

**CITY OF PORTLAND  
PRICE AGREEMENT NO. 31000363  
AMENDMENT NO. 6**

**FOR**

**PARKS CUSTODIAL SERVICES**

The Agreement was made and entered into on the 1ST day of July, 2010 by and between Portland Habilitation Center, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. The Price Agreement is hereby amended to remove the supply of cleaning chemicals and product consumables from St. Johns Community Center per the attached QRF Proposal **ATTACHMENT A**. All janitorial chemicals, consumable materials, and dispensers used by the Contractor to perform custodial services at St Johns Community center will now be provided by the City. The Revised Scope of Work for St. Johns Community Center as it pertains to all janitorial chemicals, consumable materials, and dispensers are included as **ATTACHMENT B** to this Amendment.
2. The Price Agreement is hereby amended to add the following paragraph to the end of item **11**.  
**COMPLIANCE WITH APPLICABLE LAW:**

**WAGE AND BENEFITS POLICY:** In accordance with Portland City Code 3.99, Fair Wage Policies, this Price Agreement for janitorial services requires that impacted workers be compensated at the minimum hourly rate as determined by City Council. The FY 15-16 minimum wage rate for all personnel used in the performance of this Price Agreement/Agreement shall be a rate of \$15.00 per hour. Additionally, the Contractor shall submit monthly certified payroll reports to the City's Project Manager. City shall monitor compliance with the minimum wage requirements by review of the monthly certified payroll reports. The Contractor shall provide for mandatory employee notification of the minimum wage rates via on-site postings, compliance monitoring and complaint resolution.

Retaliation against employees of the Contractor who assert claims based on the requirements of PCC 3.99 regarding payment of wages, is prohibited.

The City shall provide a yearly update to the minimum hourly wage rate for the noted services. These changes are anticipated to be adjusted annually by the change in the Portland-Salem OR WA CPI-W and shall become effective for all contracts on July 1 of each year.

3. The Contract is hereby amended to extend the Contract term for an additional one (1) year from July 1, 2015 through and including June 30, 2016. This Amendment shall increase the Price Agreement amount by \$936,317.24 for a contractual total not to exceed \$3,365,285.10.
4. All other terms and conditions to remain unchanged.

**PORTLAND HABILITATION CENTER, INC.**

by: \_\_\_\_\_  
Debra A Houston – VP of Bldg. Maint. Date

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Portland, OR 97230

Telephone No. 503-261-1266

Email: jrivera@phcnw.com

Approved as to form:

CITY OF PORTLAND

BY:

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City Attorney

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Christine Moody, Chief Procurement Officer

Date

**ATTACHMENT B**  
**ST. JOHNS COMMUNITY CENTER REVISED SCOPE OF WORK**

1. **SCOPE OF WORK:** Contractor shall continue to provide labor and equipment as per original Contract as is necessary to perform custodial services for the City of Portland at St. Johns Community Center (SJCC). All janitorial chemicals, consumable materials, and dispensers used by the Contractor to perform custodial services will now be provided by the City. All work shall be performed in accordance with the attached QRF Proposal and the specifications listed below.
  
2. **EFFECTIVE DATE:** The effective date for the change in the supply of janitorial chemicals and consumables for SJCC shall be July 1, 2015.
  
3. **DEFINITIONS:**
  - A. **CONSUMABLE MATERIALS:** Janitorial products that are typically one-use and disposable, such as, but not limited to toilet paper, facial tissue, paper towels, toilet seat covers, feminine hygiene products, can liners, hand soaps, and hand sanitizers. Exception: equipment-specific consumables such as vacuum bags and buffing pads, and personal protection equipment used by custodial staff (such as gloves) (refer to "Equipment" definition below).
  
  - B. **DISPENSERS:** Fixed units that house and dispense janitorial chemicals and consumable materials.
  
  - C. **EQUIPMENT:** Equipment used to administer cleaning chemicals (e.g. dust mops, floor maintenance equipment, buckets, sprayers, cloths) or perform a cleaning function without chemicals (e.g. vacuum, broom, duster). "Equipment" shall also include those equipment-specific supplies such as, but not limited to, vacuum bags, mop heads, dust mop heads, buffing pads, etc.
  
  - D. **JANITORIAL CHEMICALS:** All chemical products used to clean and maintain building surfaces (such as floors/flooring products), fixtures (such as toilets, sinks, etc.), and miscellaneous items (such as gym mats).
  
4. **COMMUNICATIONS & TEAM COLLABORATION:** Open communication among all stakeholders is crucial to having clean, safe, and healthy facilities and work environments. To this end, the Contractor shall:
  - A. Regularly communicate and collaborate with City staff and the City's janitorial supplies provider to ensure:
    - 1) City facilities are being cleaned according to specified cleaning standards.
    - 2) Cleaning products are being used correctly and effectively, following procedures agreed upon by the City, the Contractor, and the janitorial supplies provider.
    - 3) Janitorial chemicals and consumable material inventories are maintained at adequate, but not excessive, levels.
    - 4) Dispensers are maintained and kept in functioning order.
    - 5) Ensure occupants' needs and concerns are readily addressed and resolved.
  
  - B. Have a respectful and collaborative working relationship with the City and the City's janitorial supplies provider. By communicating with the janitorial supplies provider on a regular basis regarding needs, product information, and any other concerns regarding supplies will enable the City, Contractor, and the janitorial supplies provider to all be successful in the transition of responsibilities. All Parties are expected to do their utmost to make sure the process is a smooth, painless changeover.
  
  - C. As requested, meet with City Site Building Managers and the City's janitorial supplies provider to conduct building inspections, discuss occupant concerns and resolutions, and other administrative tasks. The Contractor shall endeavor to maintain consistency in the staff who participate in these meetings so as to build partnerships among attendees and knowledge of building trends over time.

**5. TROUBLESHOOTING:** The Contractor shall work with the City and the City's janitorial supplies provider to cooperatively address any occupant concerns or complaints related to cleanliness of the facility or any product performance concerns voiced by City or Contractor staff. When occupant concerns or complaints arise, the City will first contact the Contractor. The Contractor shall then follow the site-specific complaint resolution process previously agreed upon by the City and the Contractor, with the addition of coordinating with the City's janitorial supplies provider as needed to address any product performance concerns.

**6. APPROVED PRODUCTS & EXISTING INVENTORIES:** As part of the switch to City-supplied Janitorial Chemicals and Consumable Materials, each site will have a list of products approved for order and use at that site. At no point shall the Contractor bring on site Janitorial Chemicals or Consumable Materials not ordered through the City's janitorial supplies provider and approved by the City's Site Building Manager/Contact. Existing inventories of Contractor supplied products on site at the effective date of this amendment (both Janitorial Chemicals and Consumable Materials) shall be removed from SJCC the morning of the effective date and used at another City Parks and Recreation location. In the afternoon of the effective date, the Contractor shall work with the City and the City's janitorial supplies provider to stock the SJCC janitorial closet(s) with the City supplied products.

**7. PRODUCT INVENTORY & STOCKING:** In addition to maintaining applicable cleaning Equipment, the Contractor shall be responsible for maintaining adequate, but not excessive, inventory of building-specific Janitorial Chemicals and Consumable Materials. To this end, the Contractor shall assign a site-specific staff person (and back-up) to:

**A.** Monitor site-specific product inventory to ensure there are enough supplies on hand for Contractor staff to perform their duties and replenish consumable materials per the building's cleaning schedule. Inventory shall not be excessive such that storage space becomes unsafe or products expire before they can be used. The City's Site Building Manager/Contact may work with the Contractor on determining appropriate levels of inventory.

**B.** Submit, via an online form, orders for Janitorial Chemicals and Consumable Materials through the City's janitorial supplies provider. Orders will then be approved online by designated City staff before the order is fulfilled. The Contractor shall work with the City's janitorial supplies provider to ensure the Contractor's assigned staff person and their back-up are trained in how to use the online order form. The Contractor is responsible for ensuring the assigned Contractor staff have access to a computer or mobile device suitable for placing orders online. The City is responsible for approving orders in a timely manner so as not to compromise the Contractor's ability to perform the work requirements. Likewise, the Contractor is responsible for ensuring orders are submitted in a timely fashion to avoid the need for "rush" approvals/orders.

**C.** A site-specific City staff person shall be responsible for signing for deliveries. Contractor shall unpack and distribute order deliveries to appropriate site-specific storage locations.

**D.** Inform City Site Building Manager/Contact of any inventory problems, such as problems with the online ordering system, damage to product inventory, or orders received not matching what was ordered.

**8. DISPENSER MAINTENANCE:** While Dispensers will be provided by the City and the City's janitorial supplies provider, the Contractor shall be responsible for:

**A.** Ensuring Dispensers are properly filled.

**B.** Promptly communicating in writing or in person with the City's Site Building Manager/Contact when dispensers are broken or malfunctioning or when indicator lights are on (such as battery replacement lights or low-supply lights). The Contractor's staff shall report such information to the City contact by the end of their shift on the day they first notice the broken or malfunctioning equipment or indicator lights.

**9. EQUIPMENT COORDINATION:** While Equipment (see definition) shall be supplied by the Contractor, the Contractor shall work with the City and the City's janitorial supplies provider to ensure the supplied

Equipment is applicable to the building conditions, cleaning surface types, and the Janitorial Chemicals and Consumable Materials approved for the site. At no point shall the Contractor use Equipment that is not suitable for the Janitorial Chemicals approved for the site. Equipment suitability will be determined according to the chemical manufacturer's instructions, the applicable fixture, flooring, or product manufacturer's instructions (i.e. the surface being cleaned), and known best practices for High Performance Green Cleaning.

**10. TRAINING & REPORTING:** The Contractor is responsible for ensuring that Contractor staff are fully trained on how to appropriately use and handle all Janitorial Chemicals and Consumable Materials approved for the site. At no time shall a Contractor's staff member be in a position where they are using a product for which they have not received product-specific training. The Contractor's training staff shall coordinate with the City's janitorial supplies provider to obtain any training for products that are new to the Contractor's training program, both now and for any future products that may be approved and added at a later date. Contractor shall obtain from the City's janitorial supplies provider any product specific training materials, "train the trainer" product instruction, and/or on-site product instruction aids such as wall charts needed to ensure the Contractor's staff are fully trained on the approved products for the site. Prior to the effective date for the change in the supply of janitorial chemicals and consumables for SJCC, the Contractor shall submit documentation to the City's Site Building Manager/Contact that the Contractor's cleaning staff for SJCC have received the necessary training to safely and effectively use the Janitorial Chemicals and Consumable Materials approved for the site. At a minimum, the documentation should include the names of the Contractor's cleaning staff, the training date, and the list of products and associated equipment on which they were trained.

**11. TRAINING EFFECTIVENESS:** The City may, at its discretion, request a review involving the direct observation of the Contractor's cleaning staff performing their regular job duties. These reviews may involve observation of the Contractor's staff by a City representative, a representative from the City's janitorial supplies provider, and the Contractor's staff supervisor for the site. It is anticipated that such reviews would be requested when:

- A. A review may help troubleshoot an ongoing concern or complaint related to the cleanliness of a site.
- B. A review may help inform City staff or the City's janitorial supplies provider on the most appropriate product to use for a particular application.
- C. A review may help explain irregular product use as evidenced by product order patterns.

Should a review reveal the need for additional Contractor staff training or a revision to the training materials or methods, the Contractor will make necessary changes and conduct any additional training per the product training process stated herein. Solutions will be complete within five business days of the review taking place.

**12. WORK PERFORMED BY CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. As it relates to this amendment, the City will:

- A. Designate a City Building Manager and assistant (or back-up) personnel to serve as the on-site City contact for this agreement. The City Building Manager and/or assistant personnel will:
  - 1) Attend meetings, inspections, and reviews, and perform communications and on-site administrative tasks related to this agreement.
  - 2) Develop and distribute an approved product list for the site
  - 3) Review and approve the Contractor's cleaning equipment used at the site.
  - 4) Review and approve legitimate janitorial supply orders in a timely manner through the City's janitorial supplies provider's ordering platform.
  - 5) Receive janitorial supply orders from the City's janitorial supplies provider making sure all ordered items are received. Inform the Contractor of the delivery so the Contractor can restock the janitorial supplies storage area.
  - 6) Facilitate dispenser repairs or other City-owned equipment as it relates to this agreement.
  - 7) Inform the Contractor of any cleanliness or other site related Contractor performance concerns that arise and work with the Contractor through a resolution process. The City Building Manager and/or assistant personnel shall utilize the Contractor's Janitorial Management System (JMS) program as appropriate to submit cleanliness and related performance concerns.

- 8) Inform the Contractor of any needed changes to janitorial supplies inventory levels due to site program changes or Contractor performance concerns.
  - 9) Work with the Contractor and the City's janitorial supplies provider to stock the SJCC janitorial closet(s) with the City supplied products on the afternoon of the effective date of this amendment.
- B. Ensure that the City's price agreement for janitorial supplies includes requirements that support the tasks referenced herein as being performed by the City's janitorial supplies provider.