

RESOLUTION NO. 1093

A RESOLUTION APPROVING THE BID PROCESS, ACCEPTING THE LOWEST RESPONSIBLE BID, AWARDING THE CONTRACT FOR JANITORIAL SERVICES TO THE LOWEST RESPONSIBLE BIDDER, AND VERIFYING PROJECT FUNDING.

WHEREAS, the City Council sits as the Contract Review Board and makes the following findings:

1. The city has duly advertised a request for bids for city janitorial services; and
2. Seven companies submitted bids;
3. One of the companies failed to meet all submittal requirements and is therefore disqualified; and
4. Unequaled Janitorial is the lowest responsible bidder at a monthly bid price of \$2,372; and
5. The award of contract to Unequaled Janitorial will neither promote favoritism or diminish competitiveness in public contracting.

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

1. The findings as recited above are hereby incorporated herein.
2. Unequaled Janitorial as the lowest responsible bidder is awarded the janitorial services contract, a copy of which is marked Exhibit "A", attached hereto and incorporated herein, for the monthly bid price of \$2,372.
3. The City Manager or her designee is authorized to enter into the above mentioned janitorial services contract on behalf of the city.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of March, 1994 and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:

Vera A. Rojas
VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Benson	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Sempert	<u>AYE</u>



City of
WILSONVILLE
In OREGON

30000 SW Town Center Loop E
Wilsonville, Oregon 97070
FAX (503) 682-1015
(503) 682-1011

TO: Honorable Mayor and City Council

FROM: Steve Munsterman, Operations Supervisor
Ray Shorten, Senior Accountant *RS*

DATE: March 1, 1994

RE: Bids For Janitorial Services

A formal request for bids for City janitorial services was advertised on February 2, 1994 in the Canby Herald / Wilsonville Spokesman and on February 1st and 4th in the Daily Journal of Commerce.

Seven bids were received. One bid was rejected for not meeting all submittal qualifications. The remaining six bidders were rated using the following criteria:

1. Total hours allocated per week for maintenance service.
2. Low bid amount within budgeted dollars available.
3. References from five current customers of the bidder.

Of the six bidders who qualified for consideration, one was rejected for submitting only two references and only allocated 24 hours weekly for maintenance. The two high bids were rejected for exceeding budgeted funds available.

Using the criteria outlined above, we find the bid of Unequaled Janitorial to be the lowest qualified bid. References called indicate a positive work record. We recommend the bid be awarded to Unequaled Janitorial at low bid of \$2,372.00 per month.

BIDS FOR JANITORIAL SERVICES

2/22/94

VENDOR	BID SEALED	ATTENDED WALKTHRU	BID SIGNED	RESIDENT BIDDER	PROOF OF INSURANCE	PROOF OF BONDING	ALLOTTED HRS/ WK	REQUIRED REFERENCES	TOTAL BID AMT	QUALIFIED BIDDER ?	LOW BID SEQUENCE
Advanced Building Services	YES	YES	YES	YES	YES	YES	81.00	YES (five)	\$3,364.00	YES	FIFTH
S & S Maintenance	YES	YES	YES	YES	YES	YES	35.50	YES (five)	\$2,775.00	YES	FOURTH
Servicemaster	YES	YES	YES	YES	YES	YES	56.00	YES (five)	\$2,648.00	YES	THIRD
Coverall Cleaning Concepts	NO	YES	YES	YES	NO	YES	16.00	YES (five)	\$4,811.00	NO	unqualified
Quality Care Janitorial Services	YES	YES	YES	YES	YES	YES (10m)	unspecified	YES (three)	\$4,995.00	YES	SIXTH
Wright Maintenance	YES	YES	YES	YES	YES	YES	24.00	YES (two)	\$2,125.00	YES	FIRST
Unequaled Janitorial	YES	YES	YES	YES	YES	YES	52.00	YES (Five)	\$2,372.00	YES	SECOND

VENDOR	RECOMMEND	REASON
Wright Maintenance	Reject	1. submitted only two references 2. Allocated only 24 hours for weekly maintenance
Unequaled Janitorial	Consider	1. Allocated 52 hours for weekly maintenance 2. Submitted five references 3. Bid amount is within budgeted limits
Servicemaster	Consider	1. Allocated 56 hours for weekly maintenance 2. Submitted five references 3. Bid is within budgeted limits
S & S Maintenance	Consider	1. Allocated only 35.50 hours weekly for maintenance 2. Submitted five references 3. Bid is within budgeted limits
Advanced Building Services	Reject	1. Bid amount is not within budgeted limits
Quality Care Janitorial Services	Reject	1. Bid amount is not within budgeted limits

**JANITORIAL SERVICE
REFERENCE QUESTIONS**

1. Does _____ perform Janitorial services for your firm/agency?
2. Are you the person responsible for Janitorial Service at your firm/agency?
3. In square feet what is the size of the area cleaned?
4. Has _____ been employed by your firm/agency for a minimum of one year?
5. Describe the type of facilities (office, shop, warehouse, etc.).
6. How would you rate the Janitorial Service performed by _____?
Excellent Good Fair Poor
7. If you have had any problems with Janitorial Service, have they been resolved promptly and to your satisfaction?
8. Would you recommend _____ to the City for Wilsonville for the purpose of performing Janitorial Services?

sm/js
3/1/94

Reference Check

**Unequaled Janitorial
Oregon City, OR 97045**

The following information is in response to the reference check questions:

Reference: Dawn Huddleston, General Manager, Alaska Airlines, Airport Way

Note, Bob De Groat (reference listed) was not available.

1. Yes, Unequaled Janitorial Services, performs the janitorial services for their firm.
2. Ms. Huddleston initializes contact and requests minor changes when necessary.
3. Not sure of sq. footage but they clean offices, operation area, training area, "B" concourse, board rooms and kitchen and restrooms.
4. They have been employed for Alaska Airlines for close to two years.
5. See # 3
6. Excellent for the most part - expect during the transition period when they have new employees.
7. If problems arise, they are solved as soon as possible and to their satisfaction.
8. Yes, Ms. Huddleston would recommend them.

They have a good billing system. And, they clean their facilities daily.

Reference: Sue Crandell, Chrysler Corporation, 10030 SW Allen Blvd.

1. Yes, Unequaled Janitorial Service performs their janitorial services.
2. Unequaled Janitorial Services employees report to Ms. Crandell.
3. Approximately 10,000 sq. ft. - offices and restrooms.
4. They have been employed for about 2 yrs.
5. See # 3
6. Good - sometimes. Overall, they do a good job.
7. Yes, they respond quickly.
8. Yes, overall she would recommend.

Reference: Nancy Altman, Milgard Windows, Wilsonville, OR

1. Yes, Unequaled Janitorial Service performs their janitorial services.
2. Yes, Ms. Altman, is the person responsible for janitorial services at Milgard Windows.
3. They clean 3,500 sq. ft. including offices, restrooms and she mentioned the manufacturing plant has specific problems . . . cut glass, metal, oil tracked in and out. Yet, they do a wonderful job on the floors. They are in the midst of remodeling and are keeping up with the cleaning.
4. They have been employed for about a year.
5. See # 3
6. Very good - excellent.
7. If they do have any problem, they come over immediately. Communication door is always open. She appreciates their friendliness. They seem very caring.
8. Yes, she would recommend them.

Note, they clean every day. The rapport between the employees is good. And, Ms. Altman mentioned one of the janitors that works there received an award for service. Periodic inspections are done.

**CITY OF WILSONVILLE, OREGON
CONTRACT FOR PERSONAL SERVICES**

CONTRACT TITLE: Janitorial Service
CONTRACT NO: 94-101

This Contract, made and entered into this ___ day of _____ 1994, by and between the City of Wilsonville, a municipal corporation of the State of Oregon, hereinafter called "City" and (full name and address of person or firm)

Shawn Gettys D.b.a. Unequaled Janitorial

hereinafter called "Contractor", duly authorized to perform such services in Oregon.

WITNESSETH:

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

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Agreement shall be from the 1st day of April, 1994, to and including the 30th day of June, 1995, unless sooner terminated under the provisions hereof. Annual renewal is subject to negotiation, which shall commence by no later than March 1, 1995, and is further subject to City's budget approval process.

2. Services

Contractor's services under this Agreement shall consist of those stated in the task schedule attached as Exhibit A and any other related specifications defined in the bid packet.

3. Contractor Identification

Contractor shall furnish to the City its employer identification number, as designated by the Internal Revenue Service, or Contractor's Social Security number, as City deems applicable.

Contractor must furnish to the City a copy of the Oregon State Police Complete Criminal History report for each employee prior to employee being granted access to any City building. The City reserves the right to prohibit entry to City facilities of any Contractor employee based upon information contained in that employee's Oregon State Police complete Criminal History Report.

4. Compensation

A. City agrees to pay Contractor \$ 2,372.00 per month commencing ___ day of _____, 1994, and each succeeding day of the month thereafter through June 30, 1995.

B. Payment shall be based upon the following applicable terms:

1. Upon receipt of Contractor's bill.
2. At least 10 days prior to the due date of each payment, Contractor shall prepare and submit to the Property Maintenance Supervisor, 30000 S. W. Town Center Loop East, Wilsonville, Oregon, 97070, a statement of services rendered, indicating hours and dates of services together with a request for payment.
3. Payment by the City shall release the City from any further obligation for payment to Contractor for service performed or expenses incurred as of the date of the statement of services.

5. Weekly Inspection Report

Contractor shall submit to the City a weekly inspection report of tasks completed. All tasks completed on semi-weekly, weekly, monthly, or quarterly basis shall be noted in the report and any deviations from the Task Schedule shall be noted.

6. Contractor Is Independent Contractor

- A. Contractor's services shall be provided under the general supervision of City's project director, or designee, but Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 4 of this Agreement.
- B. In the event Contractor is to perform the services described in this Agreement without the assistance of others, Contractor hereby agrees to file a joint declaration with City to the effect that Contractor's services are those of an independent contractor, as provided under Chapter 864 Oregon Laws 1979.
- C. Contractor acknowledges that for all purposes related to this agreement, Contractor is and shall be deemed to be an independent contractor and not an employee of City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that Contractor is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due to demand repayment of any amounts paid to Contractor under the terms of this agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- D. The undersigned Contractor hereby represents that no employee of the City of Wilsonville, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. Subcontracts - Assignment & Delegation

- A. Contractor shall not subcontract or permit any portion of work to be further subcontracted except as provided in the proposal without the prior written approval of City, and Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

B. This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

8. Contractor- Payment of Benefits - Hours of Work

A. The Contractor shall: (1) make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract; (2) pay all contributions or amount due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this contract; (3) not permit any lien or claim to be filed or prosecuted against the City of Wilsonville, on account of any labor or material furnished; (4) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

B. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Wilsonville may pay such claim to the person furnishing the labor or services and change the amount of the payment against funds due or to become due the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

9. Contractor's Employees Medical Payments

Contractor agrees to pay promptly as due, to any person, copartnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, all sums which the Contractor agreed to pay for such services and all monies and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for providing or paying for such service.

10. Early Termination

A. This Agreement may be terminated without cause prior to the expiration of the agreed upon term as provided by ORS 279.326 as follows:

1. By mutual written consent of the parties;
2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person; or
3. By City, effective upon delivery of written notice to Contractor by certified mail or in person.

B. Payment of Contractor shall be as provided by ORS 279.330 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination .

11. Cancellation for Cause

City may cancel all or any part of this Contract if Contractor breaches any of the terms hereof or in the event of any of the following: Insolvency of Contractor; voluntary or involuntary petition in bankruptcy by or against Contractor; appointment of a receiver or trustee for Contractor, or an assignment for benefit of creditors of Contractor. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation. In the alternative and at the City's sole option, the City may correct, without waiving its right to cancel the contract, the breach or cause to have another qualified contractor to correct the breach and to deduct the cost of said corrections from the contractor's monthly payment or payments.

12. Access to Records

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 audit, examination, excerpts and transcripts.

13. Work is Property of City

All work performed by Contractor under this Agreement shall be the property of City.

14. Adherence to Law

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C. As provided by ORS 279.315, all applicable provisions of federal, state or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken.

The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the additional work.

15. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to

this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

16. Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

17. Nonwaiver

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

18. Warranties

Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefor shall relieve Contractor from liability under warranties contained in or implied by this contract.

19. Attorney's Fees

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal to appellate courts.

20. Applicable Law

This contract will be governed by the laws of the State of Oregon.

21. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

22. Indemnification

Contractor agrees to indemnify and to hold harmless the City, its Officers, Employees, and Agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to City, Contractor or others, resulting from arising out of, or in any way connected with Contractor's activities hereunder, excepting only such injury or harm as may be caused solely by the fault or negligence of the City, its Officers, Employees and/or

Agents.

23. Insurance

All insurance is to be placed with insurers with the Best's rating of no less than A:VII. Each insurance policy shall be endorsed to require coverage not be suspended, voided or canceled by either party, reduced in coverage or in limits, except after 30 days prior written notice by certified mail, return receipt requested has been given to the City. Contractor must provide the City with proof of insurance prior to this contract becoming effective.

Contractor shall secure and continue to carry during the term of this contract the following insurance coverages:

* Commercial General Liability

Commercial general liability insurance (Insurance Services Office Form CG0001 - 11/85). This must be on an occurrence basis and shall require coverage of \$ 500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

* Workers' Compensation

Contractor performing as an independent contractor hereunder, its subcontractors if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide Workers' Compensation coverage for all their subject workers.

24. A bond in the amount of \$25,000 (twenty-five thousand dollars) shall be obtained and maintained for the length of the contract to protect the City against intentional acts of theft.

25. All notices provided for under this contract are to be written and shall be addressed to the following parties:

Contractor

Unequaled Janitorial

106 Molalla

Oregon City, OR 97045

ATTN: Shawn Gettys

City of Wilsonville

Operations Supervisor

City of Wilsonville

30000 SW Town Center Loop East

Wilsonville, OR 97070

26. References

Contractor shall submit the names of five customers within the local area that they service. Two such references should have similar facilities to those of the City of Wilsonville and shall include at least one building of at least 20,000 square feet. Two such references should include facilities similar to that of the City of Wilsonville with at least 8,000 square feet. The Contractor shall include only those clients they have provided service to for a minimum of one (1) year. The City shall select at random one or more firms that have been submitted, for a visual inspection of the premises. The inspections will assist in determining the qualified low bidder.

27. Complete Agreement City of Wilsonville

This contract and any referenced attachments constitute the complete agreement between the City and Contractor and supersedes all prior written or oral discussions or agreements.

28. In the event of any lost keys, the Contractor shall bear the cost of re-keying locks. Said cost to be deducted from the next payment due.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officers, and the contractor has executed this agreement on the date hereinabove first written.

CITY OF WILSONVILLE

CONTRACTOR

BY: _____

BY: Shawn Heltys

BY: _____

BY: _____

CITY OF WILSONVILLE
JANITORIAL SERVICES BID

BID SHEET

BIDDER Unequaled Janitorial
106 Molalla Oregon City, OR 97045

TASK SCHEDULE "A" MONTHLY BILLING: \$1,209.00
HOURS SPENT WEEKLY 26
TASK SCHEDULE "B" MONTHLY BILLING: \$343.00
HOURS SPENT WEEKLY 7
TASK SCHEDULE "C" MONTHLY BILLING: \$820.00
HOURS SPENT WEEKLY 19
TOTAL MONTHLY AMOUNT \$2,372.00
FOR PERIOD ENDING _____

RESIDENT BIDDER xxxxxxx (INDICATE WHICH ONE)
NON-RESIDENT BIDDER _____ AS DEFINED BY OREGON REVISED
STATUTE 279.029.

SIGNATURE OF BIDDER(S) Shawn Kelly

DATE SIGNED: 2/18/94

**JANITORIAL SERVICES PROPOSAL
REFERENCE SUBMITTAL**

BIDDER:

Unequaled Janitorial
106 Molalla Oregon City, OR
97045

REFERENCE #1 (25,000 SQ. FT. MINIMUM)

FIRM NAME: ALASKA AIRLINES
ADDRESS: 7000 N.E. Airport Way
PHONE NUMBER: 249-4766
CONTACT PERSON: Bob DeGroat

REFERENCE #2 (25,000 SQ. FT. MINIMUM)

FIRM NAME: CHRYSLER CORPORATION
ADDRESS: 10030 S.W. Allen Blvd.
PHONE NUMBER: 526-5572
CONTACT PERSON: Sue Crandell

REFERENCE #3 (8,000 SQ. FT. MINIMUM)

FIRM NAME: BROADWAY MEDICAL CENTER
ADDRESS: 4212 n.E. Broadway
PHONE NUMBER: 249-8787
CONTACT PERSON: Gary Fessler

REFERENCE #4 (8,000 SQ. FT. MINIMUM)

FIRM NAME: PORTLAND MEDICAL CENTER
ADDRESS: 511 S.W. 10th. Ste.200
PHONE NUMBER: 225-0747
CONTACT PERSON: Mary Raade

REFERENCE #5

FIRM NAME: MILGARD WINDOWS
ADDRESS: 29600 S.W. Seeley Ave.
PHONE NUMBER: 682-3270
CONTACT PERSON: nancy Altman

DECLARATION OF INDEPENDENT CONTRACTOR STATUS

DATA:

SHAWN GETTYS

NAME OF PERSON LETTING CONTRACT

6836 S.E. CARLTON, PORTLAND, OREGON 97206

Address

BIEKER AGENCY

INSURER (if applicable)

PO BOX 16498, PORTLAND, OREGON 97216

Address

SHAWN GETTYS, Oba; UNEQUALLED JANITORIAL

NAME OF INDEPENDENT CONTRACTOR

106 MOLALLA AVE., OREGON CITY, OREGON 97045

Address

IF PARTNERSHIP, LIST ALL PARTNERS

Address

Time or project(s) covered by the Declaration:

The undersigned hereby declare that all services performed under the contract dated _____ shall be rendered by the independent contractor in his or her status as an independent contractor.

The independent contractor shall give the person letting the contract seven (7) days advance written notice before obtaining the assistance of any other person in performance of the contract. Upon receipt of this notice, the person letting the contract may require the independent contractor to qualify as a direct responsibility employer under ORS 656.407 or as a contributing employer under ORS 656.411. Failure to give notice required by the person letting the contract shall constitute grounds for termination of the contract by the person letting the contract.

In consideration of the letting of this contract, the independent contractor agrees to indemnify the person letting the contract and the insurer listed above, if any, for damages, expenses, costs and disbursements, and attorney's fees incurred by said person or by said insurer as a result of the independent contractor's failure to adhere to the terms of this declaration.

The parties to this declaration understand that a person who files a declaration of status as an independent contractor is not eligible to receive workers' compensation benefits (under ORS Chapter 656) in the event of injury or disease, unless said person has obtained coverage for such benefits pursuant to ORS 656.128

Independent Contractor

Date

Person Letting Contract

Date

ABCDER

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

01/21/94

PRODUCER
Bleker Agency, Inc.
 P.O. Box 16498
 9828 E. Burnside, Suite 205
 Portland, OR 97216
 252-1972

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Valley Insurance Company

COMPANY LETTER **B** Liberty Northwest

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED
Unequaled Janitorial Service
 PO Box 55335
 Portland, OR 97238

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REQUIRED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> PD Ded:250	CL47405	12/27/93	12/27/94	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	CL47405	12/27/93	12/27/94	COMBINED SINGLE LIMIT \$ 500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE EACH OCCURRENCE AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	993750	01/01/94	01/01/95	STATUTORY LIMITS EACH ACCIDENT \$ 100,000 DISEASE-POLICY LIMIT \$ 500,000 DISEASE-EACH EMPLOYEE \$ 100,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Attn: Steve

CERTIFICATE HOLDER

Golden Key Services
 P O Box 8463
 Portland, OR 97202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 58511951

In consideration of an agreed premium, the Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Unequaled Janitorial

P.O. Box 55335

of Portland, Oregon 97238

(hereinafter called "Obligee"),

against loss of money or other property, real or personal, belonging to any and all subscribers (hereinafter called "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain, as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of

such Employees being Twenty-five Thousand and no/100 Dollars (\$25,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 18th day of May 19 92 at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary, or wages and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A fraudulent or dishonest act of an Employee of the Obligee shall mean an act which is punishable under the Criminal Code in the jurisdiction within which act occurred, for which said Employee is tried and convicted by a court of proper jurisdiction.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies; as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
2. WASHROOMS										
Clean, sanitize & polish all vitreous fixtures including toilet bowls, urinals, hand basins.		X								
Clean & sanitize all flush rings, drain and over-flow outlets.		X								
Clean & polish all chrome fittings.		X								
Clean & sanitize toilet seats.		X								
Clean & polish all glass & mirrors.		X								
Empty all containers and disposals, insert liners as required.		X								
Dust metal partitions.		X								
Spot clean metal partitions.		X								
Wash & sanitize metal partitions.			X							
Dust tops of lockers.		X								
Wash & sanitize exterior of lockers					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, and urinals.		X								
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.		X								
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.		X								
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outlet.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
FLOORS										
1. RESILIENT & HARD										
Dust mop or sweep (spot mop).		X								
Damp mop. Complete-not hardwood.		X								
Sanitize (restroom & lunchroom).		X								
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)							X			
FLOORS										
2. CARPET										
Vacuum open areas.		X								
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.		X								
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			

TASK SCHEDULE
"B"

Contract services:
Areas to be serviced:
1. Transit
2. Public Works

Prepared for:
City of Wilsonville
30000 SW Town Center Loop E.
Wilsonville, OR 97070
Attn: Steve Munsterman
Date: January 6, 1994

EXTENT OF SERVICE	FREQUENCY OF SERVICE									
	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Notes:										
1. Where frequency of service is "X per week, per month, etc." it is assumed that this service will be carried out at regular interval.										
2. Frequency of service for semi-weekly for Schedule B is once weekly.										
3. Service shall occur after normal business hours (6 a.m. to 7 p.m., Monday through Saturday). City will provide schedule of non-normal business hour usage.										
4. The standard of cleaning expected for this shall be that of Adequate Cleaning; a standard of cleaning that elicits neither compliments nor serious criticism. Complaints may occur from time to time.										
REGULAR SERVICES										
1. GENERAL, PRIVATE OFFICES, LOBBY, LOUNGE, ETC.										
Empty Wastebaskets			X							
Transport trash to designated area.			X							
Dust all furniture including desks, chairs, tables.			X							
Dust all exposed filing cabinets, bookcases, and shelves.			X							
Dust all telephones.			X							
Clean and sanitize telephones.			X							
Clean/sanitize drinking fountains.			X							
Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, ledges.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.					X					
Spot clean desk tops.			X							
Clean entire desk tops. WHEN CLEARED!			X							
Clean counter tops.			X							

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Clean reception lobby glass including front door.			X							
Clean interior glass in partitions and doors.			X							
Clean entire interior glass in partitions and doors.					X					
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.			X							
Clean and polish furniture including desks, chairs, cabinets.					X					
Client papers on desks, drafting tables, filing cabinets are not disturbed.			X							
Clean and service sand urns (Sand to be furnished by client).			X							
Wash inside trash baskets.					X					
Dust venetian blinds.					X					
Damp clean blackboards & white boards if blank.			X							
Vacuum diffuser outlets in ceiling.							X			
Dry clean area adjacent to diffuser outlet.							X			
Clean & remove flies/other foreign material from lighting fixtures.							X			
Clean and polish bright metal to hand height.			X							
Hand dust wood panelling.					X					
Remove dust and cobwebs from ceiling areas.			X							
Stairways-sweep/vacuum & dust.			X							
Elevators-dust/spot & clean.		N/A								
Empty trash receptacles at all entryways.			X							

	Daily	Semi- Weekly	Weekly	Bi- Weekly	Monthly	Bi- Monthly	Quarterly	Semi- Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
2. WASHROOMS										
Clean, sanitize & polish all vitreous fixtures including toilet bowls, urinals, hand basins.			X							
Clean & sanitize all flush rings, drain and over-flow outlets.			X							
Clean & polish all chrome fittings.			X							
Clean & sanitize toilet seats.			X							
Clean & polish all glass & mirrors.			X							
Empty all containers and disposals, insert liners as required.			X							
Dust metal partitions.			X							
Clean metal partitions.			X							
Wash & sanitize metal partitions.					X					
Dust tops of lockers.			X							
Wash & sanitize exterior of lockers.					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, urinals.			X							
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.			X							
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.			X							
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.				X						
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outlet.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Flush toilet bowls and urinals with chemicals as approved by the City of Wilsonville.			X							
Strip and clean off all soil & soap scum in shower areas.			X							
Wash partitions and ceramic tile wall areas.					X					
REGULAR SERVICES										
3. EATING AREAS.										
Wash & sanitize table tops, damp clean seats and backs of chairs.			X							
Wash pedestals or legs.					X					
Clean polish & refill napkin holders.			X							
Empty all containers and disposals. Sterilize interior.			X							
Wash & sanitize exterior of all containers.			X							
Clean & sanitize drinking fountain.			X							
Remove fingerprints from doors, frames, light switches, kick & push plates, handles.			X							
Low dust all horizontal surfaces including shelves, ledges, moldings, pipes, ducts, heating outlets, etc.			X							
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.				X						
Wash & sanitize chairs.				X						
Spot clean interior glass in partitions & doors.			X							
Clean entire interior glass in partitions & doors.					X					
Clean, sanitize and polish all sinks & hand basins, etc.			X							
FLOORS										
1. RESILIENT & HARD										
Dust mop or sweep (spot mop).			X							

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Damp mop. Complete-not hardwood.			X							
Sanitize (restroom & lunchroom).			X							
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)		N/A								
FLOORS										
2. CARPET										
Vacuum open areas.			X							
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.			X							
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			
GENERAL										
Leave "At your service" notice on any observed irregularities (i.e.,			X							

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
REGULAR SERVICES										
2. WASHROOMS										
Clean, sanitize & polish all vitreous fixtures including toilet bowls, urinals, hand basins.		X								
Clean & sanitize all flush rings, drain and over-flow outlets.		X								
Clean & polish all chrome fittings.		X								
Clean & sanitize toilet seats.		X								
Clean & polish all glass & mirrors.		X								
Empty all containers and disposals, insert liners as required.		X								
Dust metal partitions.		X								
Spot clean metal partitions.		X								
Wash & sanitize metal partitions.			X							
Dust tops of lockers.		X								
Wash & sanitize exterior of lockers					X					
Remove spots, stains, splashes from wall area adjacent to hand basins, toilets, urinals.		X								
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.		X								
Refill all dispensers to normal limits: napkins, soap, towel, liners, seat holders, cups. Supplies to be furnished by client.		X								
Low dust all horizontal surfaces to hand height, including shelves, ledges, moldings.		X								
High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
Vacuum diffuser outlets in ceilings or walls.					X					
Dry clean area adjacent to diffuser outlet.					X					

	Daily	Semi-Weekly	Weekly	Bi-Weekly	Monthly	Bi-Monthly	Quarterly	Semi-Annually	Annually	As directed (at extra Cost)
Damp mop. Complete-not hardwood.		X								
Sanitize (restroom & kitchen).		X								
Spray buff open areas including kneeholes of desks. (Vinyl tile). (Hardwood applicable tasks)			X							
Scrub & refinish to maintain adequate protective coating.					X					
Strip, clean, refinish and machine polish.							X			
Machine scrub ceramic tile in kitchens & restrooms (no finish applied.)					X					
FLOORS										
2. CARPET										
Vacuum open areas.		X								
Vacuum entire carpet areas.					X					
Inspect for spots & stains. Remove if possible; if spots cannot be removed indicate on weekly report.		X								
Machine shampoo all carpeted areas with chemicals and methods approved by the City of Wilsonville. Carpets must be dry within one hour of shampooing.							X			
FURNITURE										
1. FABRIC										
Vacuum.					X					
Shampoo.										X
2. PLASTIC										
Damp wipe.					X					
Complete re-clean										X
WINDOWS										
Clean ext. outside.							X			
Clean ext. inside.							X			

