

ORDINANCE NO. 1252

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$37,000; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby requires ongoing scheduled janitorial services in order to properly maintain City facilities for the comfort and safety of its employees and citizens; and

WHEREAS, the City has previously selected Master Clean, Inc., as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Master Clean, Inc., the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that this project be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 18, 2007, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 1, 2007, commencing at the hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

Kimberly Scheafer
Kimberly Scheafer, City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st day of August, 2007, by the following vote:

YEAS 6

NAYS 0

Melody Thompson
Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
Kimberly Scheafer, City Recorder Pro-tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and MASTER CLEEN, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$37,000 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY:

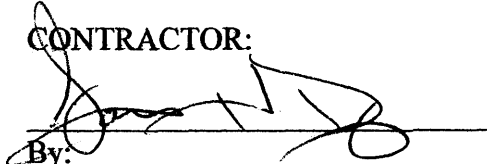
Mark C. Adcock
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR:

Jim Dye
Master Clean, Inc.
PO Box 208
Oregon City, OR 97045

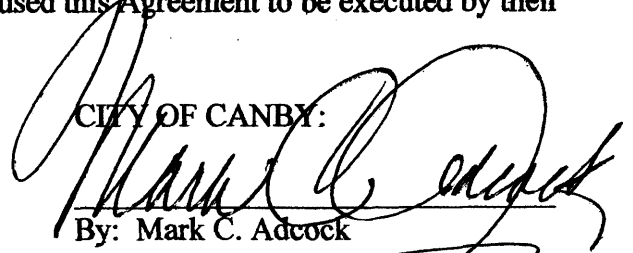
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:


By: _____

Date: 8-2-07

CITY OF CANBY:


By: Mark C. Adcock

Date: 8-2-07


OK as to form:


EXHIBIT "A"

**MASTER CLEEN INC
COST AGREEMENT SHEET
PO Box 208 Oregon City, OR. 97045**

**Final estimated City Of Canby Yearly Cost Sheet
Per department as of July 1 2007- June 30 2008**

	YEARLY	MONTHLY
Library	\$5928	\$494
City Hall	\$2136	\$178
Court	\$2136	\$178
Chamber	\$ 960	\$ 80
Accounting	\$1788	\$149
CAT	\$2160	\$180
Planning	\$3708	\$309
Waste Water	\$3708	\$309
Police	\$6300 (trip charge \$24x12 included)	\$525
CAT Lounge	\$984	\$ 82
Transit Glass	\$1200	\$100
TOTAL	\$31368	

Floor work costs

CAT driver lounge floor	\$ 150 (2x yearly)
WWTP S& W entire building	\$ 825 (3x yearly)
Blower room clean	\$ 160 (4x yearly)
WWTP S& W Blower room floor	\$ 75 (if needed)
TOTAL	\$1210

Floor S&W work at no extra charge includes

Police
Chamber
Library
City Hall
Cat Accounting building
Planning

**Extra glass for any building per request by Beth @ \$25 per building Not included
in above totals**

Carpet Cleaning by Department

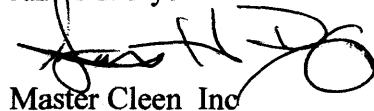
We charge for the cost of the machine rental (currently \$50) and no labor except for the Library and Chamber

Police Yearly

Chamber	Yearly	\$75
CAT L/R	lunchroom as needed do to heavy use	
CAT	Yearly	
City Hall	Yearly	
Accounting	Yearly	
Planning	Yearly	
Court	Yearly	
Library	Charged for time, chemicals and machine because of the extensive size of the building and time required.	
	Main area as defined	\$200
	Entire building yearly	\$450
WWTP	Mats cleaned every 6 months	\$50
	TOTAL	\$1175

TOTAL ESTIMATED COST TO THE CITY OF CANBY \$33,753

James H Dye



Master Clean Inc