

## FIFTH AMENDMENT TO CONTRACT FOR JANITORIAL SERVICES

### CLEAN WATER SERVICES AND RELAY RESOURCES

This Amendment, dated effective July 1, 2019, is between Clean Water Services (District), and Relay Resources, formerly known as Portland Habilitation Center, Inc. (Contractor), and amends the parties' Contract for Janitorial Services dated effective July 1, 2015 as amended by the First Amendment dated effective July 1, 2018, the Second Amendment dated effective October 8, 2018, the Third Amendment dated effective January 7, 2019 and the Fourth Amendment, dated effective May 30, 2019 (collectively, Contract).

#### RECITALS

1. District and Consultant previously entered into the Contract to provide janitorial services.
2. The Contract provides that it can be renewed for two additional one-year terms upon mutual agreement of the parties.
3. The parties now wish to amend the Contract to extend the term for an additional year and include a revised scope, fixed fee, labor rates, and not-to-exceed amount for the renewal period.

#### TERMS AND CONDITIONS

1. **One-Year Extension**

Pursuant to Paragraph 3 of the Contract, the parties agree to renew the Contract for one additional year. The renewal period shall begin July 9, 2019 and extend through June 30, 2020 (Second Renewal Period) unless District terminates the Contract pursuant to Paragraph 15.

2. **Fixed Annual Fee**

The fixed annual fee of the Contract for the Second Renewal Period will be as follows:

July 9, 2019 through June 30, 2020 \$490,742.31

3. **Labor Rates for Time and Materials Services**

For janitorial services or additional floor care services being performed on a time and materials basis during the Second Renewal Period, District shall pay Contractor at the following rates:

Janitorial and Floor Care, Regular	\$40.89 per hour
Janitorial and Floor Care, Overtime/Weekend Services	\$46.56 per hour

**4. Not-To-Exceed Amount**

District's total payment to Contractor under this Contract, including expense reimbursement and annual \$40,000 consumable supplies allowance during the Second Renewal Period shall not exceed \$530,742.31.

**5. Electronic Signature**

This Contract may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract on behalf of Contractor and District, respectively.

**6. Effect of Amendment**

Except as amended herein, the Contract will remain in full force and effect.

Relay Resources

Clean Water Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Name, Title: \_\_\_\_\_

Chief Executive Officer or Designee

Approved as to Form

\_\_\_\_\_  
District Counsel