1011

**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the City of Wilsonville, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization, other than a corporation, for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Wilsonville prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation       Partnership       Limited Liability Company
- Individual       Government       Non-Profit Organization
- Other (explain) \_\_\_\_\_

TIN No.: 93-6050200

Social Security No.: \_\_\_\_\_

Print Name: Josh Bearman

Title: Janitorial Manager

Business Name: Tualatin Valley Workshop, Inc

Business Address: 6615 SE Alexander St. Hillsboro, OR 97123

Business Phone: (503) 649-8571

6-26-2012  
Date

[Signature]  
Authorized Signature (required)

EXHIBIT E

ADDITIONAL SERVICES REQUEST ORDER



**ADDITIONAL  
SERVICES  
REQUEST ORDER**

CITY OF WILSONVILLE

29799 SW TOWN CENTER LOOP E  
WILSONVILLE, OREGON 97070

DATE: \_\_\_\_\_

TO [Name]

JOB DESCRIPTION

Janitorial Services  
Request

[Company Name]

[Street Address]

[City, ST Zip Code]

[Phone]

SPECIAL SERVICE DESCRIPTION


SIGNATURE OF PUBLIC WORKS  
REPRESENTATIVE