

PDC

PORTLAND DEVELOPMENT COMMISSION

DATE: August 13, 2008

TO: Board of Commissioners

FROM: Bruce A. Warner, Executive Director

SUBJECT: Report Number 08-107
Authorizing an amendment to contract with Portland Habilitation Center, Inc. for Janitorial Services; total contract not to exceed \$775,000

EXECUTIVE SUMMARY

BOARD ACTION REQUESTED

Adopt Resolution No. 6628

ACTION SUMMARY

The Resolution authorizes the Portland Development Commission (PDC) Executive Director to execute amendments to an existing contract with Portland Habilitation Center, Inc. (PHC) to provide janitorial services for the Mason-Ehrman Building at 222-234 Northwest Fifth Avenue and 422 Northwest Everett Street, Portland, Oregon. The amendments may increase the contract amount by approximately \$117,000 for fiscal year 2008-2009 and by approximately \$161,000 for fiscal year 2009-2010, up to a total contract amount that shall not exceed \$775,000. The contract is funded with indirect operating expenses.

This action is necessary because the total amended contract amount will exceed the Executive Director's expenditure authority.

PUBLIC BENEFIT

The contractor providing janitorial services for PDC facilities, PHC, is a Qualified Rehabilitation Facility (QRF), certified as such by the State of Oregon Department of Administrative Services under the provisions of ORS 279.835 to 279.855. The purpose of ORS 279.835 to 279.855 is to "encourage and assist individuals with disabilities to achieve maximum personal independence through useful and productive gainful employment by assuring an expanded and constant market for sheltered workshop and activity center products and services, thereby enhancing their dignity and capacity for self-support and minimizing their dependence on welfare and need for costly institutionalization."

The QRF contracting program benefits Oregonians in many ways. Wages paid to the disabled workers reduce their needs for other forms of public assistance. Public agencies acquire quality products and services through directly negotiated contracts priced at reasonable rates. Finally, the business and jobs generated by the program are 100% in-state, sustaining the Oregon communities where participating facilities and individuals are located.

This action will support the following PDC goals:

- Develop healthy neighborhoods
- Provide access to quality housing
- Help business to create and sustain quality jobs
- Support a vibrant central city (urban core)
- Contribute to a strong regional economy

PUBLIC PARTICIPATION AND FEEDBACK

Public participation for QRF programs are overseen by the QRF Advisory Council, a 20+ member committee representing the interests of state and local governmental agencies, disability advocacy, private industry, labor and the general public.

COMPLIANCE WITH ADOPTED PLANS AND POLICIES

Based on the PDC Local Contract Review Board administrative rules and PDC Board policy on delegated signature authority, the Executive Director may only authorize expenditures up to \$500,000.

FINANCIAL IMPACT

The contract is funded with indirect operating expenses, and is included in the approved FY 2008-09 Budget.

RISK ASSESSMENT

Failure to continue service under this contract would adversely impact the PDC directly by failing to have a services provider to keep PDC facilities safe and clean for the public and PDC employees.

WORK LOAD IMPACT

All work to manage the contract can be handled by existing staff.

ALTERNATIVE ACTIONS

PDC has the option to re-bid for the services, but the current service is satisfactory and no change is called for. Hiring direct employees to perform the service is an option but may result in additional costs from salaries, benefits and management of the service.

CONCURRENCE

Not applicable

BACKGROUND

On January 24, 2001, PDC entered into a commercial lease (“Lease”) with the Kalberer Company (“Landlord”) for real property and improvements located at 222-234 NW Fifth Avenue and 422 NW Everett Street, Portland, Oregon (“Property”). PDC took occupancy of the Property on September 13, 2004 and began relocating employees from other worksites to the Property. As part of the move plan, PDC identified the need for a janitorial service provider for the Property.

As a public agency, PDC was required to procure janitorial services from a Qualified Rehabilitation Facility (“QRF”) under the provisions of ORS 279.835 to 279.855 “provided the product or service is of the appropriate specifications and is available within the period required by that public agency.” PDC staff selected Portland Habilitation Center, Inc. (“PHC”), a QRF certified by the State of Oregon Department of Administrative Services, to provide janitorial services for the Property.

Services Contract #204052 with PHC (“Contract”) was executed on September 29, 2004 in the amount of \$111,844.08 for services through September 30, 2005. The Contract was amended five (5) times between October 1, 2004, and June 30, 2007, revising the Scope of Work to meet changing needs and extending services annually. After Amendment No. 5, the Contract value was \$474,524.00. Amendment No. 6 to the Contract was executed on July 8, 2008, which extended janitorial services to August 31, 2008, and amended Consideration for a sum not to exceed \$497,349.48.

PDC would like to extend the Contract for up to two additional years for a total increased cost of not more than \$277,151. Execution of these amendments would exceed the Executive Director’s delegated authority; therefore it is necessary to get Board authorization for the Executive Director to execute amendments to Services Contract #204052 with Portland Habilitation Center, Inc. for fiscal years 2008-2009 and 2009-2010 for a total contract amount not to exceed \$775,000.

ATTACHMENTS:

- A. Scope of Work for Services Contract #204052 with Portland Habilitation Inc.
- B. Building Cleaning / Task Schedule (Revised October 12, 2005)
- C. Contract Amendments 1 through 6.

CC: J. Cody, Chief Financial Officer
D. Elott, Interim General Counsel
A. Bookman, Credit & Asset Management Manager

EXHIBIT A
SCOPE OF WORK FOR
PORTLAND HABILITATION CENTER JANITORIAL SERVICES

BUILDING DESCRIPTION

Janitorial services for the Portland Development Commission Building, 222 NW Fifth Avenue, Portland, OR 97209-3859, floors one through seven and basement.

Built in 1908, the building is a seven-story, 70,000 square foot brick and timbered historic office building in Portland's Old Town neighborhood and was completely renovated in 2001. Major tenant improvements will be accomplished prior to occupancy by approximately 200 Commission employees which includes new paint and new carpeting throughout.

TERM OF CONTRACT

The contract term shall be from the date the contract is fully executed by both Commission and Contractor, through September 30, 2005.

The term of this contract may be extended for additional one (1) year periods upon mutual agreement between COMMISSION and Contractor.

CONTRACT MANAGEMENT

The COMMISSION Contract Manager for the contract shall be the Professional Services Manager unless otherwise specified. The daily management of the contract shall be performed by the owner's representative as designated by the Contract Manager herein called the "Facilities Supervisor." The term "Facilities Coordinator" refers to the COMMISSION Facilities staff employee.

SECURITY

Contractor principles shall have Police Bureau security clearance. There shall be no exceptions and no substitutions of personnel without prior security clearance checks.

All building keys will be picked up and turned into the appropriate person and/or location. No facility keys are to leave the building or be left unattended at any time. Facility keys will not be considered to have been properly turned in unless received directly by the appropriate person on duty.

For the safety of City Staff and Contractor employees, ALL contract custodial personnel shall be able to communicate in English both orally and in writing.

Contractor and contractor's employees SHALL follow all established security procedures while working in these facilities. Failure to properly follow security procedures in these buildings shall result in termination.

DRESS CODE

Employees are expected to wear the company's uniform as outer layer of clothing so that the company is easily identifiable by logo, insignia, or name by patch, embroidery or other clearly identifiable marking. Unacceptable clothing would include: Shorts, spandex, shear blouses, sandals or open-toe shoes, faded or patched jeans, sweatshirts, t-shirts, or long skirts. The standard uniform of the contracted service provider is considered acceptable dress wear for this position.

REQUIRED TRAINING

The Contractor shall provide copies of all required programs as listed below. The programs shall be complete and include the names of all employees to be used in the performance of this contract.

NOTE: All employees shall be trained prior to beginning work in COMMISSION facilities.

- A. Certified HIV/Hepatitis training and vaccination program per OR-OSHA regulations OAR 437, Division 2, General Occupational Safety and Health Rules (29 CFR 1910.1030) blood borne pathogens.
- B. Hazardous Communications Program. (MSDS)
- C. Tuberculosis (TB) training and optional testing program. (OSHA)
- D. Custodial/Housekeeping training program on proper techniques and cleaning methods complete with all related safety warnings.

DAILY/PERIODIC SERVICES SCHEDULE

The Contractor shall provide COMMISSION with specific dates and times for items designated in the Building Cleaning/Task Schedule, Attachment No. 1, as monthly, quarterly, semiannual, and annual services. Such dates and times are subject to the approval of the Facilities Coordinator for each location.

All services scheduled to be performed quarterly, semiannually, and annually shall be performed within the first 30 (thirty) days after contract execution and then scheduled at the appropriate intervals during the term of the contract.

The Contractor shall adhere to the cleaning schedule. The Contractor shall inform and coordinate start times with the Facilities Supervisor.

MISCELLANEOUS OPERATING NOTATIONS

- A. Contractor shall not operate or adjust the setting of any of the heating, ventilating, or air conditioning systems in this facility without written approval of the Facilities Supervisor.
- B. Contractor shall leave only designated lights on, and shall check windows and doors for security upon completion of custodial work.
- C. Contractor shall learn and carefully operate building security systems, according to instructions provided by the Facilities Coordinator.
- D. Contractor shall report any damaged or broken plumbing, glass, light fixtures, furniture, paint, floor, lavatory fixtures, etc., to Facilities Supervisor.
- E. Contractor shall use designated closets and areas for storage of equipment and supplies. Closet areas shall be kept clean and orderly.
- F. Contractor shall not permit visitors and children inside buildings during maintenance times.
- G. Contractor employees shall gather and store wastepaper and other recyclable materials in areas designated for this purpose.
- H. Contractor and employees shall be required to sign in and out of the building on a form provided by the Facilities Supervisor, kept in the custodial logbook.
- I. Contractor shall check the logbook daily\nightly for instructions and cleaning problems provided by the Facilities Supervisor.

- J. Contractor shall repair, at Contractor's cost, any furnishings or fixtures damaged by Contractor's employees reported to the Facilities Coordinator or Facilities Supervisor.
- K. Turn in lost and found articles to the Facilities Coordinator.
- L. "WET FLOOR" signs shall always be posted surrounding areas where wet floor work is occurring, including carpet cleaning.
- M. All recycling shall be picked up from the recycling room on each floor weekly and taken to the recycling area designated by the Facilities Coordinator.

FACILITY SERVICE ASSISTANT POSITION

This position is a hybrid traditional custodial Day Porter position with additional duties for Meeting Room setups. Services shall be provided between the hours of 7:30 a.m. to 4:30 p.m. Monday through Friday.

The Facility Service Assistant (FSA) shall carry a Commission supplied pager. The pager number shall be given to the Facilities Supervisor, the Facilities Coordinator and the contractor site supervisor. The FSA shall be responsible for work as outlined in the Cleaning Performance Standards (Attachment No.1), as well as being available for work as identified by the Facilities Supervisor. The Day Porter shall be available for cleanup of spills and to service rest rooms, as well as other cleaning needs as they arise.

In addition to the Facility Service Assistant, the Contractor shall provide an emergency response system 24-hours-per-day, 7-days-per-week, including designate legal holidays. This emergency response system shall provide emergency response within 30 minutes and cleaning services within two hours from the time the Contractor is called.

SUPERVISION

The contractor shall be responsible for the direct on-site inspection of the custodians through its on-site supervisor, and the on-site supervisor shall be available at reasonable times to report to and confer with the Facilities Supervisor with respect to services. The telephone number of the responsible supervisor shall be provided to the Facilities Supervisor and the Facilities Coordinator for daily and emergency and/or non-routine service. Cleaning times and schedules for each floor shall be prepared and sent in to Facilities Supervisor and Facilities Coordinator upon execution of this contract.

The Contractor shall equip all shift supervisors with a pager and provide the pager numbers to the Facilities Supervisor. If the pager is replaced for any reason, the new pager number is to be given immediately to the Facilities Supervisor.

The Contractor and Contractor's staff are solely responsible for maintaining the pagers in first class operating condition.

A 24-hour-a-day, 7-day-a-week phone number is to be supplied to the Facilities Supervisor. This number shall be used if there is no response from the pager or a "no-show" in staff.

ON-SITE SUPERVISOR/FLOOR SPECIALIST

The Contractor shall provide a four-hour, five-day-a-week position for the on-site Supervisor. The primary tasks of this person is to see to it that all Contractor's employees, on all shifts, understand and carry out what is required to satisfy the specifications of the Contract. The on-site supervisor is also directly responsible for the maintenance/restoring of all resilient/hard surface floor finishes and carpet cleaning.

The on-site Supervisor shall be equipped with a pager by the Contractor. This pager is to be carried at all times. The Contractor is responsible for maintaining said pager. The pager number shall be recorded in the Facility Supervisor's Office, Security and Facilities Coordinator's Office.

The on-site Supervisor shall communicate with the Facilities Supervisor. The on-site Supervisor shall provide

a daily schedule including inspections and time schedules report to each location.

All floor restoration projects shall be scheduled seven days in advance with the Facilities Supervisor for each floor.

INSPECTION/PERFORMANCE

The on-site supervisor of the contractor shall make inspections of all work done on regular daily intervals. The on-site supervisor of the contractor who is thoroughly familiar with all the services specified shall make such inspection. The Facilities Supervisor, along with on-site supervisor shall do routine inspections to assure quality performance.

Should any cleaning specifications not be met or be routinely missed, notification shall be given to the contractor for correction. An emergency correction shall be started within two (2) hours after notification. Emergency corrections shall be called in by the Facilities Supervisor or Facilities Coordinator and shall be stated as an emergency.

A non-emergency correction shall be completed within twenty-four (24) hours after notification. Failure to make these corrections within the time specified shall be cause for contract termination. Should the same variation from the terms or specifications occur on three (3) separate occasions, in the same building, within the same contract year, COMMISSION may terminate the contract.

FEEES FOR SERVICE

The fee for janitorial services outlined in this contract including all supplies shall be \$9,320.34 per month. Partial month billings shall be based on 1/30th of monthly fee per day services multiplied by the number of days services were provided for that month. Any requested increase or decrease of fees shall be forwarded to the Commission's Project Manager at least 30 days prior to requested adjustment.

INCREASE OR DECREASE IN SERVICE

During the term of this contract, the Commission shall have the option to increase or decrease the amount of space to be serviced or the amount of service to be performed under this contract. A cost per square foot of cleaning breakdown shall be required for each floor. This cost shall be used at Commission's discretion when the need should arise for an increase or decrease of cleaning service due to changes in facility usage on existing floors or due to the addition or deletion of staff on floors. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

WAGE AND BENEFITS POLICY

The City Council established a Fair Wage Policy for certain formal service contracts on June 5, 1996. This action ensured that workers performing critical services for the City be compensated at a level that takes them and their families beyond poverty level. On April 15, 1998, the Council amended the Fair Wage Policy on formal contracts for janitorial, security, and parking attendant services. This amendment set forth revised wage rates as well as the requirement that all workers have access to health insurance coverage. On August 24, 2000 the Council approved a Fair Wage Ordinance which adopts a Portland City Code establishing a New Chapter 3.99, Fair Wage Policies, to the Portland City Code. The Portland Development Commission supports these requirements.

EMPLOYEE WAGE POSTING

Upon start of Contract, COMMISSION shall post a copy of Attachment No. 8, listing classifications, and hourly wage and benefit package description. A contact will be included for Wage posting questions. This contact will enforce protection and ensure a non-retaliatory environment for workers who make claims for improper minimum wage and/or minimum compensation under Portland City Code, Chapter 3.99. In addition, the contractor shall post information regarding employees who earn less than \$12.00 per hour, possible right to the Federal Earned Income Credit (EIC).

Contractor shall make available these forms required to secure advance EIC payments from employer pursuant to Section No. 5 of the Federal EIC.

CERTIFIED PAYROLL

The contractor shall provide monthly certified payroll verification to Commission for all contractors' employees used in the performance of this contract.

If, during the term of this contract, the contractor fails to provide required wages or benefits to workers, Commission may consider Contractor in breach of contract. Such action shall warrant suspension or termination of contract, and any other remedies allowed by law and provided for under the City's standard service agreement.

METHOD OF PAYMENT

Payment shall be approved by the Facilities Coordinator, net thirty (30) days unless otherwise specified, upon submission of invoice at the end of each month to the Portland Development Commission, Facilities Coordinator, 222 NW Fifth Avenue, Portland, OR, 97209. There shall be two invoices each month for routine services. Each invoice SHALL detail the number of custodial service hours and cost, Day Porter hours and cost, Custodial Supervisor hours and cost and all specially requested and approved services provided for each of these areas. Certified Payroll verification shall be required on a monthly basis.

MATERIALS AND SUPPLIES

All materials and supplies required to perform the services specified shall be supplied by the Contractor and shall comply with all City of Portland Bureau of Purchases standards.

1. Material Safety Data Sheets. The Commission requires current MSDS for all chemicals being used on-site in all Commission facilities. The Contractor shall provide MSDS and product labels to the Facilities Supervisor prior to the use of any chemicals. The contractor is responsible for supplying all MSDS information and labeling of bottles required. This information is to be supplied in a binder with alphabetical listing and to be kept updated by the contractor. No product shall be used in a Commission facility until MSDS have been reviewed and approved by the Facilities Supervisor.
2. The contractor shall furnish all equipment, materials and services necessary to perform the janitorial duties specified in a satisfactory manner and at not less than the frequencies set forth in the following specifications. The premises shall be maintained in a neat, clean, orderly, and first-class condition according to Cleaning Performance Standards contained in this package. All cleaning equipment used in the performance of this contract shall be of good commercial quality and maintained to ensure safe and proper operation.
3. Products, brands or models, if stated or implied by the specifications, indicate type, design and quality desired, and shall not restrict Contractor to one manufacturer. Products, which meet or exceed specification requirements for design, quality and functional utility, shall be considered. Ref. ORS 279.017.
4. All products used in the Commission facility shall conform to the most current Contractor Environmental Manual.

ATTACHMENT I

CLEANING PERFORMANCE AND SUBSTITUTION STANDARDS

THE FOLLOWING STANDARDS SHALL APPLY TO ALL FACILITIES INCLUDED IN THIS PROPOSAL.

NOTE: Attachment I represents a high level of cleanliness standard, which defines the minimum level of service. If portions of this Attachment appear to reduce the service level required by another portion, Contractors shall use the higher standard in development of their proposal.

I. INSPECTION - (STANDARD OF PERFORMANCE)

A. INSPECTION BY CONTRACTOR

Contractor's performance shall be maintained by continuing the Contractor's on-site supervision surveillance of work as performed to ensure that janitorial crews are attaining contracted standards of cleanliness and preservation.

B. INSPECTION BY COMMISSION REPRESENTATIVE

1. All services required to be performed under this contract shall be subject to inspection at any time by a representative of Commission. If any such services are found to be unsatisfactory and not in accordance with the Task Frequency Schedule and/or Cleaning Quality Definitions, the Facilities Supervisor shall notify the Contractor and the Contractor shall take immediate steps for corrective action at no additional cost to Commission.
2. Written notices of unsatisfactory conditions or need for corrections shall be transmitted to the Contractor as described in "CUSTODIAL SERVICE AND COMPLAINT CORRECTIVE ACTION PROCEDURE", listed below. Notices for corrections sent by the Facilities Supervisor shall be considered the official notices.
3. If you need emergency response for routine clean up or calamity clean up: Call (503) 823-5252 day or night, seven days a week. There is an answering service that will take a message and contact the appropriate people. Please leave specific information about the complaint, your name and the number you can be reached at.

II. QUALITY DEFINITIONS

- A. Porcelain Ware Cleaning: Porcelain fixtures (washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, or mold. This includes the showers located in the basement. (Fixtures which are not maintainable shall be documented by the Contractor and submitted to Facilities Supervisor)
- B. Servicing: All supply dispensers shall be filled. Waste receptacles shall be emptied and Feminine Hygiene receptacles emptied, cleaned, disinfected, and new bags inserted.
- C. Partition Spot Cleaning: Smudges, marks, or spots shall have been removed without causing unsightly discolorations.
- D. Thorough Dusting: There shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
- E. Plastic and Wood Furniture: Furniture shall be cleaned, sanitized and polished to maintain sanitary

appearance.

- F. Damp Mopping and Spray Dusting: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform appearance.
- G. Damp Wiping: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.
- H. Floor Stripping: All old finish or wax shall have been removed. There shall be no evidence of gum, rust or scuff marks. There shall be no buildup in corners and crevices. Water solutions shall not be used on wood flooring.
- I. Solid Waste Collection: All solid wastes generated in the building shall be collected and removed to storage areas (garage loading dock area) designated for trash and/or recycling by the custodians
- J. Cobwebs: There shall be no cobwebs visible in public and staff areas.
- K. Damp Wiping (Mirrors and Glass surfaces): Mirrors and Glass surfaces shall be clean and free of dirt, dust, streaks, and spots.
- L. Dusting: Railings, ledges, grilles, fire apparatus, doors, and radiators shall be dust-free. Cleared horizontal surfaces shall be free of dust.
- M. Display Cases: Glass covered table and wall type display cases shall be free of dirt, dust, streaks, and spots, inside and out.
- N. Vacuuming: Carpets, including edging and corners, shall be clean and free from dust, dirt, and other debris. All vacuum cleaners must be 90% plus dust free type.
- O. Telephone: Telephone receivers and cradles shall be clean and sanitized using disinfectant wipes.
- P. Carpet Spot Cleaning: Smudges, marks, gum, spills or spots shall have been removed without causing unsightly discoloration.
- Q. Waxing and Buffing: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform appearance.
- R. Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris, and residue, inside and out.
- S. Cleaning Wood Paneling: Paneling shall be free of dirt, dust, streaks, and spots.
- T. Finishing: Doors, walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform appearance.
- U. Metal Polishing: Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean and bright and polished to a uniform luster. Bright metal surfaces shall have a polished appearance.
- V. Glass Cleaning: All glass shall be clean and free of dirt, grime, hand marks, dust, streaks, and spots.
- W. Cleaning Thresholds: Thresholds shall be clean and free of oil, grease, dirt, and grime.
- X. Damp Wiping (Marble Walls and Stone Wainscoting): Surfaces shall be clean and free of hand

marks, smudges, dirt, dust, and spots.

- Y. Polishing: Kick plates, push plates, and push bars shall have a polished clean appearance.
- Z. Vacuuming Stairways: Landing and treads shall be free of loose dirt, dust, streaks, gum or other foreign substances.
- AA. Sweeping, Wet Mopping, or Scrubbing Stairway: Floors, steps, risers, and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.
- BB. Sweeping or Dust Mopping: All areas shall be clean and free of trash, debris, and foreign matter. No dirt shall be left in corners, crevices, behind radiators, under furniture, behind doors or where sweepings were picked up. Sweeping shall be picked up and disposed of and not swept outside.
- CC. Interior Elevator Surfaces: Wall surfaces shall be clean and free of marks, smudges, dirt, and dust. Floors shall be swept and mopped or carpets vacuumed and kept clean and free of spots and spills.
- DD. Cleaning (Elevator Floor Track): Floor tracks shall be clean and free of all foreign materials, dirt, and grime.
- EE. Upholstery Cleaning: All fabric furniture, partitions and benches shall be thoroughly vacuumed and spot cleaned to remove all loose dirt, gum and stains.
- FF. Sweeping (Freight Elevators): Floors shall be clean and free of dirt, trash, and foreign matter. No dirt shall be left in corners or crevices.
- GG. Cleaning Ash Receptacles: Cigarette butts, matches, and other discarded material shall be removed from the receptacle and wiped so that it is free of dust, ashes, odor, tar, and streaks. Replace sand as needed.
- HH. Cleaning Drinking Fountains: The porcelain, metal, stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, and nozzles free from encrustation.
- II. Air Vents: Air vents shall be dusted and dampened wiped without removing vent. Vents include ceiling, wall, floor; supply exhaust and return.
- JJ. Cleaning (Outside Entrances, Sidewalks, Etc.): Areas shall be clean of all dirt, gum, trash, and spillage and present a neat appearance. Outside areas are to include from the doors of each facility to the street curb, all sidewalks and patio areas.
- KK. Cleaning (Public Telephone Booths): All vertical and horizontal surfaces, including both sides of glass, shall be clean and free of dirt, dust, streaks, and spots.
- LL. Shampooing (Entrance and Elevator Mats or Carpets): Mat or carpet shall be clean and free of dirt, grime, stains, and excessive buildup of foreign material.
- MM. Venetian Blinds: Both sides of Venetian blind slats shall be clean and free of dust and water spots. Cords and tapes shall be clean.
- NN. High Cleaning: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.
- OO. Wall, Door and Door frame Washing: Wall washing shall remove all soils, grease, and film. It can be done by hand or with a wall washing machine. Rest room walls shall be washed with a disinfectant cleaner.
- PP. Carpet Cleaning: Complete carpet cleaning (Other than spot cleaning) shall consist of hot water

extraction method and or bonnet cleaning methods where applicable. Chair mats boxes, wastebaskets and small furniture should be moved and replaced as part of this process. Contractor shall provide air blowers and dehumidifiers as needed to aid in drying process.

- QQ. Ceramic Tile Floor and Non-Slip Finished Floor Care: All Ceramic tile floors and special non-slip surfaced floors, shall be *Brush* scrubbed on a weekly basis in addition to nightly wet mopping and disinfecting.
- RR. Outside Window Cleaning: All outside windows are to be cleaned using standard industry practices. Observe all safety precautions and standards while performing window cleaning. Windows should be free of dirt, smudges, streaks and smears upon completion.
- SS. Outside Maintenance: Exterior building entrances and all adjoining sidewalks shall be maintained free of all trash and litter.

BUILDING CLEANING/TASK SCHEDULE

SERVICES PROVIDED FOR ALL SPACES	S	S	M	T	W	H	F
DAILY/WEEKLY FACILITY SERVICE 7:30 - 4:30							
Empty and wipe all full trash containers in public or common staff areas			X	X	X	X	X
Spot clean all vertical surfaces to remove finger prints/soil			X	X	X	X	X
Spot clean all metal britework			X	X	X	X	X
Clean all drinking fountains			X	X	X	X	X
Police all outside sidewalks and entrances / empty trash containers			X	X	X	X	X
Damp mop all spots and spills			X	X	X	X	X
Spot vacuum all carpeted areas as requested			X	X	X	X	X
Spot Extract carpets and upholstery			X	X	X	X	X
Clean Public Elevators			X	X	X	X	X
Restock restrooms			X	X	X	X	X
Clean public restrooms			X	X	X	X	X
Respond to emergency pages			X	X	X	X	X
Check logbook and make corrections			X	X	X	X	X
Clean door glass			X	X	X	X	X
Police outside areas(Use City provided sweeper to cleans leaves dirt etc)			X	X	X	X	X
Storefront glass cleaning							X
Clean entrance mats			X	X	X	X	X
Conference & Training Rooms: (between sessions & as necessary)			X	X	X	X	X
Empty waste receptacles			X	X	X	X	X
Arrange Furniture			X	X	X	X	X
Clean spills and remove debris			X	X	X	X	X
Dust or wipe clean areas as needed			X	X	X	X	X
Empty and damp wipe all waste receptacles, replace liners as needed			X	X	X	X	X
Dust mop all areas using a treated mop			X	X	X	X	X
Spot clean all vertical surfaces			X	X	X	X	X

Dust all horizontal surfaces within 72" in height			X	X	X	X	X	
Setup and Secure all meeting room equipment			X	X	X	X	X	
Perform leaf debris removal with City-owned "billygoat" (shared with TPB)			X	X	X	X	X	
NIGHT CUSTODIAL SERVICE, Lobbies, Waiting Rooms, Public Corridors, Elevator Cabs and Vestibules, Basement Showers	S	S	M	T	W	T	F	
Clean all horizontal surfaces within 72" in height			X		X		X	
Sanitize and polish all drinking fountains			X	X	X	X	X	
Clean and polish all metal bright work			X	X	X	X	X	
Spot clean all walls, control panels, thresholds and elevators			X	X	X	X	X	
Clean elevator door tracks on each floor			X	X	X	X	X	
Dust all high reach areas								M
Vacuum all carpeted areas			X	X	X	X	X	
Vacuum all upholstered furniture			X		X		X	
Gather and arrange all reading materials			X	X	X	X	X	
Dust all low reach areas including baseboards and ledges							X	
Detail vacuum all areas							X	
Vacuum all ceiling and wall air grills								M
Wash all ceiling and wall air grills								Q
Spot mop all resilient floor surfaces			X	X	X	X	X	
Complete mop all resilient floor surfaces			X		X		X	
Dust blinds and drapes								Q
Spot clean with extractor or spotting agent all carpet spots and spills			X	X	X	X	X	
Spot clean all upholstered furniture and fabric partitions							X	
Exterior building trash and litter removal			X	X	X	X	X	

NOTES: R = ROTATING PROGRAM
 (DIFFERENT AREAS BEING WORKED ON NIGHTLY WITH ALL AREAS BEING MAINTAINED MONTHLY)
 M = MONTHLY
 Q = QUARTERLY
 S = Semi-Annual
 A = Annual

PRODUCT SUBSTITUTION REQUEST FORM

Proposal Title: _____ Proposal No.: _____

We hereby submit for your consideration the following product instead of the specified item for the above service:

Specified Item: _____

Proposed Substitution: _____

(Attach complete technical data, including laboratory tests, if applicable. Include complete information on changes to Specifications, which proposed substitution, will require for its proper use.)

1. Does the substitution require material safety data sheets? YES NO
2. Will the undersigned pay for any damages caused by the substitution? YES NO
- 3: What are the differences between proposed substitution and specified item?

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item:

Submitted by: _____
Signature

Firm: _____

Address _____

Date _____ Phone: () _____

For Use By City:

- Accepted Accepted As Noted
 Not Accepted Received Too Late

By _____

Date _____

**AMENDMENT NUMBER SIX
TO THE
SERVICES CONTRACT #204052**

Services Contract #204052 (the "Contract"), dated September 29, 2004 and entitled "Janitorial Services for the Mason Ehrman Building," by and between the PORTLAND DEVELOPMENT COMMISSION (Commission or PDC) and PORTLAND HABILITATION CENTER, INC. ("Contractor" or "PHC") is hereby amended by this Amendment Number Six (the "Amendment"). In the event of a conflict between this Amendment and the Contract or any previous Amendment to the Contract, this Amendment shall govern.

The "Effective Date and Duration" section on page 1 of the Contract here hereby deleted in its entirety and replaced with the following (changes in bold underline).

"Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on **August 31, 2008.**"

The "Consideration" section on page 1 of the Contract here hereby deleted in its entirety and replaced with the following (changes in bold underline).

"Consideration

- (a) Commission agrees to pay Contractor a sum not to exceed **\$497,849.48** for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (**replaced in its entirety per the attachment.**)
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A."

Except as modified herein, all other terms and conditions of the Contract remain in full force and effect and can only be modified in writing by both parties. The parties, by the signature of their authorized representative below, acknowledge that they have read this Amendment, understand it, and agree to be bound by its terms and conditions.

Approved by CONTRACTOR:

_____ Date

Authorized Signature

Printed Name & Title: _____

PORTLAND DEVELOPMENT COMMISSION

Approved by
Executive Director:

_____ Date

Bruce. A Warner

Approved as to form:

_____ Date

PDC Legal Counsel

**SERVICES CONTRACT
JANITORIAL SERVICES FOR THE MASON EHRMAN BUILDING
AMENDMENT 5**

Contract 204052 dated 9/29/04 between the Portland Development Commission, hereafter called "Commission" and Portland Habilitation Center, Inc., hereafter called "Contractor" is hereby amended as follows:

Effective Date and Duration


This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on June 30, 2008.

Consideration

- (a) Commission agrees to pay Contractor a sum not to exceed \$474,524.00 for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (replaced in its entirety).
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A.

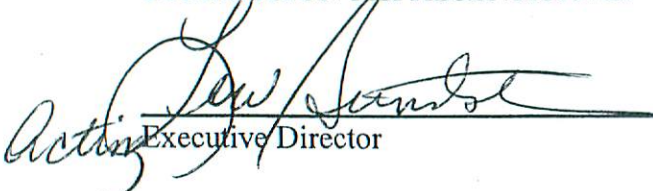
Except as modified herein, all other terms and conditions of the Services Contract shall remain the same. All parties hereby agree to the above contract amendments.

CONTRACTOR'S REPRESENTATIVE:


SIGNATURE  6/19/2007
Date

NAME & TITLE John Murphy President/CEO

COMMISSION REPRESENTATIVE:

 7-2-07
Acting Executive Director Date

APPROVED AS TO FORM:

 6-29-07
PDC Legal Counsel Date

**SERVICES CONTRACT
JANITORIAL SERVICES FOR THE MASON EHRMAN BUILDING
AMENDMENT 4**

Contract 204052 dated 9/29/04 between the Portland Development Commission, hereafter called "Commission" and Portland Habilitation Center, Inc., hereafter called "Contractor" is hereby amended as follows:

Effective Date and Duration


This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on June 30, 2007.

Consideration


- (a) Commission agrees to pay Contractor a sum not to exceed \$338,906.00 for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (replaced in its entirety).
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A.

Except as modified herein, all other terms and conditions of the Services Contract shall remain the same. All parties hereby agree to the above contract amendments.

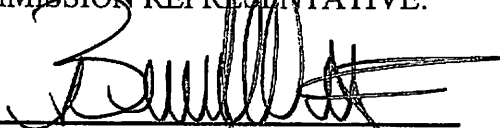
CONTRACTOR'S REPRESENTATIVE:

SIGNATURE  MAY 30 2006
Date
NAME & TITLE John Murphy, President

APPROVED AS TO FORM:

 6/2/06
PDC Legal Counsel Date

COMMISSION REPRESENTATIVE:

 6/5/06
Executive Director Date

**SERVICES CONTRACT
JANITORIAL SERVICES FOR THE MASON EHRMAN BUILDING
AMENDMENT 3**

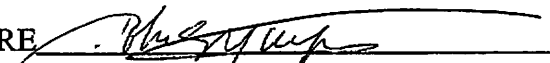
Contract 204052 dated 9/29/04 between the Portland Development Commission, hereafter called "Commission" and Portland Habilitation Center, Inc., hereafter called "Contractor" is hereby amended as follows:

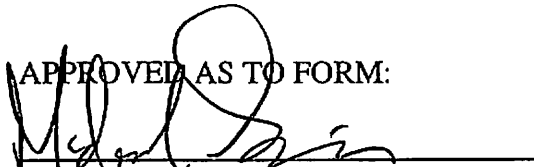
Consideration


- (a) Commission agrees to pay Contractor a sum not to exceed \$212,439.44 for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (replaced in its entirety).
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A.

Except as modified herein, all other terms and conditions of the Services Contract shall remain the same. All parties hereby agree to the above contract amendments.

CONTRACTOR'S REPRESENTATIVE:

SIGNATURE  OCT 17 2005
NAME & TITLE John Murphy, President Date

APPROVED AS TO FORM:
 10/20/05
PDC Legal Counsel Date

COMMISSION REPRESENTATIVE:
 10/31/05
Executive Director Date

**SERVICES CONTRACT
JANITORIAL SERVICES FOR THE MASON EHRMAN BUILDING
AMENDMENT 2**

Contract 204052 dated 9/29/04 between the Portland Development Commission, hereafter called "Commission" and Portland Habilitation Center, Inc., hereafter called "Contractor" is hereby amended as follows:

Effective Date and Duration


This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended, on June 30, 2006.

Consideration

- (a) Commission agrees to pay Contractor a sum not to exceed \$211,844.44 for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (replaced in its entirety).
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A.

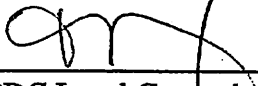
Except as modified herein, all other terms and conditions of the Services Contract shall remain the same. All parties hereby agree to the above contract amendments.

CONTRACTOR'S REPRESENTATIVE:

SIGNATURE  6/1/2005
Date


NAME & TITLE John Murphy, President

APPROVED AS TO FORM:

 6/8/05
PDC Legal Counsel Date

*"Margaret" McQuinn
Accts Receivable.*

COMMISSION REPRESENTATIVE:

 6/13/05
Executive Director Date

**SERVICES CONTRACT
JANITORIAL SERVICES FOR THE MASON EHRMAN BUILDING
AMENDMENT 1**

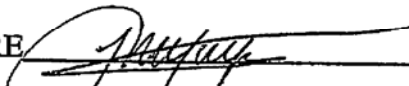
Contract 204052 dated 9/29/04 between the Portland Development Commission, hereafter called "Commission" and Portland Habilitation Center, Inc., hereafter called "Contractor" is hereby amended as follows:

Consideration

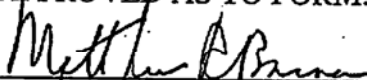
- (a) Commission agrees to pay Contractor a sum not to exceed \$116,155.20 for accomplishment of the work. The Commission shall not be liable for any costs in excess of this amount incurred by the Contractor, except as specifically noted herein. However, payment of the full compensation to the Contractor shall not excuse the Contractor from completing the scope of work identified in EXHIBIT A (replaced in its entirety).
- (b) Interim payments shall be made to Contractor According to the schedule identified in EXHIBIT A.

Except as modified herein, all other terms and conditions of the Services Contract shall remain the same. All parties hereby agree to the above contract amendments.


CONTRACTOR'S REPRESENTATIVE:

SIGNATURE  NOV 16 2004
NAME & TITLE John Murphy, President Date

APPROVED AS TO FORM:

 12-2-04
PDC Legal Counsel Date

COMMISSION REPRESENTATIVE:

 12-3-04
Donald F. Mazziotti, Executive Director Date