

**ORDINANCE NO. 1484**

**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 \$57,787.00; AND REPEALING ORDINANCE 1452**

**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 adopted Ordinance 1452 which 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.

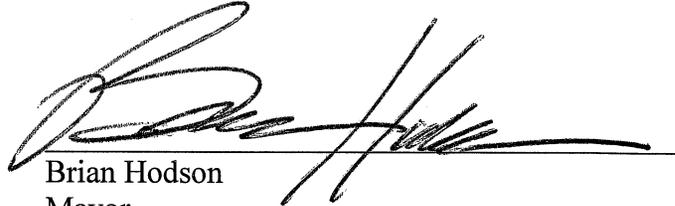
Section 2. Ordinance 1452 is hereby repealed.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 6, 2018, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 20, 2018, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

  
Kimberly Scheafel, MMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on June 20, 2018 by the following vote:

YEAS 6 NAYS 0



Brian Hodson  
Mayor

ATTEST:



Kimberly Scheafer, MMC  
City Recorder

## 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 a 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. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 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 \$57,787.00 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 reporting completed work. 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 terms and conditions this agreement as well as 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 Contractor fails to abide by the terms of this Agreement.
    - c. 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.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
  - A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
  - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
  - C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
  - D. For Worker’s Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker’s Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor’s negligence or neglect connected with this Agreement.

10. 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 there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. 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, electronically, faxed, 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.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator  
 City of Canby  
 PO Box 930  
 Canby, OR 97013

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

**Please submit invoices to: Attn: Accounts Payable  
 City of Canby  
 PO Box 930  
 Canby, OR 97013  
 ap@canbyoregon.gov**

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

CONTRACTOR:

CITY OF CANBY

By: 

By: 

Date: 6/19/18

Date: 6/19/2018

Subcontractors will be used  Yes  No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

  
 Joseph Lindsay, City Attorney

11/6/15



**Masterclean Schedule  
FY 2018-2019**

Facility Location	General Info	Bathrooms Other	Lunch Rooms Offices	Floors	Glass	Annual Rate
<b>CAT OFFICE</b>	<b>3 x per week</b> General cleaning rules apply			<b>S/W HARD FLOOR</b> 1 x per year  <b>CARPET</b> 1 x per year	<b>GLASS</b> 2 x per year	\$234 a month  <b>\$2,808</b>
<b>CAT TRANSIT STATION</b>	General cleaning rules apply	<b>BATHROOM</b> 1 x per week	<b>LUNCHROOM</b> 2 x per week	<b>FLOOR</b> 1 x per year	<b>GLASS</b> 2 x per month  <b>CIGARETTE CANS</b> 2 x per month	Glass - \$52 a month Driver Lounge - \$88 a month Driver Bathroom - \$62 a month CAT Lounge Floors - \$150/yr.  <b>\$2,574</b>
<b>CIVIC BUILDING</b>	<b>ENTRY AREA</b> Clean entry doors, Vacuum sweep and mop, Pick up any trash left in the area  <b>KITCHEN AREAS</b> Empty trash, Wipe down tables and counter tops, Wipe counter faces, Wipe off faces of microwaves fridges, (Does not include cleaning them inside), Restock supplies as applicable, Wall smudges, Clean sinks, Mop floors	<b>BATHROOMS</b> Clean Sinks, Toilets, Mirrors, Counters and door faces, Wall smudges, Empty trash, Restocking supplies, Mopping the floors, Using disinfectant products  <b>STAIRS AND ELEVATOR</b> Sweep, Mop and or vacuum stairs. Prints on inside and out and vacuum Elevator	<b>OFFICES</b> Empty Trash and Recycling, Wipe down any flat surfaces that are cleared off, (Will not move desk top items), Wipe off phones and computer screens, Dust as needed flat open surfaces, Tops and faces of filing cabinets, Watch for cobwebs, Vacuum	<b>FLOORS</b> Strip and wax as needed, where applicable. Carpeting spills could be dealt with as they occur. Small areas may need to be done periodically. As for a full carpet cleaning of an area (library upstairs) Negotiate at time needed	<b>GLASS</b> <u>Add on - \$40 per cleaning.</u> Top to bottom 1x per quarter as requested	\$2,340 a month  <b>\$28,080</b>
<b>LIBRARY</b>	Wipe off Counters and flat surfaces, Filing cabinets tops and faces (tops cleared). Wipe off any open desk areas					

	Flat surfaces have to be cleared. Clean phones and computer screens Dust anywhere needed. Empty trash and recycle. Vacuum floor. We do not clean book shelves.					
<b>POLICE/COURT</b>	General cleaning rules apply  Basement/lower level not included	<b>Mondays</b> All secure shredding dumped, records room shredding	<b>Lunch Room</b> 3x a year	<b>Floors</b> 4 areas of hard floors to be maintained	<b>Glass</b> 2x a year in/out. 2nd floor glass not included	\$1,494 a month  <b>\$17,928</b>
<b>WWTP</b>						\$321 a month <i>Blower Room - \$120/yr.</i> <i>Floors - \$1,225/yr.</i> <i>Carpet - \$1,200/yr.</i>  <b>\$6,397</b>
<b>TOTAL ANNUAL COST</b>						<b>\$57,787</b>