STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF COOS BAY, OREGON AND BAY AREA ENTERPRISES, INC.

THIS AGREEMENT FOR CONTRACTED SERVICES (the "Contract") is made as of the ______ day of ______, 2022, by and between the CITY OF COOS BAY, with offices located at 500 Central Avenue, Coos Bay, Oregon 97420 (the "OWNER") and BAY AREA ENTERPRISES, INC., a 501c3 Nonprofit Corporation, with offices located at 200 N. Ross, Coos Bay, Oregon 97420, (the "CONTRACTOR") (Owner and Contractor hereinafter collectively referred to as the "Parties").

RECITALS

- A. Owner is a municipal corporation duly organized and validly existing under the laws of the State of Oregon with the power to carry on its business as it is now being conducted under the statutes of the State of Oregon and the City of Coos Bay Municipal Code.
- B. Owner desires to engage Contractor to perform janitorial services for City owned Buildings and Facilities ("Project").
- C. Contractor is a non-profit disadvantaged business enterprise as defined by ORS 200.005 and has been certified by The Oregon Business Development Department, Certification Office for Business Inclusion and Diversity.
- D. Contractor is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the prices specified in the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM**

The term of this Agreement is four (4) years and shall commence on the Effective Date and terminate on _______, unless terminated earlier as set forth herein. No services shall be performed prior to this Contract Execution Date. This contract at the discretion of Owner has an option to extend for one (1) year. Contractor shall have the option to request an amendment to increase billing rates due to increase costs and wages every two years. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements herein. The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured or the breach of any Contractor warranty.

2. SCOPE OF WORK

Owner and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Contractor will furnish all materials, supplies, labor, equipment, tools, and other services necessary to provide Janitorial Services for City Hall, Visitor's Information Center, Coos Bay Public Library, City Shops, Waste Water Treatment Plant 1, and Waste Water Treatment Plant 2 as provided in the Scopes of Work, per facility, attached hereto as Exhibits A - F and incorporated herein by reference ("Services" or "Work").

2.1 General Requirements -

2.1.1 Contractor is responsible for ensuring all Safety Data Sheets (SDS) are read and followed and keep SDS notebooks updated.

- 2.1.2.1 An SDS notebook shall be maintained for each facility and kept at that facility in the janitorial closet/location where chemicals are stored.
- 2.1.2 Contractor is responsible for ensuring that proper Personal Protective Equipment (PPE) is used at all times by themselves and their employees.
- 2.1.3 Janitor closets/storage locations are to be kept stocked with all required supplies and equipment. The janitor closets/storage locations are to be kept clean and orderly at all times.
- 2.1.4 Contractors, employees and subcontractors must agree to abide by all lawful privacy and Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 2.1.5 Items on desks are not to be disturbed.
- 2.1.6 Contractor is responsible for building security while work is performed under this contract. Security protocols shall be identified in the Scopes of Work per facility. Contractor will be responsible for all costs associated with replacing any issued keys, including re-keying locks if necessary. Contractor is not to allow nonemployees to enter the buildings.
- 2.1.7 Contractor may not allow any person under the age of 18 in any building while work is performed under this contract.

3. COMPENSATION

- 3.1 The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of \$563,169.76.
- 3.2 Contractor shall submit to Owner one invoice for each facility each month on or about the 10th of each month. Owner shall pay Contractor no later than thirty (30) days after receipt of Contractor's invoice.
- 3.3 Owner staff shall reimburse Contractor only those costs or expenses specifically approved in the Scope of Work and Schedule of Rates attached hereto. Unless otherwise approved, such costs shall be limited and include nothing more than the actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contract in the performance of this Agreement.
- 3.4 Contractor shall not receive any compensation for Extra Work or emergency work without the prior written authorization of Owner. As used herein "Extra Work" means any work that is determined by the Project Administrator, as defined in section 8, to be necessary for the proper completion of the Project, but which is not included in the Scope of Work and which Owner and Contractor did not reasonably anticipate would be necessary.
 - 3.4.1 If approved in writing as required in Section 3.4 above, Extra Work/Additional Services shall be billed at \$38.26 per hour per person.
 - 3.4.2 If approved in writing as required in Section 3.4 above, Emergency Services shall be billed at \$79.09 per hour per person.

4. AMENDMENT TO ORIGINAL AGREEMENT FOR ADDITIONAL SERVICES

4.1 If authorized in writing by Owner, Contractor shall furnish additional services pursuant to this Agreement, which are considered by Owner to be beyond the scope of services. Additional services shall be documented by a separately authorized Amendment to Original Agreement (Exhibit "G") to include, the Scope of Services for Additional Work, Project Fees (increase/decrease), Project Schedule, Additional Deliverables, and Other Considerations.

4.2 Services provided under an Amendment to Original Contract shall be paid for by Owner as indicated in Article 3 of this Agreement hereof.

5. LIQUIDATED DAMAGES

In event the Contractor fails to complete the work per schedule as described in the Contract Documents or by the work standards submitted for janitorial services and the Owner is forced to hire a janitorial contractor to complete the services, Contractor shall pay for the janitorial services during that period. This sum may be deducted from money due or to become due to Contractor as compensation under this Contract.

6. CONTRACT DOCUMENTS

- 1. This Agreement
- 2. Contractor's Proposals/Scopes of Work, Exhibits A through F
- 3. Contractor's Summary of Costs, Exhibit G
- 4. Amendment Form, Exhibit H
- 5. City's Insurance Requirements, Exhibit I
- 6. Contractor's Certificates of Insurance, Exhibit J
- 7. Contractor's List of Employees Per Site, Exhibit K

7. PROJECT MANAGER

- 7.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to Owner at all reasonable times during the Agreement term. Contractor has designated Crystal Woolridge to be its Project Manager. Contractor shall immediately notify Owner of any change of Project Manager. Owner has the right to object to a Project Manager with just cause.
- 7.2 Contractor, at the sole discretion of Owner, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of Owner. Contractor warrants it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. If Contractor removes from the Project any of its personnel it shall immediately notify Owner of said change. All new personnel will have to comply with section 25.3 prior to providing any services under this contract.

8. ADMINISTRATION

This Agreement will be administered by the Public Works Department, Operations Division. The Operations Administrator, or his/her designee shall be the Project Administrator and shall have the authority to act for Owner under this Agreement. The Project Administrator or his/her designee shall represent Owner in all matters pertaining to the Services to be rendered pursuant to this Agreement.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

- 9.1 The City of Coos Bay, the Coos Bay Urban Renewal Agency, and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.
- 9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by the Contractor.

- 9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City of Coos Bay, the Coos Bay Urban Renewal Agency, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).
- 9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.
- 9.5 Contractor shall perform all Work in a manner to minimize public inconveniences and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.
- 9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by Owner may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.
- 9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that Owner has retained Contractor as an independent contractor and neither Contractor nor its employees are to be considered employees or agents of Owner. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of the City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give Owner the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of Owner with respect to the results of the Services.

11. SUBCONTRACTORS

- 11.1 Contractor shall provide a list of all subcontractors proposed to be used on this project. The owner reserves the right to approve the use of all subcontractors to work on this project. A list of approved subcontractors shall be included as a part of this Agreement. Contractor's list of approved subcontractors shall not be modified without the prior notice and agreement of the owner.
- 11.2 Contractor shall provide in all, if any, subcontracts that a subcontractor remain certified as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that is a service-disabled business veteran owns, or emerging small business under ORS 200.055 for the entire term of the contract.

12. COOPERATION

Contractor agrees to work closely and cooperate fully with Owner's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. Owner agrees to cooperate with the Contractor on the Project.

13. INSURANCE

Without limiting Contractor's indemnification of Owner, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit H, and incorporated herein by reference.

13.1 Certificates of Insurance and Endorsements will be part of the contract/agreement and shall be attached hereto as Exhibit I.

14. SUCCESSORS AND ASSIGNMENTS

After the original Contract is executed, the Contractor shall not enter into any new subcontractor agreements for any of the work required under this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of Owner. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. OWNERSHIP OF DOCUMENTS

Documents related to this contract and scope of work prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of Owner, and Owner shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to Owner upon prior written request.

16. CONFIDENTIALITY

All Documents, including drafts, notes and communications that result from the Services in this Agreement, shall be kept confidential unless Owner expressly authorizes in writing the release of information.

17. RECORDS

Contractors shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to Owner, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of Owner, the State of Oregon, the federal government to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3)

years from the date of final payment to Contractor under this Agreement. If for any reason, this Contract, or any part thereof, becomes the subject of or is involved in litigation, Contractor shall retain all pertinent records for not less than three (3) years or until all litigation is resolved, whichever is longer. Full access will be provided to Owner in preparation for and during litigation.

18. WITHHOLDINGS

Owner may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that Owner earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

19. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

Owner reserves the right to employ other Contractors in connection with the Project.

20. NOTICES

20.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, to Owner by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to Owner shall be addressed to Owner at:

Attn: Greg Hamblet, Operations Administrator

City of Coos Bay 500 Central Avenue Coos Bay, OR 97420

Phone: (541) 269-1181 ext. 2201

20.2 All notices, demands, requests or approvals from Owner to Contractor shall be addressed to contractor at:

Attn: Crystal Woolridge

Bay Area Enterprises

200 N. Ross

Coos Bay, OR 97420 Phone: (541) 269-9306

21. NOTICE OF CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to Owner, in writing, all claims for compensation under or arising out of this Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and Owner expressly agree that in addition to all claims filing requirements set forth in this Agreement, the Contractor shall be required to file any claim the Contractor may have against Owner in strict conformance with Oregon's Tort Claim Act.

22. TERMINATION

22.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within

- two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving the defaulting party written notice thereof.
- 22.2 Notwithstanding the above provisions, Owner shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than thirty (30) calendar days prior written notice to Contractor. In the event of termination under this Section, Owner shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination, Contractor shall deliver to Owner all materials purchased and Documents created in performance of this Agreement.

23. STANDARD PROVISIONS

- 23.1 Compliance with all Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities including federal, state, county, or municipal, whether now in force or hereinafter enacted.
- Tax Compliance, Contractor must, throughout the duration of this Contract and any extensions, 23.2 comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle Owner to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Owner's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Owner shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and Owner may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
- 23.3 The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 23.4 Waiver. The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if it is signed by all parties to this Contract. The failure of the Owner to enforce any provision of this contract shall not constitute a waiver by the Owner of that or any other provision.
- 23.5 Merger. This Contract, which includes all Contract Documents as defined herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Contract, except as specified

- or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it and agrees to be bound by its terms and conditions.
- 23.6 Severability. The parties agree that if any term or provision of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Contract shall be brought and maintained solely and exclusively in the Circuit Court of Coos County, Oregon. Provided, if any litigation arising under this Contract must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon. Should any litigation be brought to enforce the terms of this Contract, the prevailing party shall be entitled to reasonable attorney fees, costs and disbursements at trial and upon appeal. Should any dispute over the terms and conditions of this contract result in mediation or arbitration, any attorney's fees and costs incurred in such mediation or arbitration shall be paid by the party incurring such fees and costs.
- 23.8 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.
- 23.9 Effect of Contractor's Execution. Execution of this Agreement by Contractor is a representation that Contractor has visited the Project Site(s), has become familiar with the local conditions under which the Work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scopes of Work.
- 23.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.
- 23.11 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

24. OTHER PROVISIONS

- 24.1 Contractor shall comply with all applicable provisions of ORS 279(A) and ORS 279(B).
- 24.2 Contractor shall provide Owner with a list of employees identifying which facility each employee will provide services. Said list shall be attached to this agreement as Exhibit J and incorporated herein.
- 24.3 All contractor's, employees, and subcontractors must pass a criminal background check and be fingerprinted prior to award of contract. Any new employee hired after the award of the contract must pass a criminal background check and be fingerprinted prior to beginning work. Contractors, employees, and subcontractors must be at least 18 years old.
- 24.4 Failure of Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.
- 24.5 Contractor ensures its Oregon Property Services Contractor License is up to date and shall provide a copy of said license to Owner upon execution of this contract.

24.6 Contractor ensures its City of Coos Bay business license is up to date: City of Coos Bay Business License No. 8427.

IN WITNESS WHEREOF, City and Contractor have signed this Agreement:

This Agreement will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
City of Coos Bay	
Ву:	By:
Title:	Title:
Attest:	Attest:
Title:	Title:

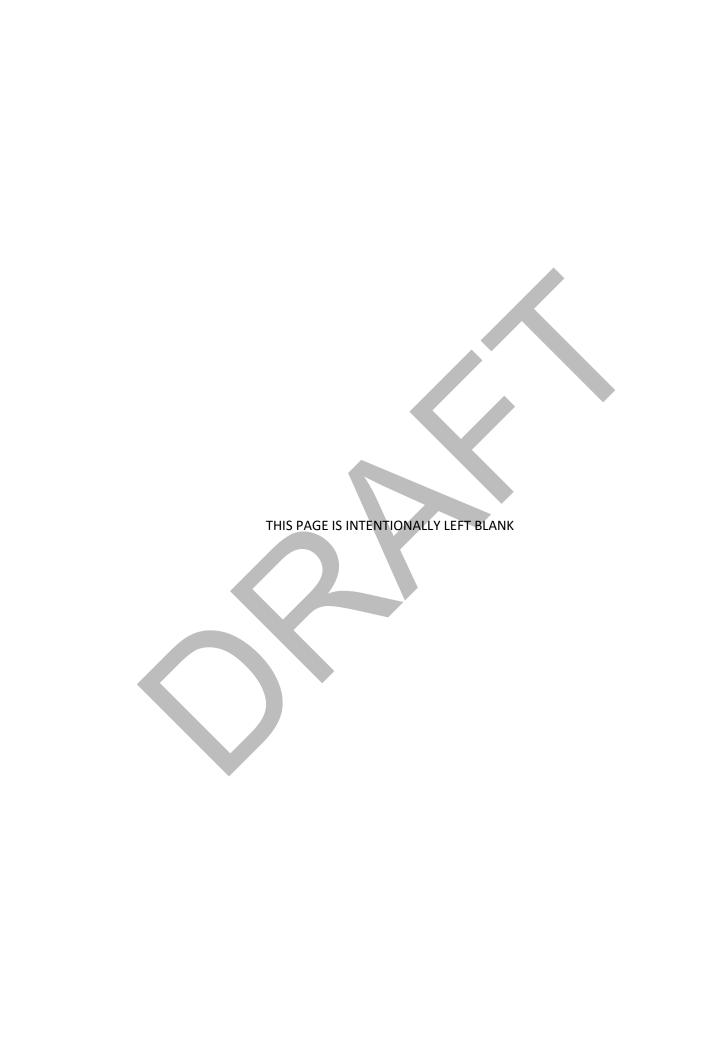
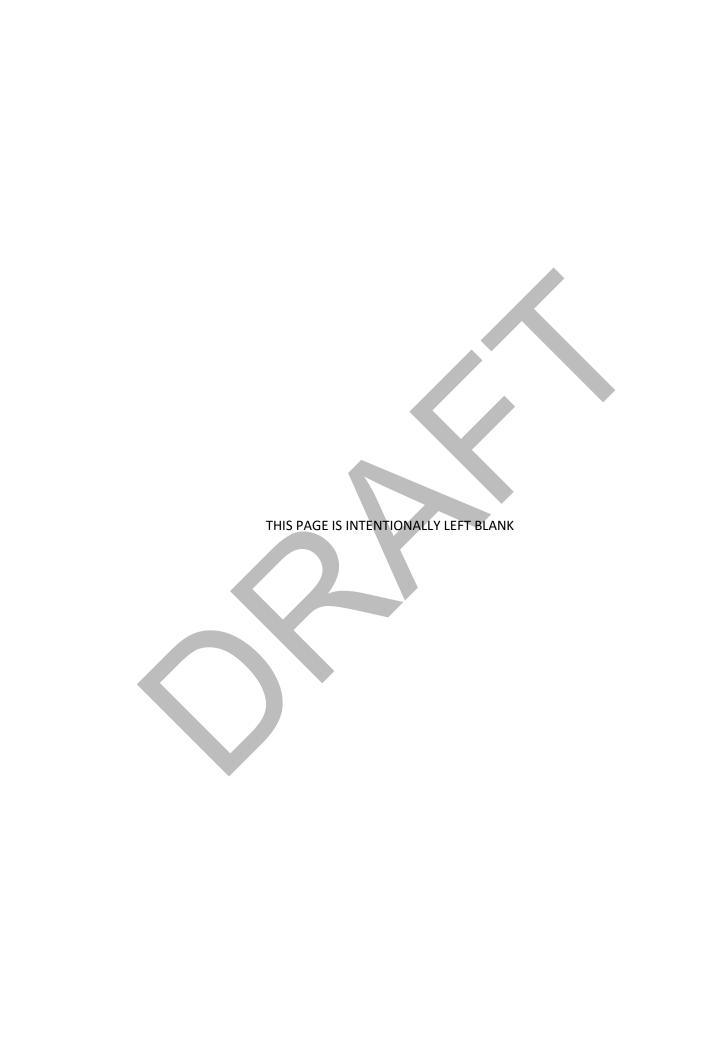


EXHIBIT A SCOPE OF WORK CITY HALL



Coos Bay City Hall (CBCH) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures. Prior to 5:00pm Clean: City Managers office, Fianance Office, and Records office as needed. All other spaces are done 5 days per **Regular Cleaning** Kitchen/Breakroom Tasks M T W T F M T W T F M T W T Daily: · Empty and reline trash · Sanitize · Trash cans as needed · Sinks Countertops · Cabinetry · Tables and chairs · Vending machines · Exterior of appliances · Vacuum floors · Sweep and mop floors · Restock paper towels Weekly: · Remove cobwebs from windows and high ceilings · Vacuum and edge all carpet Restroom Tasks (Public & Employee) MTWTFMTWTFMTWTFMTWT Daily: · Clean and disenfect all fixtures & surrounding areas · Empty wastebaskets, change liners as needed · Stock all dispensers · Sweep and mop floors Weekly: · Wipe Walls · Clean Vents · Dust corners and ledges Lobby M T W T F M T W T F M T W T F M T W T F Daily: · Spot clean glass · Sweep and mop floors · Vacuum mats · Disenfect drinking fountains Weekly: · Remove cobwebs from windows and high ceilings · Dust all ledges and fixtures · Vacuum and edge all carpet Hallway M T W T F M T W T F M T W T F M T W T Daily: · Vacuum hallways and elevator · Sanitize counter tops · Spot clean walls · Sweep and mop Police stairwell and disinfect handrail Weekly: · Remove cobwebs from windows and high ceilings · Include Police stairwell · Sanitize elevator cab and door

Dust all ledges, fixtures and pictures
 Vacuum edges and all carpet

Coos Bay City Hall (CBCH) Checklist

Always wear gloves. Always wear safety glasses when working with	che	mi	cals	s. A	lwa	ays	foll	ow	ВА	Εp	olic	ies	an	d p	roc	edu	ires	<u>.</u>	
Prior to 5:00pm Clean: City Managers office, Fianance Office, and Reco	ords	of	fice	e as	ne	ede	ed.	All	oth	ner	spa	ace	s a	re d	don	e 5	da	ys	per
week.																			
Regular Cleani	_																		
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Daily:	1																		_
· Vacuum	↓																		4
· Empty and reline trash	_																		_
· Dust ALL desks, countertops, and office furniture																			\perp
Weekly:																			
· Remove cobwebs from windows and high ceilings							L												
· Dust window sills							4												
· Vacuum and edge all carpet						4													┙
Council Chamber & Conference Rooms	М	Т	W	T,	F	М	T	w	T	F	М	T	W	T	F	М	T	W	Т
Weekly: (on Monday)																			\perp
· Clean plexiglass dividers																			
Clean as needed:																			
· Vacuum																			
· Empty and reline trash																			
· Wipe down tabletops																			
· Dust chairs and pictures																			
Remove cobwebs from windows and high ceilings																			
Exterior	М	T	W	T	F	М	Т	W	T	F	М	T	W	T	F	М	T	W	Т
Daily:																			
· Empty and reline trash																			
· Sweep and mop exterior entrance tile (2x per week)																			
· Dust ALL desks, countertops, and office furniture																			
· Report vandalism and non-working fixtures																			
Remove litter from entrance and dumpster area																			
Weekly:																			
· Remove cobwebs from windows and entrance area																			
Periodic Maintenance	Do	ne	Ву	Мс	bil	e Cı	rew	Sta	ff I	Vlei	nbe	ers							
Windows:					٥	· r t o	wh.	la			۸۰	ν:1	11		\ _+	. h.a			
· Clean interior and exterior of all windows				2	Qua	irte	i i y	- Ja	iiuc	ary,	Αþ	111,	Jui	у, С)CII	bbe	ľ		
Carpet Cleaning:																			
· Clean high traffic carpets	1			Bi-	-An	nua	lly	- M	arc	h (I	ligh	ո), ։	Sep	ten	nbe	r (A	AII)		
· Clean all carpets	1																		
Hard Floor Surfaces:																			
· All hard floors will be cared for according to manufacturer's specifications									As	Ne	ede	ed							

Coos Bay City Hall (CBCH) Checklist

Jobsite Entrance & Exit Procedure

Jobsite: 500 Central Ave, Coos Bay, OR

Site Access:

- All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two
 vears.
- 2) If cleaning Coos Bay PD and additional CJIS background is completed by the PD directly before access is granted to jobsite.
- 3) Access codes are given only to crew assigned to building.
- 4) General process BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

Entrance Procedure:

- 1) Start of shift BAE janitors enter the facility through the elevator or back stairs on the Dairy Queen side.
- 2) Both access points require a code to be entered to gain access. Janitorial crew has an access code that was provided by the city for BAE staff to use to enter the building.
- 3) Once in the building, the janitors go to the janitorial closet which is located in the female restrooms by the back door.
- 4) Janitors fill out the communication log, get site keys and supplies, and get to work.

Exit Procedure:

- 1) When cleaning is completed, the janitors place full garbage's bags outside the door on the cement.
- 2) Janitors go back to the janitorial closet and return the site keys to the closet for the next shift.
- 3) Janitors sign out of the communication log and close doors as they exit.
 - Supply closet first,
 - b. Then female restroom door.
 - c. Janitors then exit the outer door and ensure it closes behind them giving it a tug.
- 4) The garbage is then taken downstairs and to the dumpster.
- 5) Crew leaves jobsite.

SUMMARY OF ANNUAL COSTS

Oregon Department of Administrative Services Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

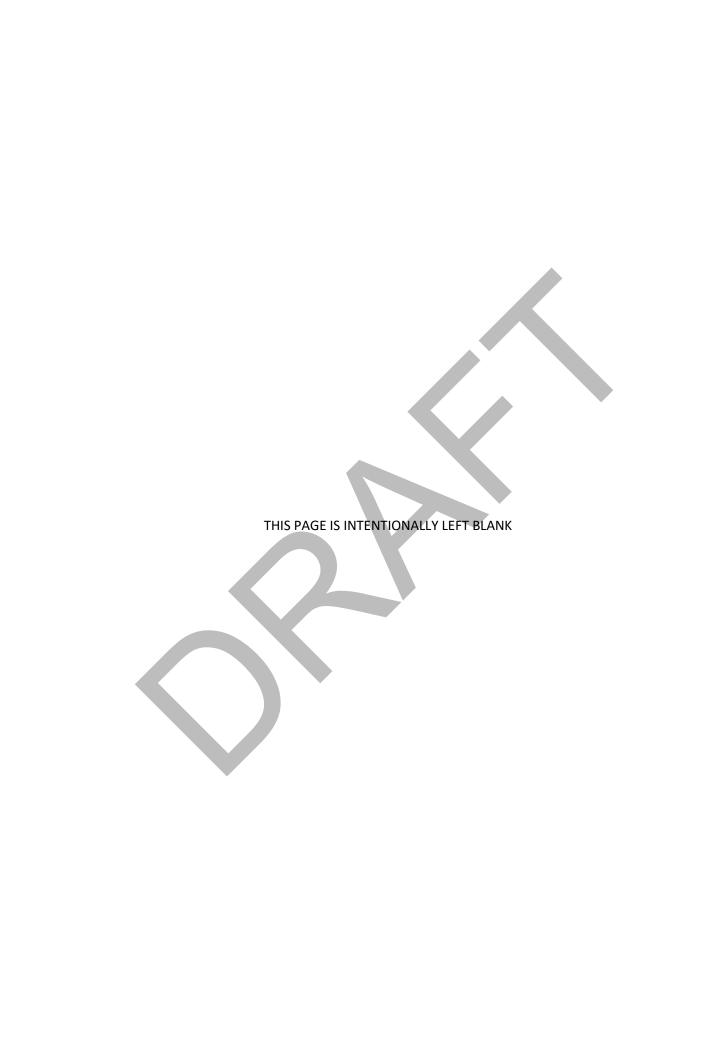
Project

QRF Name Bay Area Enterprises Coos Bay City Hall - 4.26.2022

Executive Director Signature:

(from supplies worksheet)	\$ 2,011.50
(from small equipment worksheet)	\$ 4,752.84
Subtotal	1 \$ 6,764.34
(from labor daily worksheet)	\$ 29,646.91
	\$ 9,137.76
(form Town 0 Downson do local)	400.70
(from Trans & Reserve worksheet)	\$ 139.78
Total Refere Margin	1 \$ 45,688.78
Total Belore Wargin	45,000.70
(from Trans & Reserve worksheet)	\$ 2,193.06
(1,100.00
Total Bid Yearly	\$ 47,881.84
Monthly	
	(from small equipment worksheet) Subtotal (from labor daily worksheet) (from Trans & Reserve worksheet) Total Before Margin (from Trans & Reserve worksheet) Total Bid Yearly

EXHIBIT B SCOPE OF WORK VISITOR'S INFORMATION CENTER



Coos Bay Visitor Center (CBVIC) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures. **Regular Cleaning** Kitchen/Breakroom Tasks Daily: · Empty and reline trash · Sanitize · Trash cans as needed · Sinks · Sweep and mop floors Weekly: · Wipe Down · Cabinetry · Tables and chairs · Exterior of appliances · Dust upper edge of counters backsplash · Remove cobwebs from entrance vestibules, windows and high ceilings Restroom Tasks (Public & Employee) M T W T F M T W T F M T W T F M T W T Daily: · Clean and disenfect all fixtures and surrounding areas · Empty wastebaskets, change liners as needed · Stock all dispensers · Sweep and mop floors · Clean mirrors with glass cleaner (do not use multipurpose disenfectant) Weekly: · Wipe walls · Clean vents · Dust corners and ledges M T W T F M T W T F M T W T F M T W T F Main Storage Room (by rear Entrance) Clean as needed: · Sweep · Mop M T W T F M T W T F M T W T F M T W T Lobby Daily: · Empty and reline trash · Spot clean glass · Vacuum mats · Clean drinking fountains · Wipe down counters and displays · Clean fingerprints and smudges · Sweep and mop floors - including sweep entrance Weekly: · Remove cobwebs from entrance vestibules, windows and high ceilings

Coos Bay Visitor Center (CBVIC) Checklist

				_	_		_	-		_	_			_		$\overline{}$	$\overline{}$		
Regular Cleanin	ıσ			_	4	-													
Offices & Back Hallway	М	Т	w	Т	F	М	Т	w	Т	F	Ім	Т	w	т	Е	м	T	W	т
Daily:	- "		-	-					BA		101	•	-	•	-	101			-//5
· Vacuum	+	\vdash	1	H	+	-		H		-	H				\dashv		+	+	+
· Empty and reline trash	+	\vdash	t	+	+	\vdash	-				\vdash				\dashv	1	+	+	\forall
Weekly:	+	\vdash	T	\vdash	┢	\vdash	\vdash				H				\exists		+	+	+
Dust and wipe down ALL desks, countertops and office furniture	+	\vdash	1	\vdash	\vdash					\vdash	H				\dashv	\forall	+	†	+
Remove cobwebs from windows and high ceilings	+	\vdash	H				K				\vdash				\dashv		+	+	+
· Dust window sills	+		t		H										\dashv		+	+	+
· Edge carpet						1									1	\forall	\top	$^{+}$	+
Conference Room	М	Т	W	Т	F	М	Т	w	Т	F	M	Т	w	Т	F	М	TI	N	Т
Clean as needed (check daily for finger prints on tabletops to determine if used)																	+		
· Vacuum			-		Ô		\vdash										\pm	+	7
· Empty and reline trash	4			F		\vdash										1	+		+
· Wipe down tabletops with glass cleaner (do not use multipurpose cleaner)			1						73						1		1		1
· Dust chairs and pictures															\exists				1
Remove cobwebs from windows and high ceilings															7	\top	\dagger	1	1
					7										_	_		-	_
Exterior	М	Т	W	T	F	М	Т	w	Т	F	м	Т	w	Т	F	М	T	N.	Т
Daily:																		T	1
· Empty and reline trash						Г											1		1
Sweep and mop exterior entrance tile (2x per week)									.19					100	\exists		T		1
Dust ALL desks, countertops, and office furniture															\neg				1
Report vandalism and non-working fixtures															T		T		T
Weekly:																			1
· Remove cobwebs from windows and entrance area																			1
Periodic Maintenance	Do	ne	Ву	Mo	bil	e Cr	ew	Sta	ff I	Mei	mbe	ers			03				
Windows:									_						K				
· Clean interior and exterior of all windows and remove cobwebs									Q	uar	ter	У							
Carpet Cleaning:																			
· Clean high traffic carpets					!	Bi-A	nnı	uall	у-	Ma	rch	& 5	Sep	tem	ıbe	r			
· Clean all carpets																			
Hard Floor Surfaces:									^-	. NI -	20.01	٠,4							
· All hard floors will be cared for according to manufacturer's specifications	-								AS	iV6	eed	ea							

Coos Bay Visitor Center (CBVIC) Checklist

Jobsite Entrance & Exit Procedure

Jobsite:

50 Central Ave, Coos Bay, OR

Site Access:

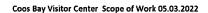
- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) Alarm codes are given only to crew assigned to building.
- 3) General process BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

Entrance Procedure:

- 1) Upon arrival janitors secure the outside restrooms.
- 2) Janitorial crews enter the building through the delivery door at the rear of the building and turn off the alarm.
- 3) Once in the building, the janitors go to the janitorial closet.
- 4) Janitors fill out the communication log and get to work.

Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) The janitors ensure all doors and windows are closed and lights are off.
- 3) Janitors set the alarm and exit through the rear delivery door.
- 4) Janitors lock the door and tug to ensure it is closed.
- 5) Crew leaves jobsite.



SUMMARY OF ANNUAL COSTS

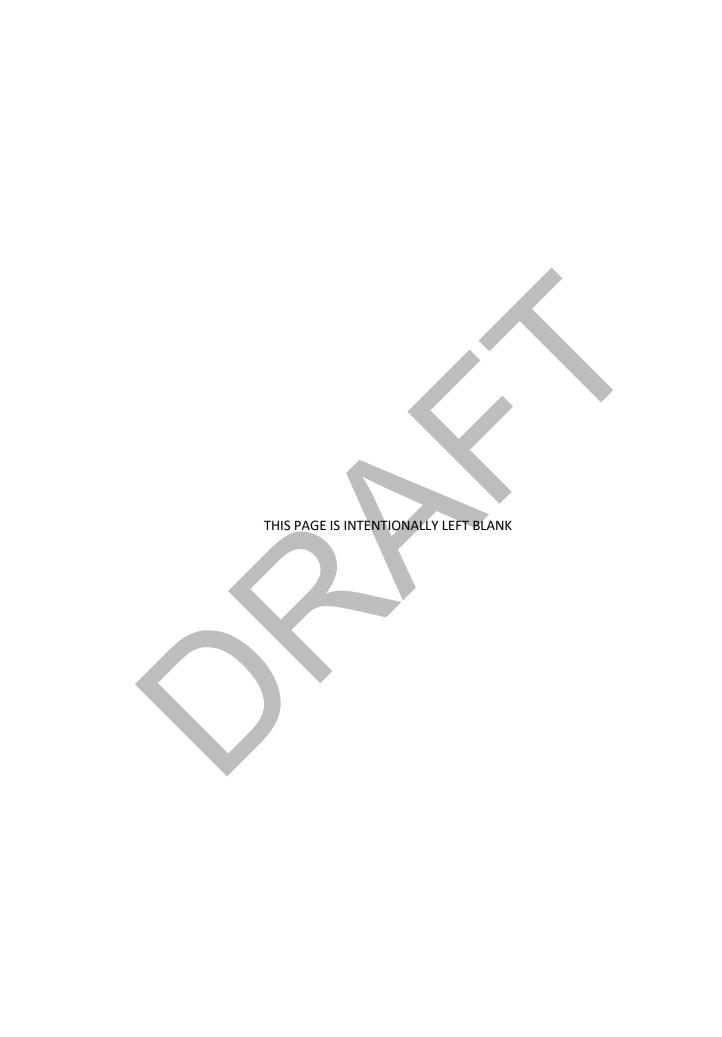
revised: 4/5/2011

Oregon Department of Administrative Services
Project Costing Worksheet

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Executive Director Signature:		
Raw Materials		
Per Time Use - Supplies	(from supplies worksheet)	\$ 1,356.18
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 851.38
_abor	Subtotal 1	\$ 2,207.56
Direct Labor	(from labor daily worksheet)	\$ 14,566.60
Sheet Eddor	(morn labor agin) Workshoot)	Ψ 11,000.00
Overhead		
See Overhead Worksheet		\$ 6,077.59
Delivery		
Transportation	(from Trans & Reserve worksheet)	\$ -
	Total Before Margin	\$ 22,851.76
	roun zorere mangani	
Reserve		
Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 1,458.62
	Total Bid Yearly	
	Monthly[\$ 2,025.86
	Work Area	
_		
	*	
1		
· ·		

EXHIBIT C SCOPE OF WORK COOS BAY PUBLIC LIBRARY



Coos Bay Library (CBLIB) Checklist

Entrance Daily:	Ic.,						ani	0																				
Daily:	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	Т	F	Sa	Su	М	Т	W	Т	F	5
	1																											
· Vacuum mats																												ſ
Sweep and mop tile floors																												Γ
· Spot clean glass																										óln		Ī
· Disenfect light switches and door handles															Г												3	Γ
· Empty and reline trash	T																		i Ev									
· Sanitize drinking fountain													T			7					4-8						H	
Veekly:																							4					
· Wet mop tile floor																				T							9	
Conference Rooms	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	T	F	Sa	Su	М	T	w	Т	F	Sa	Su	М	Т	w	Т	F	9
Paily: (including weekends when used)																												
· Set up chairs and tables as indicated on chart																											7	
· Empty and reline trash																												
· Spot clean windows					\neg		7																		П	П	V	
· Disenfect light switches and door handles					\neg																				П			_
· Vacuum carpeted areas as needed	T						an l													T						76	-1.7	-
· Disenfect large conference table, counter and sink			7														=0									11.1		
· Clean kitchen when used				7													-											
· Sanitize			1																m							9		
· Sinks					N		P		٠																			
· Countertops						V													\exists									
· Wipe down appliances					7	K			-											T						15		
· Empty and reline trash						T	T		E . 70	a									=								T	
· Sweep and mop floor						N														T			П					
Restock paper products and soap																				T						10		
Veekly:					П																							_
· Wet mop floor					T														T	T								_
· Vacuum all carpet area																				1				95				
Lobby	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	Т	F	Sa	Su	М	Т	w	Т	F	S
Daily:																											3/1/	
· Sanitize																											T	Ī
· Reception desk																												
· Phones																		774			09			10				
· Sweep and mop tile area		П			\Box																		\sqcap	230	П			
· Vacuum mats and carpet in entrance															A			78						0)			311	
Veekly:	19						14		1											\exists					П			

Coos Bay Library (CBLIB) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures. **Regular Cleaning** Su M T W T F Sa Restrooms Daily: · Sanitize · Toilet and urinals · Sinks · Counter tops · Light switches and door handles · Restock paper products and soap · Wipe dpwn all fixtures · Dispensers · Hand rails · Vents · Mirrors · Empty and reline trash · Wipe down trash can as needed · Sweep and mop Su M T W T F Sa Saturday: · Clean all public restrooms as specified above Su M T W T F Sa Sunday: · Clean restrooms in front lobby if needed · Wipe walls · Vacuum ceiling vents · Wet mop tile floor Offices Su M T W T F Sa Daily: · Spot vacuum carpet · Empty communal trash and recycling bins Weekly: · Vacuum and edge carpet Main Library Area Su M T W T F Sa · Spot vacuum all of Library · Vacuum designated section each day · Wipe down table tops and computer station · Empty and reline trash · Remove cobwebs from windows and high ceilings Su M T W T F Sa Saturday: · Spot vacuum carpet Breakroom Su M T W T F Sa Daily: · Empty and reline trash · Sanitize · Table · Counter · Sink · Vacuum as needed

Coos Bay Library (CBLIB) Checklist

Jobsite Entrance & Exit Procedure

Jobsite:

525 Anderson Ave, Coos Bay, OR

Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) General process BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

Entrance Procedure:

- 1) Janitorial crews enter the building through the employee entrance and turn on the lights in the light panels.
- 2) Janitors unlock the doors and make their way to the main floor, leaving the doors open behind them
- On the main floor the janitors make their way to the other light panel door and unlock it and turn on the rest of the lights.
- They go to the automatic doors and unlock them putting them to open for the night.
- 5) They continue to unlock all interior doors until all are open for cleaning.
- 6) Once all the lights are on the janitors go to the janitorial closet.
- 7) Janitors fill out the communication log and get to work.

Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) Janitors close and lock the doors after vacuuming or mopping the room.
- 3) Janitors close the automictic doors and ensure they are locked.
- 4) The janitors turn off the main floor light panel and lock the door. While turning off lights they also close the doors as they make our way to the rear of the building and the employee entrance.
- 5) They turn off the other lights in the light panel.
- The janitors close the breakroom door and exit through the rear employee door. They check the door to ensure it is locked before walking away.

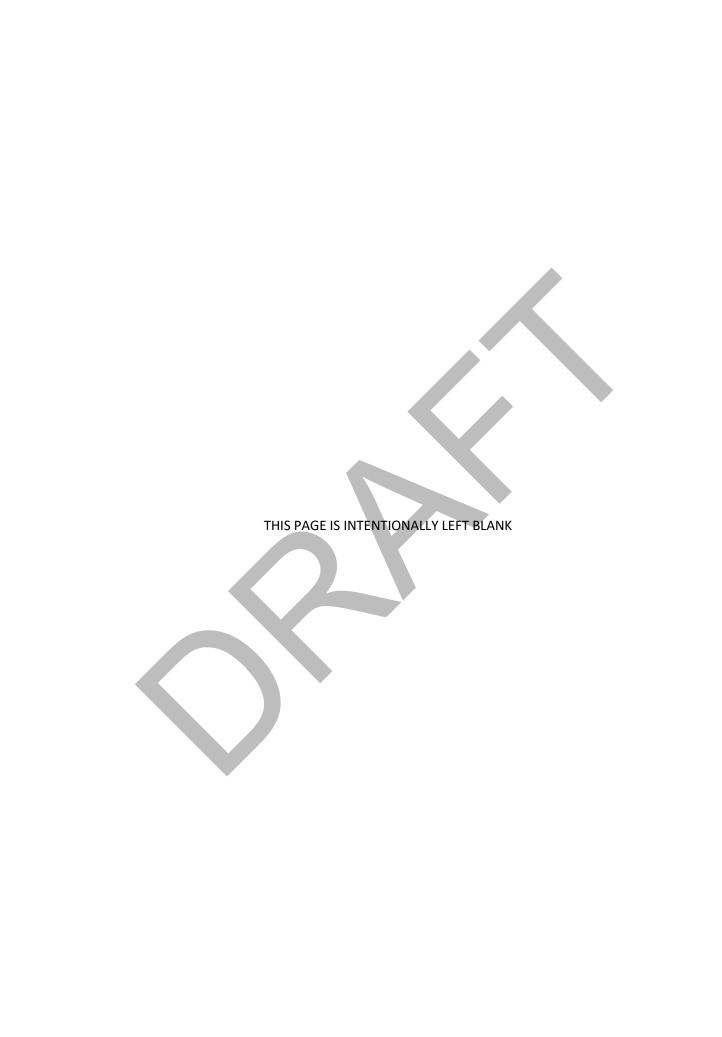
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Project

QRF Name Bay Area Enterprises Coos Bay Library - 2022

Executive Director Signature:	
Raw Materials	
Per Time Use - Supplies	(from supplies worksheet) \$ 1,697.54
Equipment, Tools & Subcontracting	(from small equipment worksheet) \$ 482.53
	Subtotal 1 \$ 2,180.06
Labor	
Direct Labor	(from labor daily worksheet) \$ 34,949.87
Overhead	
See Overhead Worksheet	\$ 9,282.48
Delivery	
Transportation	(from Trans & Reserve worksheet)
	Total Before Margin \$ 46,412.41
December	
Reserve	// T 0.B
Margin Held in Reserve	(from Trans & Reserve worksheet) \$ 2,227.80
	T (F
	Total Bid Yearly \$ 48,640.21
	Monthly \$ 4,053.35

EXHIBIT D SCOPE OF WORK CITY SHOPS



Coos Bay City Shops (CBShops) Checklist

Daily tasks will be performed 3x We	ek - 1	VΙο	nda	ıy,	We	edn	esc	lay	, Fr	ida	y								
Regular Cle	anir	ıg		7						YG			W			77.5			
Kitchen/Breakroom Tasks		T	W	T	F	М	T	W	T	F	М	T	w	T	F	М	T	W	T
Daily:														183					000
· Sanitize																П			
· Countertops	1				J.B.	1											198		
· Tables and chairs				180												П			
· Exterior of appliances	0 19					9										П			100
· Empty trash and reline (wipe trash cans as needed)					V		4		Y					1		П	1000		
· Vacuum mat	1								100										
· Sweep and mop							7		6							П			
Weekly:		100					9									П			
Remove cobwebs from windows and high ceilings					1				A									- 4	
Restroom Tasks	М	T	w	T	F	М	Т	w	T	F	М	T	w	Т	F	М	Т	w	T
Daily:		200		A				In the second	Fig.										
· Clean and disinfect	y Au	1						19									1		100
· Toilets										1		201							
· Sinks		1																	
· Trash receptacles (empty and reline)									-										
Door handles and kick plates		Real Property lies							172										
· Dust and wipe down																			
· Fixtures	100						1					Sell.							
· Mirrors																			
Restock paper products and refill soap dispensers	15							26							- 1		000		
· Sweep and mop		Bir.			100														
Weekly:																Н			
· Wipe walls				100		1													
· Clean vents						Ė										П			
· Dust corners and ledges													18				100		
As Needed:	1	300					277												
· Check/Replace light bulbs							100												
Office Tasks	М	Т	w	Т	F	М	T	w	T	F	М	Т	W	Т	F	м	T	w	T
Daily:			100.00				100					THE REAL PROPERTY.			-				
Empty and reline trash cans (wipe trash cans as needed)						П		2				5					1000		
· Dust and wipe down ALL desks, countertops and office furniture				76															
· Vacuum, sweep and mop						F								No.					
Weekly:												000							
· Remove cobwebs from windows and high ceilings		100													П				
· Dust window sills	1			100		F	TO S		1					143	П				100
· Vacuum and edge all carpet				TOTAL STATE			Fish		Sec.					The same			No.		
Windows:	+	STREET, STREET,		The same of	_	\vdash	and less		September 1			1		STREET,			10000		100

Coos Bay City Shops (CBShops) Checklist

Jobsite Entrance & Exit Procedure

Jobsite:

1295 S Broadway, Coos Bay, OR

Site Access:

- 1) All BAE team members get a standard background clearance when hired. Backgrounds are rechecked every two years.
- 2) Alarm codes are given only to crew assigned to building.
- 3) General process BAE uses a key check out and check in log system when keys and/or codes are given to a janitor to access a jobsite.

Entrance Procedure:

- 1) Upon arrival janitors enter through the gate and make sure it closes behind them
- 2) Janitors park in front the employee door.
- 3) Janitors enter the building through the employee door and turn off the alarm.
- 4) Once in the building, the janitors go to the janitorial closet.
- 5) Janitors fill out the communication log and get to work.

Exit Procedure:

- 1) When cleaning is completed, the janitors sign out of the communication log.
- 2) The janitors ensure all lights are off and the alarm is set.
- 3) Janitors exit the employee door and lock it. Tugging to ensure it is locked.
- 4) Janitors then exit through the gate and pause to ensure it closes behind them before driving away.

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QRF Name Bay Area Enterprises

Project

Coos Bay City Shop - 1295 S. Broadway CB - 4.26.2022

Executive Director Signature:

Raw Materials		
Per Time Use - Supplies	(from supplies worksheet)	\$ 974.28
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 1.67
	Subtotal 1	\$ 975.95
Labor		
Direct Labor	(from labor daily worksheet)	\$ 4,610.74
Overhead		
See Overhead Worksheet		\$ 1,396.67
Delivery		
Transportation	(from Trans & Reserve worksheet)	\$
	Total Before Margir	\$ 6,983.36
Reserve		
Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 335.20
	Total Bid Yearly	\$ 7,318.56
	Monthly	

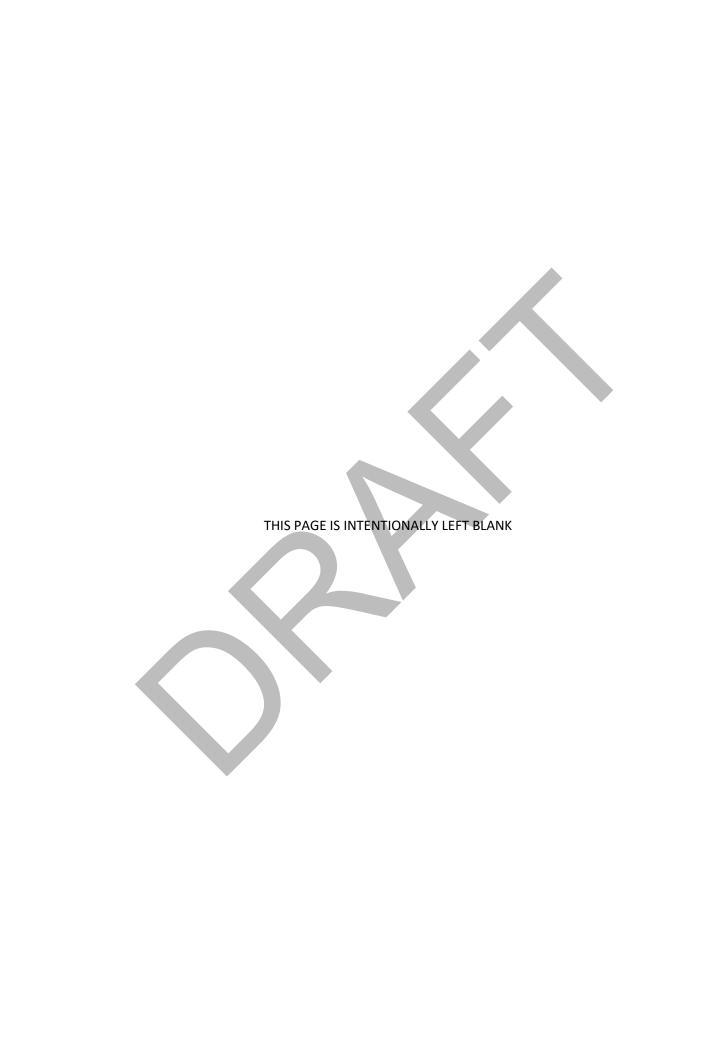
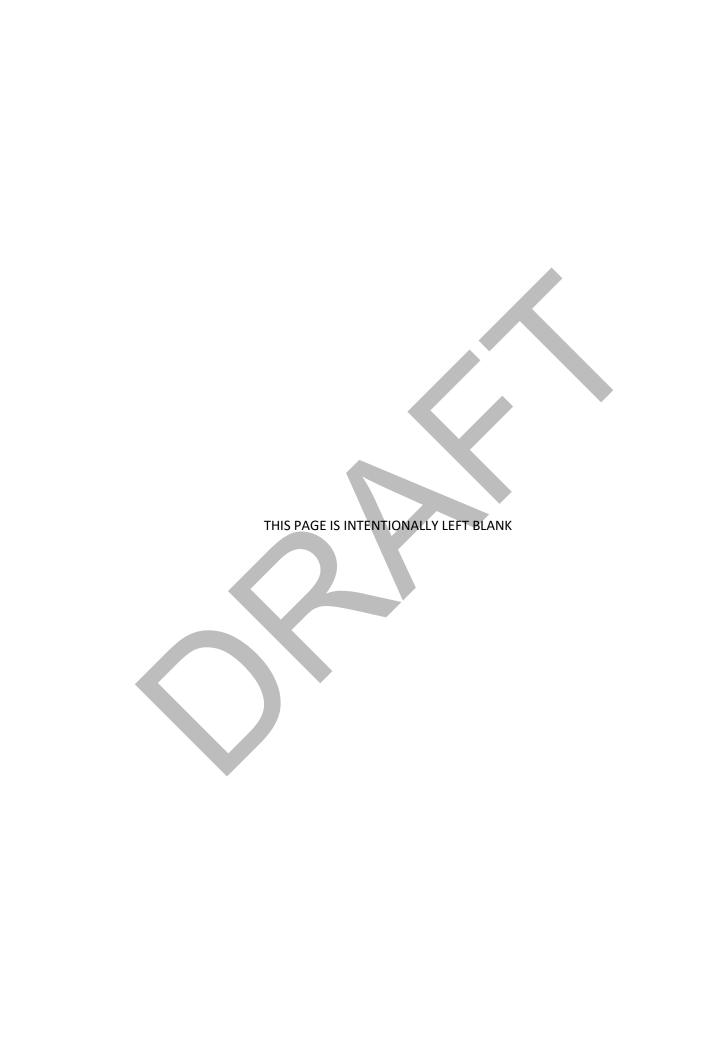


EXHIBIT E SCOPE OF WORK WASTE WATER TREATMENT PLANT 1



CB Wastewater Treament Plant 1 (WTP1) Checklist

Always wear gloves. Always wear safety glasses when working with chemicals. Always follow BAE policies and procedures.

Plant 1 - Tuesdays after 4pm - Samples building Tuesdays at 11am High visibility vests and hardhats must be worn outside buildings.

Regular Clear	-	4000	100000	and a second	Interes	Miles Control		0.0000	1000000	1000	S000000		Tiplica Co.	I BOOM	10000	I HOUSE	1000	DOSESS.	10000	o and
Lobby	M	Т	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	
Weekly:								MC.						100						
Remove cobwebs from windows and high ceilings														No.					1000	L
Disenfect counter and drinking fountains				100					261											
· Remove fingerprints from entry glass	100																			
· Vacuum mats	67						L													1/1
· Sweep and mop floors								A		100									A STATE OF	
Offices/Conference Rooms	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	
Weekly:																				
· Remove cobwebs from windows and high ceilings																				
· Dust window-sills													19							
· Sanitize all surfaces including exposed countertops and office furniture	1																		No.	
· Empty and reline trash													52							
· Vacuum carpets				1	1			83												
· Sweep and Mop hard floors			7	A										477						
Lab Areas	M	T	W	T	F	M	T	W	T	F	2	T	W	T	F	M	Т	W	T	1
Weekly:																				
· Clean floors only													201							1
· Sweep					1														The same	
· Wet mop floors											100		55X9							1
· Sweep and mop tile ara													100					100		
· Vacuum mats and carpet in entrance						M230		- 89	97	100	200							200		
Weekly:		27			819		VA	N. C.					43							
· Wet mop floor			2	Wiggs				No.			100	M								
Restrooms	M	Т	W	Т	F	M	T	W	T	F	М	Т	W	T	F	M	Т	W	T	1
Weekly:	100													No.						9
· Clean and disenfect all fixtures and surrounding areas	100						N I				1							200		-
· Empty wastebasket, change liners as needed						70														1
· Stock all dispensers			131																	1
· Sweep and mop floors				WE				100		File						1100				
Monthly:				1915							100			A S	123	No.			100	
· Sanitize walls	29												200	100 - 100 miles						100
· Clean vents								1/02					133	1000						
Breakroom	M	Т	w	Т	F	М	Т	w	T	F	M	Т	w	Т	F	N	Т	w	T	F
Weekly:	1000																			
· Remove cobwebs from windows and high ceilings																			200	
· Sanitize	198		200						32					3/2/3	78				1717	100
· Trash cans as needed	100							Service of the last	No.	100				1	1000				1000	100
· Sinks, countertops and cabinetry	66		POST NO.	NAME OF TAXABLE PARTY.				273			No.								Table 1	100
· Tables and chairs										383			19.5		188				6 8	100
Vending machines and exterior of appliances	1000	-	4		200			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		10000			1		-	100 m				
Restock soap and paper towels		-		100	100	100	- 3	Toy I	100				682	1000		1000				
Empty and reline trash		-	N 100	1/2		100 mg	-			97.00	NO 9			100	7/2/2	1000		(A)	150	100
	1000			700	100	Section 1		1000	100	360	1000		1000	1	Special Section	1000		1000	1	
Vacuum carpet and mats	THE RES		12210	1370	Y	Sec. 1		1000	1200	F56	E1.0		SULLE		September 1	1500		2000	The Parket	1

CB Wastewater Treament Plant 1 (WTP1) Checklist

Jobsite Entrance & Exit Procedure

Jobsite:

680 Ivy St., Coos Bay, OR

Site Access:

- 1) Follow alarm instructions **BEFORE** starting work and **BEFORE** leaving the building.
- 2) Once the main building is accessed, locate the two labeled SCADA terminals that are side by side as shown below.



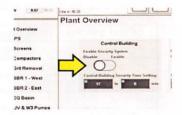
- 3) On the right-hand terminal, press any key on the keyboard for the display to appear, if not already visible.
- 4) Select Plant Overview in the top left corner of the screen, then click the login button towards the top of the screen.



5) Enter your login information (Login: BAE Password: Cleaners!), then select "OK". If sucessful, the veiwer name next to the login button will change to BAE. You will only have three tries before the account is locked out, if this happens call the After Hours Building Contacts immediately.



6) Click on the button to the "Disable" side of the Control Building frame to disable alarm. It should look like this.



- 7) Once all work is completed, complete the previous step but instead of selecting "Disable" select "Enable" to rearm the security alarm. Exit building and ensure all doors are closed.
- 8) Exit gate will open automatically when your vehicle pulls up to it. When leaving, pull away from the exit gate at least 20 feet and ensure it closes completely behind you. (usually takes 30 seconds)

SUMMARY OF ANNUAL COSTS

revised: 4/5/2011

Oregon Department of Administrative Services Project Costing Worksheet

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name Bay Area Enterprises
Project Coos Bay Water Treatment Plant 1 - 4.20.2022

Executive Director Signature:			
Raw Materials		7	
Per Time Use - Supplies	(from supplies worksheet)	\$	1,271.46
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$	296.57
	Subtotal	1 \$	1,568.03
Labor		1.0	
Direct Labor	(from labor daily worksheet)	\$	3,477.91
Overhead			
See Overhead Worksheet		\$	1,363.77
Delivery			
Transportation	(from Trans & Reserve worksheet)	\$	
		12.00	
	Total Before Margi	n \$	6,409.70
Reserve			
Margin Held in Reserve	(from Trans & Reserve worksheet)	\$	409.13
	Total Bid Yearl	у \$	6,818.83
	Monthl	y \$	568.24

Work Area	

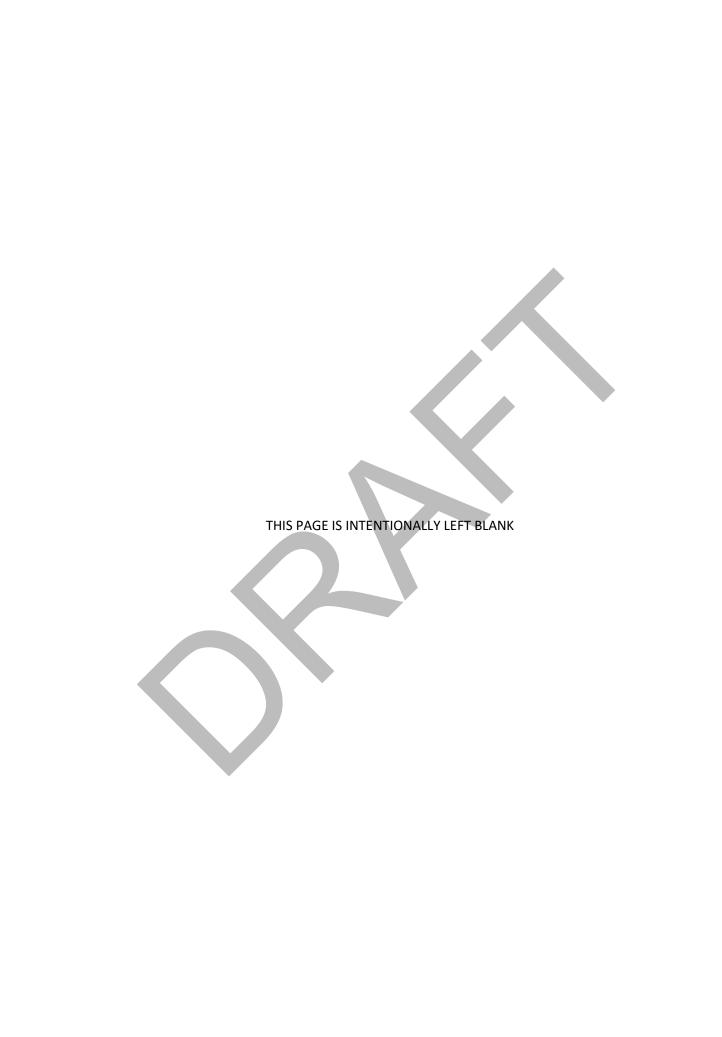


EXHIBIT F SCOPE OF WORK WASTE WATER TREATMENT PLANT 2

CB Wastewater Treament Plant 2 (WTP2) Checklist

High Visibility vests and hardhats mus	be	w	orn	ou	tsi	de b	uil	din	gs										
Regular Cleani	ng				della.	- Peyo										-			
Lobby	M	T	W	Т	F	М	T	W	T	F	М	T	W	Т	F	M	T	N	T
Weekly:							0.500												
· Remove cobwebs from windows and high ceilings										200									
Disenfect counter and drinking fountains		1000			1000													10000	
Remove fingerprints from entry glass						of Chi							200						
· Vacuum mats		ST.	10										N. 6			-			
· Sweep and mop floors	20					191													
Offices/Conference Rooms	М	T	W	T	F	М	T	W	Т	F	М	T	W	Т	F	M	TI	N	T
Weekly:							A						100			1			
Remove cobwebs from windows and high ceilings							X					WEST TO SERVICE STATE OF THE PERSON NAMED IN COLUMN TWO IN COLUMN TO SERVICE STATE OF THE PERSON NAMED STATE OF THE PERSON NAMED STATE OF THE PERSON NAMED STATE OF TH	1155						
· Dust window-sills				1	1				100					Will I			100		
· Sanitize all surfaces including exposed countertops and office furniture			N	M					N										
· Empty and reline trash			/				9		9			20							
· Vacuum carpets		1	No.	100								1			100				
· Sweep and mop hard floors				39							4								
Lab Areas	M	T	W	T	F	М	T	W	Т	F	М	T	W	T	F	М	T	N	T
Weekly:		V						1					8/6				19 8		
· Clean floors only			4					100									-28		
· Sweep				V						Sept.				150		-			
· Wet mop floors													200						
· Sweep and mop tile ara		V												100					
Vacuum mats and carpet in entrance					100														
Weekly:		100						1											
· Wet mop floor							100												
Restrooms	M	T	W	T	F	М	T	W	T	F	М	Т	W	Т	F	М	T	N	T
Weekly:			6					198						14	16 1				
· Clean and Disenfect all fixtures and surrounding areas														100					
· Empty wastebasket, change liners as needed														200			100		
· Stock all dispensers			200	100		174						No.		100					
· Sweep and mop floors	T			1913	100			1111				2000		1	100				
Monthly:	T																		
· Sanitize walls		100			1									100	10/6				
· Clean vents			38																
Breakroom	M	Т	W	Т	F	M	T	w	T	F	М	T	w	T	F	М	T	N	T
Weekly:	Benney			35			300	1025						1000					
Remove cobwebs from windows and high ceilings					99			100			711								
· Sanitize			5000												NA A				
· Trash cans as needed	T							198										64	
· Sinks, countertops and cabinetry	T							170											
· Tables and chairs		933	100		70			1000		186		100	98				120		
Vending machines and exterior of appliances	1							100				1		100				Via Contract of the last of th	
Restock soap and paper towels					700		1		1000			W. C. C.		1	183			18	
Empty and reline trash	T			199	100			200										550	
Vacuum carpet and mats	+				1		1633			1000	-	Service of the last	100	1			7273		
Sweep and mop hard floors	+	1555	0000	STATE OF	1000		100 po	1000	STATE OF			500	1000	100 mg	Section 1		VEN S	STATE OF	

CB Wastewater Treament Plant 2 (WTP2) Checklist

Jobsite Entrance & Exit Procedure

Jobsite:

490 Fulton Ave., Coos Bay, OR

Site Access:

- 1) Follow alarm instructions **BEFORE** starting work and **BEFORE** leaving the building.
- 2) Once the main building is accessed, locate the two labeled SCADA terminals that are side by side as shown below.



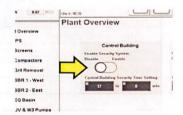
- 3) On the right-hand terminal, press any key on the keyboard for the display to appear, if not already visible.
- 4) Select Plant Overview in the top left corner of the screen, then click the login button towards the top of the screen.



5) Enter your login information (Login: BAE Password: Cleaners!), then select "OK". If sucessful, the veiwer name next to the login button will change to BAE. You will only have three tries before the account is locked out, if this happens call the After Hours Building Contacts immediately.



6) Click on the button to the "Disable" side of the Control Building frame to disable alarm. It should look like this.



- 7) Once all work is completed, complete the previous step but instead of selecting "Disable" select "Enable" to rearm the security alarm. Exit building and ensure all doors are closed.
- 8) Exit gate will open automatically when your vehicle pulls up to it. When leaving, pull away from the exit gate at least 20 feet and ensure it closes completely behind you. (usually takes 30 seconds)

SUMMARY OF ANNUAL COSTS

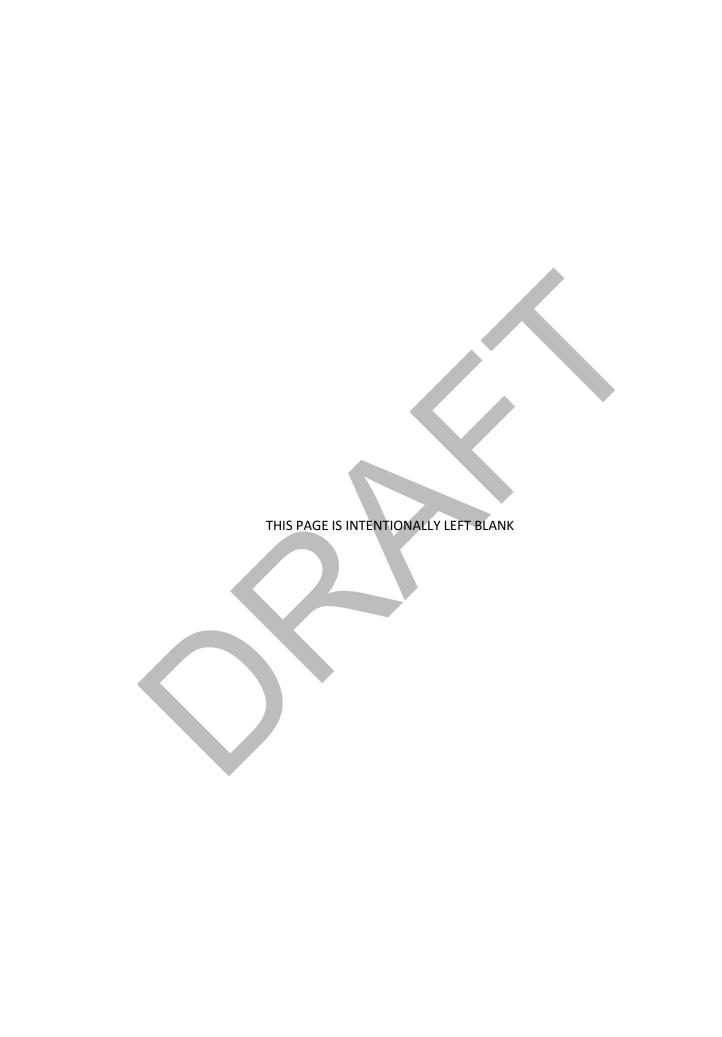
Oregon Department of Administrative Services
Project Costing Worksheet

revised: 4/5/2011

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name Bay Area Enterprises Coos Bay Water Treatment Plant 2 - 4.20.2022 Project **Executive Director Signature: Raw Materials** Per Time Use - Supplies (from supplies worksheet) 856.83 (from small equipment worksheet) 208.77 Equipment, Tools & Subcontracting Subtotal 1 \$ 1,065.60 Labor (from labor daily worksheet) 1,495.45 **Direct Labor** \$ Overhead 692.18 See Overhead Worksheet Delivery (from Trans & Reserve worksheet) Transportation Total Before Margin \$ 3,253.23 Reserve (from Trans & Reserve worksheet) \$ 207.65 Margin Held in Reserve Total Bid Yearly \$ 3,460.88 Monthly \$ 288.41 Work Area

EXIHIBIT G CONTRACTOR'S SUMMARY OF COSTS





2/26/2021

STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Forward Program Request for Price Approval

Public Agency: City of Coos Bay		
Oregon Forward Company: Bay Area Enterprise	es	
Product or Service: Janitorial Services & Prod	ducts	
Contract number (& amendment# if applicable):		
Proposed Prices (list all proposed prices and include the Specifications, and costing workbooks to justify proposed		
Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Janitorial Services - City Hall	3,990.15	month
Janitorial Services - Visitor Center	2,025.86	month
Janitorial Services - Library	4,053.35	month
Janitorial Services - City Shop	609.88	month
Additional Services - all CB buildings	38.26	HR/Person
Emergency Services - all CB buildings	79.09	HR/Person
Qtrly Full Window Cleaning - Vic	590.44	each
Public Agency and Oregon Forward Company agree to documentation meets the requirements of OAR 125-05		and supporting
	phone #	
Email Address [mme le l'enk	_, date: 04/27/20)22
Authorized Oregon Forward Contractor Signature		
	, phone # <u>541-42</u>	25-5565
Email Address DAS has reviewed the submitted documentation supporting Forward Contractor and approves the price for procurement service in accordance with OAR 125-055-0030.		
	te:	
Oregon Forward Program Signature		
Paying		



STATE OF OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Forward Program Request for Price Approval

Public Agency: City of Coos Bay	····	
Oregon Forward Company: Bay Area Enterpris	ses	
Product or Service: Janitorial Services & Pro		
Contract number (& amendment# if applicable):		
Proposed Prices (list all proposed prices and include the Specifications, and costing workbooks to justify proposed prices are included the specifications of the specification of		
Product/Service	Proposed Price	Units (per hour, month, each, etc.)
Janitorial Services - WTP 1	568.24	month
Janitorial Services - WTP 2	288.41	month
Public Agency and Oregon Forward Company agree documentation meets the requirements of OAR 125-0		e and supporting
	, date:	
Authorized Public Agency Signature		
Email Address	_, phone #	
Eman Address	, date:	
Authorized Oregon Forward Contractor Signature	, uaic	
Email Address		
DAS has reviewed the submitted documentation supporting Forward Contractor and approves the price for procurent service in accordance with OAR 125-055-0030.	ng the price(s) offerenterent of the above sta	d by the Oregon ted product or
,(late:	
Oregon Forward Program Signature		

Revised 2/26/2021

EXHIBIT H AMENDMENT FORM

AMENDMENT TO STANDARD FORM OF AGREEMENT AMENDMENT NO. ____

BAY AREA	ENTERPRISES, INC., a 501c3 N	onprofit Corporation, (herein after ("Contractor")	agrees
		einafter "Work") for CITY OF COOS BAY (herei	
		conditions of the Standard Form of Agreement,	
,,		torial services, all of which terms and condition	
incorporated	herein by reference.		
1	•		
	Original Contract Amount:	\$	
	Net Amount Previous Amend		
	Total Original Contract Net A		
	Total Amount Amendment No		
	Total Contract Amount Net A		
Part 'A' – <u>Sc</u>	cope of Services for Additional Work	<u>x and Fees:</u>	
		Additional Work, which will become a part of the	above
referenced A	Agreement)		
T1	A	and the second standard and a second standard second secon	4
The Toregoin	ig Agreement Summary is for referen	nce only and does not alter the terms of the Agreem	ent.
Owner and	Contractor baraby agree to modify	the above-referenced Agreement as set forth i	n thic
		not modified by this or previous amendments rem	
effect.	. The provisions of the Agreement I	for induffed by this of previous amendments fem	am m
cricet.			
This Amend	ment will be effective on		
OWNER:		CONTRACTOR:	
O WINDIN			
	City of Coos Bay		
	City of Coos Bay		
D		D.	
By:		By:	
Title:		Title:	
Attest:		Attest:	
Title:		Title:	

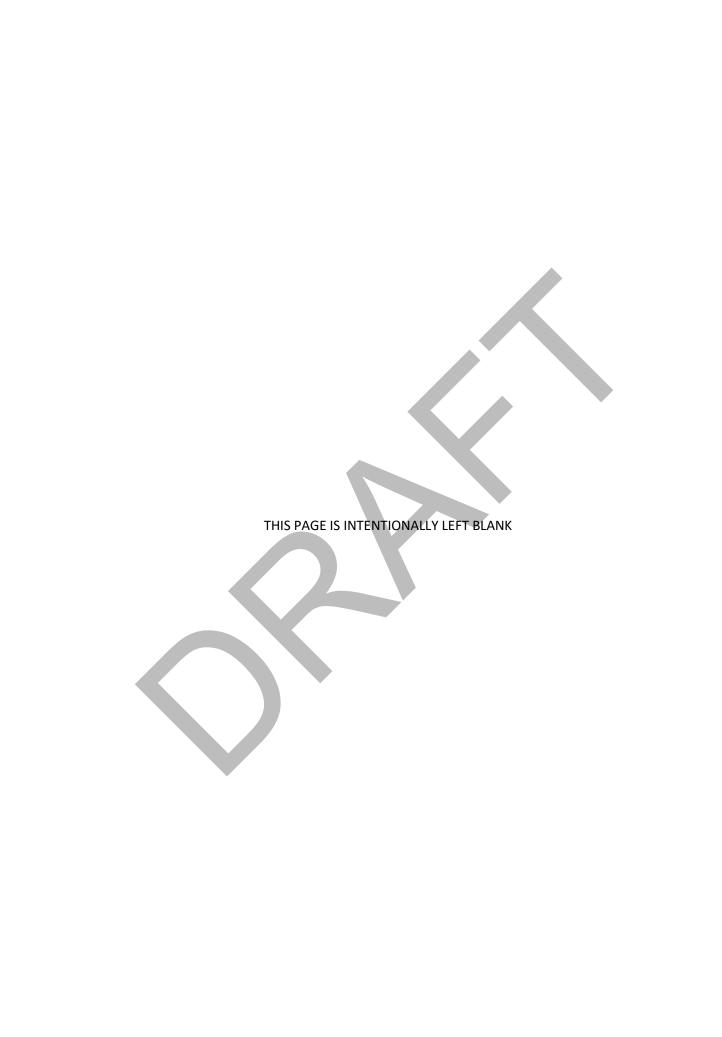


EXHIBIT I

City of Coos Bay Insurance Requirements

ARTICLE 1 – INSURANCE REQUIREMENTS

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") shall be required to provide proof of insurance to the City per applicable insurance level.

- 1. General Liability shall be a "*per occurrence*" form and must cover the time for which the work/event/contract is being performed/held.
- 2. Proof of Insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
- If the City is required to use Federal or State insurance policy limits, or is subject to the Federal
 or State tort claim limits, the limits required through this statement shall be superseded by
 such limits.
- 4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
- 5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
- 6. Tail Coverage: If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24-months following the later of:
 - (1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or
 - (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

<u>Commercial General Liability:</u> To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits.)

<u>Professional Liability:</u> To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage,

including coverage for owned, hired, no-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits.)

<u>Builders Risk:</u> To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

<u>Installation Floater:</u> To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

<u>Umbrella Liability:</u> To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three function:

- (1) To provide additional limits above the each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 4 Insurance Requirements: Professional Services contracts/agreements over \$50,000:

Commercial General Liability Per occurrence	\$ 1,000,000
Professional Errors and Omissions liability (Per	\$ 2,000,000
occurrence)	
Workers' Compensation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance Per occurrence	\$ 2,000,000
Automobile Liability Per occurrence	\$1,000,000

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. **A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The Contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance and Endorsement(s) will be a part of the contract/agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the City.

For construction contracts, a per project aggregate (form CG 25 03 05 09 or equivalent) shall also be required.

In all situations, the City of Coos Bay and the Coos Bay Urban Renewal, their officers, employees and agents shall be included as additional insureds under the Commercial General Liability, Automobile Liability, and Umbrella Liability policies as applicable.

As applicable, a Waiver of Subrogation under the worker' compensation and commercial general liability policies shall also be provided and include the City of Coos Bay, the Coos Bay Urban Renewal Agency and the State of Oregon, their officers, employees and agents as additional insureds.

Copies of such endorsements or coverage enhancements shall be attached to the certificate(s) provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provider must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

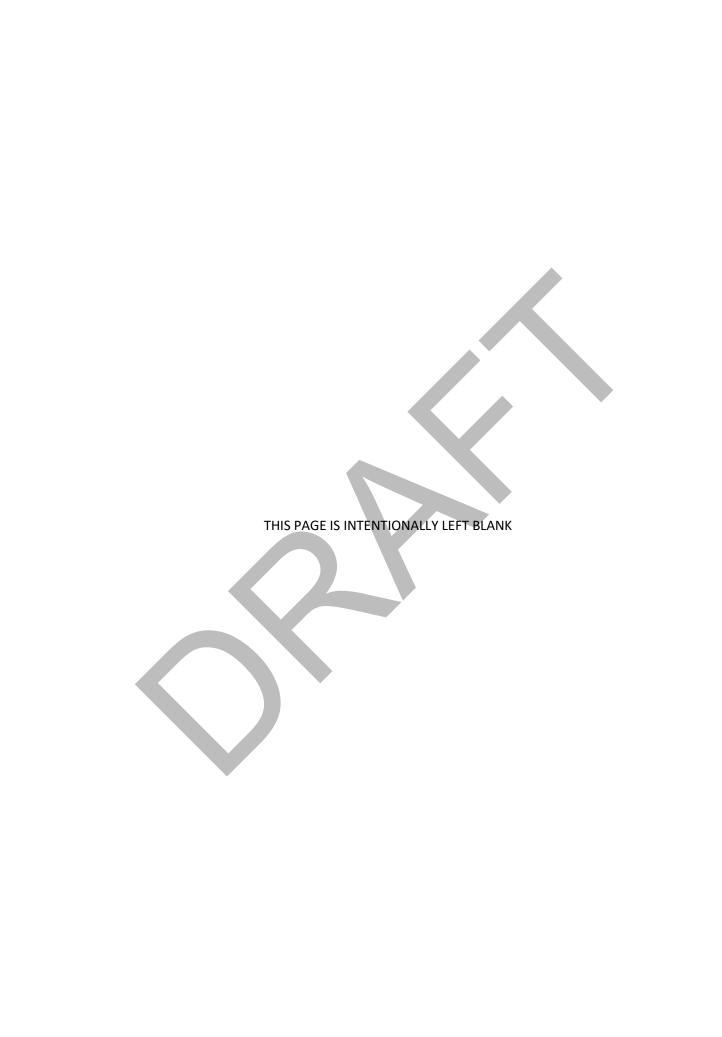
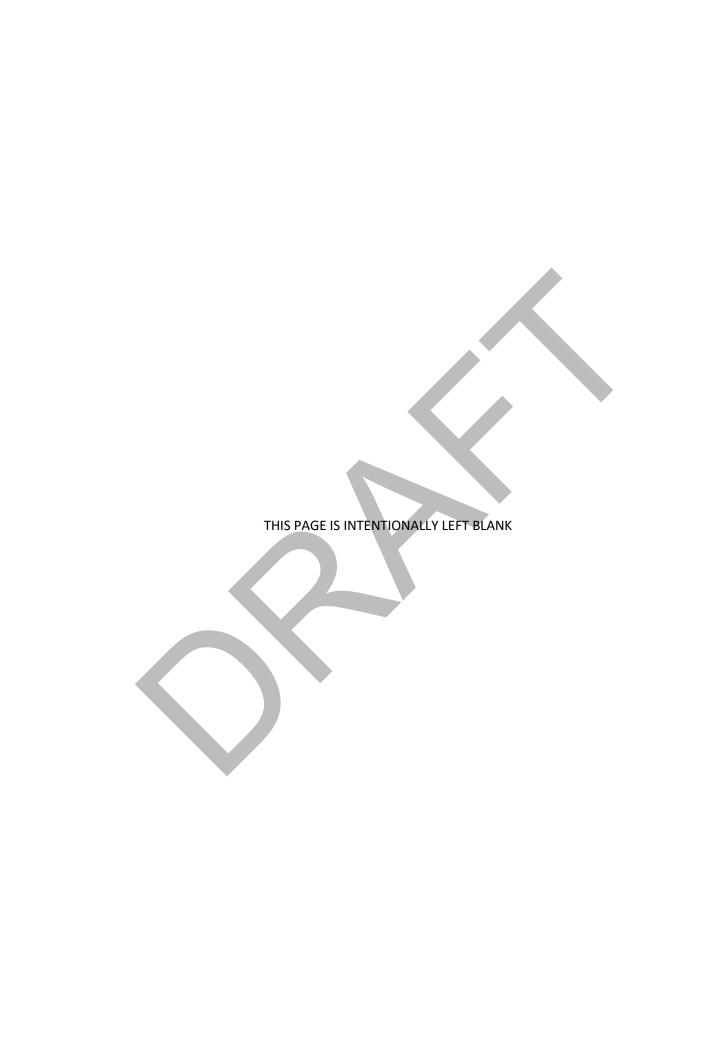


EXHIBIT J CONTRACTOR'S CERTIFICATES OF INSURANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	-			
PRODUCER			CONTACT NAME: Tina Eck	
Nasburg Huggins Insuran	ce		PHONE (541)267-3165 FAX (A/C, No, Ext): (541)267-	-5296
375 S Fourth St			E-MAIL ADDRESS: tina-eck@leavitt.com	
PO Box 1200			INSURER(S) AFFORDING COVERAGE	NAIC #
Coos Bay	OR	97420	INSURER A: Philadelphia Insurance Company	R18687
INSURED			INSURER B: SAIF Corporation	36196
Bay Area Enterprises, I	nc.		INSURER C:	
Attention: Administrato	r		INSURER D:	
PO Box 1376			INSURER E:	
Coos Bay	OR	97420	INSURER F:	
0.01/330.4.0.30		OFFICIAL AND ADED 30 /03 GT /D	Vita (transpose)	

COVERAGES CERTIFICATE NUMBER: 22/23 GL/BA/WC/UMBD&O REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	VOLU	JSIONS AND CONDITIONS OF SUCH PO		-	WITS SHOWN WAT HAVE BEEN RED				
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	х	Physical Abuse& Molestation	X		PHPK2398834	5/18/2022	5/18/2023	MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
		OTHER:						Human Services Org. Professional I	\$ 1,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	х	ANY AUTO						BODILY INJURY (Per person)	\$
^		ALL OWNED SCHEDULED AUTOS	х		РНРК2398834	5/18/2022	5/18/2023	BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 3,000,000
A		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 3,000,000
		DED X RETENTION \$ 10,000			PHUB809642	5/18/2022	5/18/2023		\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						x PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
В	(Man	ndatory in NH)	.,,,		454590	1/1/2022	1/1/2023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Dir	rectors & Officers			PHSD1710418	5/18/2022	5/18/2023	Each Policy Period	1,000,000
A	Pro	ofessional Liability			PHPD2398834	5/18/22	5/18/23	Occurrene \$1,000,000	Agg \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is additional insured as respects to the liability arising out of the janitorial work performed by the named insured per attached CG2026 0413. Waiver of subrogation is provided per attached PI-GLD-HS 10/11

CERTIFICATE HOLDER	CANCELLATION
kburnette@coosbay.org	SHOULD ANY OF THE ABOVE DESCRIPED BOLISTES DE CANCELLED REFORE
City of Coos Bay Public Works Administrator 500 Central Ave	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Coos Bay, OR 97420	AUTHORIZED REPRESENTATIVE
	Tina Eck/TIECK Sine Eck

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Coos Bay Public Works
Administrator
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations;
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner:

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- **a.** \$1,000,000; or
- **b.** The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

- 3. SECTION V DEFINITIONS is amended to include the following additional definitions:
 - **a.** "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
 - **b.** "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
 - **c.** "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit is changed subject to all of the terms of SECTION III LIMITS OF INSURANCE to the greater of:
 - **a.** \$20,000; or
 - **b.** The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. SECTION I COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

- **1. b.** is deleted in its entirety and replaced by the following:
- b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
- 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

K. Key and Lock Replacement - Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- **a.** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- **b.** "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - **(b)** Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- **c.** "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- **a.** Coverage under this provision is afforded until the end of the policy period.
- **2.** Each of the following is also an insured:
 - a. **Medical Directors and Administrators** Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- **e. Home Care Providers –** At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- **(2)** Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - **(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product:

- **(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- **(h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- **m. State or Political Subdivisions –** Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - **(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- **b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- **a.** Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- **b.** Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury - Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- **a.** Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- **b.** Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured:

- **c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- **d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.





Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

CITY OF COOS BAY 500 CENTRAL AVE COOS BAY, OR 97420

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact		
Bay Area Enterprises Inc PO Box 1376		Nasburg Huggins Ins Agency Tina Eck		
Coos Bay, Or 97420-0328		541.267.3165 tina-eck@leavitt.com		
Issued Policy Period	05/20/2022 454590 01/01/2022 to 01/01/2023	Limits of liability Bodily Injury by Accident Bodily Injury by Disease Body Injury by Disease \$1,000,000 each accident \$1,000,000 policy limit	loyee	

Description of operations/locations/special items

Janitorial Services

Waiver of subrogation effective May 20, 2022 for persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative

Chip Terhune President and CEO



Carrier no: 20001 Endorsement no: WC000313 (Ed. 430B)

SAIF policy: 454590 Bay Area Enterprises Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: JANITORIAL SERVICES

Contractor name: CITY OF COOS BAY

Address: 500 CENTRAL AVE

COOS BAY Oregon 97420

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

For each contract subject to this endorsement, the premium charge is one quarter of one percent (.25%) of the manual premium for this policy subject to a maximum of one (1) percent.

Effective date: January 01, 2022

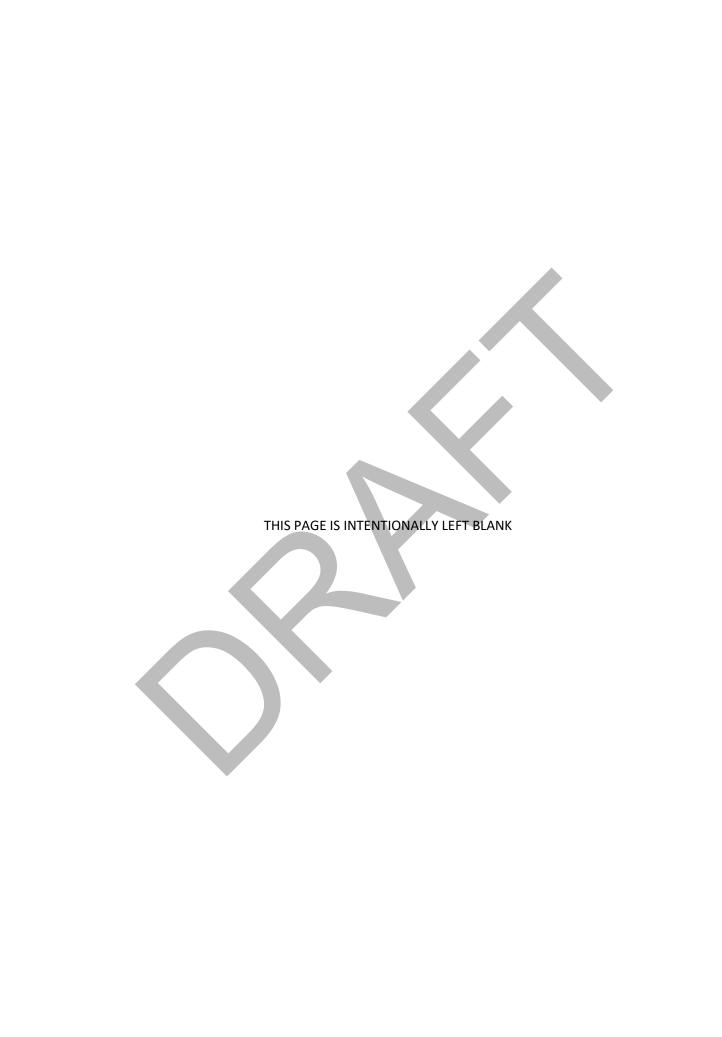
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned November 27, 2021 at Salem, Oregon

WC000313 Chip Terhune

(Ed. 430B) President and Chief Executive Officer

EXHIBIT K CONTRACTOR'S LIST OF EMPLOYEES



Bay Area Enterprises Employees working at Coos Bay City Hall As of May 23, 2022

Janitorial Team:



Sandy Fox



Karen Allen



Michael Lee

Alternate Janitorial Team:



Rex Peet



Jessica Hernandez



Gary King



Aaron Bolle-Van Loo

Janitorial Team Sunday Bathrooms:



William Hull

Bay Area Enterprises Employees working at Coos Bay Library As of May 23, 2022

Janitorial Team:



Andrew Johnson



Michelle McCullough



Kevin Goss

Alternate Janitorial Team:



Rex Peet



Jessica Hernandez



Michael Lee

Janitorial Team Sunday:



Gary King

Bay Area Enterprises Employees working at Coos Bay Visitors Center As of May 23, 2022

Janitorial Team Mon—Thu:

Janitorial Team Fri:

Janitorial Team Sat & Sun:



Christian 'Gino' Celentano



Francisco 'Olivia' Cruz-Uribe



Gary King



Rex Peet



Jessica Hernandez



Sandy Fox

Bay Area Enterprises Employees working at Coos Bay City Shops As of May 23, 2022

Janitorial Team:



Sandy Fox



Rex Peet



Jessica Hernandez



Roxana Wilson



Francisco 'Olivia' Cruz-Uribe

Bay Area Enterprises Employees working at Water Treatment Plant 1 As of May 23, 2022

Janitorial Team:



Roxana Wilson



Francisco 'Olivia' Cruz-Uribe



Rex Peet



Jessica Hernandez



Charles Hull



Charles 'Vern' Huckabee

Bay Area Enterprises Employees working at Water Treatment Plant 2 As of May 23, 2022

Janitorial Team:



Michael Lee



Francisco 'Olivia' Cruz-Uribe

Bay Area Enterprises Coos County Job Coaches As of May 23, 2022



Jake Cant



Lene Elbek



Joshua Garza



Rebekah Kirk Supervisor



Jeff Lavey



Kamara Mill



James Poppe



William Robnett



Ashley Rodriguez



Sarah Trosper