

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING A
METRO CENTER SECURITY SERVICES
CONTRACT

) Resolution No. 90-1210
)
) Introduced by Rena Cusma,
) Executive Officer

WHEREAS, The contract for the security guard services was designated by the Metro Council as an "A" contract; and

WHEREAS, The contract for the Security Guard Services Provider is multi-year and requires Council approval; and

WHEREAS, The Council pursuant to Resolution No. 89-1162 approved a Request for Bids for security guard services; and

WHEREAS, Bids were opened on December 1, 1989, and the Executive Officer has determined that Sundown Security is the lowest, responsive, responsible bidder; and

WHEREAS, The proposal document has been duly filed with the the Clerk of the Council; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District approves a contract with Sundown Security as the Security Guard Services Provider attached as Exhibit A hereto.

ADOPTED by the Council of the Metropolitan Service District
this 25th day of January, 1990



Tanya Collier, Presiding Officer

FM/srs

PUBLIC CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and Sundown Security, Inc., whose address is 7645 S.W. Capital Hwy. Portland, OR. 97219, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing December 20, 1989 through and including December 19, 1992.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in Attachment B. Metro shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment B.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date

of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR

shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws chapter 684.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality.

All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI

SUBCONTRACTORS; DISADVANTAGED BUSINESS PROGRAM

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the

services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting n/a percent of the contract amount to Disadvantaged Business Enterprise and n/a percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or

the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special

Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference.

Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

Sundown Security

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMH:jp
CONTRACT.FOR
10/19/89

ATTACHMENT A

SCOPE OF WORK
SECURITY SERVICES

Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed in the most highly professional manner and in accordance with the utmost industry standards. Security guard officers assigned to Metro Center shall have the ability to handle sensitive situations in a public setting.

Contractor shall furnish a uniformed security guard and patrols via a radio patrol car to Metropolitan Service District (Metro) building (Metro Center), located at 2000 S.W. First Avenue, Portland, Oregon. Location includes floors 1 through 4, underground parking garage and surface parking lots.

On-site security services to be provided between the hours of 6:00 p.m. through 12:00 a.m. each scheduled business day beginning on Monday at 6:00 p.m. and ending on Saturday morning at 12:00 a.m.

Metro shall have the right to make changes to the scheduled guard hours as needed.

The guard shall be stationed primarily in a designated lobby of the building.

Duties include checking and locking building and department entry doors after 6:00 p.m. Checking stairwells and toilet rooms for unauthorized visitors. The guard shall make regular rounds each hour during the shift checking the building and grounds.

The guard shall lock Metro Center's front doors by 6:30 pm each business day or lock Metro Center's front doors at later hour as required by scheduled night meetings.

The guard shall lock interior doors and underground parking garage gate by 7:00 p.m. each business day.

The guard shall have personnel who enter and leave the building during hours when evening meetings are not scheduled sign in and sign out at the lobby desk.

The guard shall switch off interior lighting as needed and respond to fire alarms and notify sprinkler company when required.

From 1:00 a.m. to 7:00 a.m., Monday through Thursday mornings the Contractor shall provide a radio patrol car, the officer shall conduct grounds, building and door checks, three (3) visits shall occur during the time period.

Page 2

Security Guard Scope of Work

Metro Center's front doors shall be unlocked no sooner than 6:00 a.m. and no later than 7:15 a.m. on scheduled business days.

The guard patrol shall unlock Metro Center's front doors no sooner than 8:00 a.m. and lock front doors no later than 5:30 p.m. on Saturdays, January through April 15, or other times as determined by Metro.

For weekends and holidays the car patrol shall inspect Metro Center grounds and building and provide indoor checks: one during the day and three at night for each day.

For each tour, patrolman is to provide detailed accounting of when grounds and building rounds took place and the recording of all unusual incidence which are noted by the security guard including names of people discovered in the building after normal business operating hours, and license plate identification of the vehicles left in the Metro parking lot after business hours. Names and vehicles can be precluded from the incidence report sheet if the individuals are noted as attending a Metro evening meeting.

For weekend and holiday patrols: incidence reports will note time of patrol and indicated any unusual incidence and observances.

Reports are to be forwarded to Metro's Support Services Supervisor.

Patrolman may be required to carry walkie-talkie to maintain whereabouts of evening janitorial crew and to provide instant communication to patrolman supervisor when needed. Radio equipment is to be provided and maintained by security contractor.

Contractor is to provide assurance that the patrol officers assigned to the building has had a thorough background check and is free from any felony or long standing convictions, is not a user of drugs, can physically provide the service required, when patrolling and sitting at his/her post does not smoke (except in designated areas during authorized breaks).

All Metro property, materials and documents are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees.

Contractor shall consider all documents confidential, any disclosure of confidential information or removal of Metro property by contractor or Contractor's employees shall be cause for immediate contract cancellation.

Page 3

Security Guard Scope of Work

Any liability, including but not limited to attorney fees, arising from any action or suit brought against the Metro because of

Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to Metro the names, addresses and telephone numbers of such personnel and shall keep this information current at all times.

Metro shall provide keys to the facility for Contractor's use in the performance of work under this contract. Contractor shall maintain a record of all keys issued to Contractor's employees or agents and shall not have additional keys cut without Metro's approval.

Upon Metro request, Contractor shall provide accounting of all keys issued. Contractor shall return all keys immediately to Metro upon termination or cancellation of this contract. Contractor shall be responsible for the cost of re-keying if any assigned keys are lost or not accounted for.

At the option of Metro, the contract may be extended for additional periods upon 10 days notice to Contractor.

Insurance Requirements:

Comprehensive or Commercial General Liability: Contractor shall obtain at Contractor's expense, and keep in effect during the term of this contract, Comprehensive or Commercial General Liability Insurance covering personal injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract plus products/completed operations liability.

Coverage limits shall be not less than \$1,000,000 combined single limit per occurrence.

Workers' Compensation: Contractor shall provide workers' Compensation benefits as statutorily required for persons performing work under this contract.

Additional Insured: Insurance coverage, except Workers' Compensation, required for performance of this contract shall name Metro, its Departments, officers, divisions, employees, members and agents as additional insured with respect to the activities performed under this contract.

Page 4

Security Guard Scope of Work

Certificates of Insurance: As evidence of the insurance coverage required by this contract and prior to issuance of a Notice to Proceed, Contractor shall furnish a certificate of insurance to Metro.

The certificate shall specify parties who are Additional Insured or Loss Payees. Insurance coverage required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon.

Notice of Cancellation or Change: There shall be no cancellation, material change, or intent not to renew of such insurance policies without prior notice to Metro.

Commencement of Work: Contractor shall commence no work under this contract until all insurance requirements have been met and a Notice to Proceed has been issued.

Bidders are encouraged to consult with their insurance agents about the requirements of this contract prior to bid submission.

Other Service:

Service Provider shall advise Metro and conduct building security audits when deemed necessary to make Metro Center more secure from thefts and other harmful crimes.

FM/srs
a\guardscp

METROPOLITAN SERVICE DISTRICT

BID SCHEDULE

FOR

Security Guard Services

ITEM DESCRIPTION	EST. QUAN**	UNIT	UNIT PRICE	TOTALS
1. Security Guard Service	1,560 hrs.	per hour	\$ <u>9.00</u>	\$ <u>14,040.00</u>
2. Patrol Car Visits	456 <u>1040</u>	per visit	\$ <u>4.90</u>	\$ <u>5,096.00</u>
3. Other Services	40	per hour	\$ <u>9.00</u>	\$ <u>360.00</u>
TOTAL BID \$				<u>19,496.00</u>

Company/Firm Name SUN DOWN SECURITY, INC.
 Signature *Steven Berland* Date 11/30/89
 Name (please print or type) STEVEN BERLAND
 Title PRESIDENT
 Telephone Number 244-0567

** Estimated quantity may be adjusted by Metro to meet anticipated Metro security service needs.

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers _____ (bidder insert No. of each Addendum received) to these specifications.

METROPOLITAN SERVICE DISTRICT

BID SCHEDULE

FOR

Security Guard Services

ITEM DESCRIPTION	EST. QUAN**	UNIT	UNIT PRICE	TOTALS
1. Security Guard Service	1,560 hrs.	per hour	\$ 8.83	\$ 13,774.80
2. Patrol Car Visits	1,040	per visit	\$ 9.57	\$ 9,952.80
3. Other Services	40	per hour	\$ 8.83	\$ 353.20
TOTAL BID				\$ 24,080.80

Company/Firm Name Empire Guard Services

Signature *Manuel Scott* Date 11/30/89

Name (please print or type) Manuel Scott

Title Executive Vice President

Telephone Number (503) 288-5138

** Estimated quantity may be adjusted by Metro to meet anticipated Metro security service needs.

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers 1 (bidder insert No. of each Addendum received) to these specifications.

STAFF REPORT

**CONSIDERATION OF RESOLUTION NO. 90-1210 FOR THE
PURPOSE OF APPROVING A METRO CENTER SECURITY
SERVICES CONTRACT**

Date: January 18, 1989

Presented by: Flor Matias

FACTUAL BACKGROUND

On September 26, 1989, a Security Guard Services "Request for Bid" (RFB) was filed with Council Staff. The RFB was reviewed by Metro's Finance Committee on October 19 and November 3 to consider a recommendation to have Metro Council approve a resolution to release the RFB for public bid. On November 9, 1989, Resolution No. 89-1162 was passed by Metro Council to approve the release of a request for bid for security guard services. The request for bid for security guard services was made known to the general public through advertisements placed in Portland's Daily Journal of Commerce, The Oregonian and The Skanner (a minority-owned weekly) newspapers. Six security guard contractors responded to a facility walk through, bids were received from two contractors including Empire Security, a minority-owned firm.

The successful bidder which provided the lowest overall security services cost which meets the contract scope of work is Sundown Security of Portland.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 90-1210.

FM/srs

FINANCE COMMITTEE REPORT

RESOLUTION NO. 90-1210, APPROVING A CONTRACT FOR SECURITY SERVICES AT METRO CENTER

Date: January 19, 1990

Presented by: Councilor
Wyers

Committee Recommendation: At its January 18, 1990 meeting, the Committee voted unanimously to recommend adoption of Resolution No. 90-1210. Voting yes were Councilors Gardner, Wyers, and Van Bergen. Councilors Collier and Devlin were excused.

Committee Discussion/Issues: Chairman Van Bergen introduced this item indicating it had been brought to his attention after the initial Committee agenda had been established. He expressed concern that the prior security contract had expired in October 1989 and that the services have been acquired through the use of monthly purchase orders in the interim period (see Attachment 1).

Jennifer Sims, Manager of Financial Services, presented the staff report and responded to questions from the Committee. She indicated that contract was bid on a unit cost basis so the level of service can be adjusted as needed. Council staff reported that this contract is a result of an RFB previously approved by the Committee and the Council (Resolution No. 89-1162). The scope of work provides for an increased level of security service for the Metro Center. The fiscal impact is that security service costs will increase from \$210. per month to approximately \$1,625 per month. Council staff pointed out that the Contract Summary form provided by the Finance and Administration Department (Attachment 2) was in error in that the budget line item for this contract shows \$14,000 when in fact it should be \$2,619.

In response to a question on how the additional contract costs will be paid during the remainder of the fiscal year, Ms. Sims indicated that savings in the Utilities line items will be utilized to cover the costs. The Department will process an internal budget adjustment and absorb the costs within the current Materials & Services appropriation in the Building Management Fund.

DEC:pa

#1C:90-1210

Attachments



METRO

2000 S.W. First Avenue
Portland, OR 97201-5395
503-221-1646

Memorandum

ATTACHMENT NO. 1
Finance Committee Report
Resolution No. 90-1210

Date: January 17, 1989
To: Metro Council Finance Committee
From: Councilor George Van Bergen, Finance Committee Chair *GVB.*
Regarding: AGENDA ITEM NO. 6: RESOLUTION NO. 1210

The last meeting item before the Finance Committee tonight is Resolution No. 90-1210, For the Purpose of Approving a Metro Center Security Services Contract. The contract expired October 1, 1989 and has been honored by purchase orders each month to this date. The attached information is all that has been filed with the Clerk.

I feel it is to our best interest to give as much attention to these default contracts as possible. If the Committee will accede, to consider this item, we will resolve the problem. The options before the Committee are to approve the request, seek additional information or deny the request.

GVB:gpwb

cc: Rena Cusma
Ray Phelps
Flor Matias
Don Carlson



GRANT/CONTRACT SUMMARY

METROPOLITAN SERVICE DISTRICT

513-041414-524790

GRANT/CONTRACT NO. 901113 BUDGET CODE NO. _____
 FUND: General DEPARTMENT: F and A (IF MORE THAN ONE) _____
 SOURCE CODE (IF REVENUE) _____

INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
 - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
 - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
 - C. OVER \$2,500, ATTACH QUOTES, EVAL. FORM, NOTIFICATION OF REJECTION, ETC.
 - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

1. PURPOSE OF GRANT/CONTRACT Security guard services for Metro Center

2. TYPE OF EXPENSE PERSONAL SERVICES LABOR AND MATERIALS PROCUREMENT
 PASS THROUGH AGREEMENT INTER-GOVERNMENTAL AGREEMENT CONSTRUCTION
 OTHER

OR

TYPE OF REVENUE GRANT CONTRACT OTHER

3. TYPE OF ACTION CHANGE IN COST CHANGE IN WORK SCOPE
 CHANGE IN TIMING NEW CONTRACT

4. PARTIES Sundown Security Services / Metro

5. EFFECTIVE DATE December 15, 1989 TERMINATION DATE December 14, 1991
 (THIS IS A CHANGE FROM _____)

6. EXTENT OF TOTAL COMMITMENT:	ORIGINAL/NEW	\$ <u>38,992.00</u>
	PREV. AMEND	_____
	THIS AMEND	_____
	TOTAL	\$ <u>38,992.00</u>

7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989 - 90 \$ 11,372.67
 B. BUDGET LINE ITEM NAME Professional Services - security AMOUNT APPROPRIATED FOR CONTRACT \$ 14,000
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF December 1989 \$ 12,600

8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

<u>Sundown Security</u>	\$ <u>38,992.00</u>	<input type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>Empire Security Services</u>	\$ <u>48,161.60</u>	<input checked="" type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	
<u>Freeman International</u>	\$ <u>no response (no patrol cars)</u>	<input checked="" type="checkbox"/> MBE
SUBMITTED BY	AMOUNT	

9. NUMBER AND LOCATION OF ORIGINALS 1 - Contracts File, 1 - Contractor, 1 - MS

10. A. APPROVED BY STATE/FEDERAL AGENCIES? YES NO NOT APPLICABLE
 B. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT YES NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? YES NO
 IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION _____
12. WILL INSURANCE CERTIFICATE BE REQUIRED? YES NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? YES NOT APPLICABLE
 TYPE OF BOND Bid security AMOUNT \$ 2,000.00
 TYPE OF BOND Business Services Dishonesty Bond AMOUNT \$ 10,000.00
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- | | | |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
 A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?
 YES NO
 B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?
 YES DATE _____ INITIAL _____
16. COMMENTS:

GRANT/CONTRACT APPROVAL

<p>INTERNAL REVIEW</p> <p><u>Ray Phelps</u> <u>1/17/90</u></p> <p>DEPARTMENT HEAD</p> <p><u>Donald R. G. G.</u> <u>1/16/90</u></p> <p>FISCAL REVIEW</p> <p><u>Blunk</u> <u>1/18-90</u></p> <p>BUDGET REVIEW</p>	<p>CONTRACT REVIEW BOARD (IF REQUIRED) DATE _____</p> <p>1. _____ COUNCILOR</p> <p>2. _____ COUNCILOR</p> <p>3. _____ COUNCILOR</p>	<p>COUNCIL REVIEW (IF REQUIRED)</p> <p>DATE _____</p>
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- LEGAL COUNSEL REVIEW AS NEEDED:
- A. DEVIATION TO CONTRACT FORM _____
- B. CONTRACTS OVER \$10,000 _____
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES _____

901113

PUBLIC CONTRACT

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CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the

services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

If required in the Scope of Work, CONTRACTOR agrees to make a good faith effort, as that term is defined in METRO's Disadvantaged Business Program (Section 2.04.160 of the Metro Code) to reach the goals of subcontracting n/a percent of the contract amount to Disadvantaged Business Enterprise and n/a percent of the contract amount to Women-Owned Business Enterprise. METRO reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this paragraph and METRO's Disadvantaged Business Program.

ARTICLE XII

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or

the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special

Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference.

Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

Sundown Security METROPOLITAN SERVICE DISTRICT

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

AMH:jp
CONTRACT.FOR
10/19/89