

**CITY OF PORTLAND
PRICE AGREEMENT NO. 31000251
AMENDMENT NO. 12**

**FOR
CUSTODIAL SERVICES
SECURED FACILITIES**

The Contract was made and entered into on the 1st day of February, 2011 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 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 Agreement for custodial 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 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.

2. The Amendment shall delete in its entirety paragraph two of **ATTACHMENT A, I., E. PRICES AND PRICE CHANGES** and replace it with the following paragraph.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. Contractor shall include in its proposed pricing that the Fair Wage adjustment which shall not be effective until July 1st of the new contracting year. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in the Contractor's original proposal, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

3. The Amendment shall extend the Agreement term for an additional three (3) months from February 1, 2016 through and including April 30, 2016 and update the pricing based on the attached QRF Proposal and the Fair Wage Policy above.

4. This Amendment shall increase the Contract Value, as per the QRF Proposal, by \$151,287.85 for a contractual total not to exceed \$2,188,705.02.

5. All other terms and conditions to remain unchanged.

PORTLAND HABILITATION CENTER, INC.

BY: _____
Debra A Houston – VP of Bldg. Maint. Date

Address: 5312 NE 148th Avenue
Portland, OR 97230

Telephone No. 503-261-1266

Email: jrivera@phcnw.com

CITY OF PORTLAND

BY:

Approved as to form:

City Attorney

Christine Moody, Chief Procurement Officer

Date