

Morris CARPET
CLEANING, INC

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1719

March 20, 2000

John Raineri
City of Newberg
P.O. Box 970
Newberg, Oregon 97132

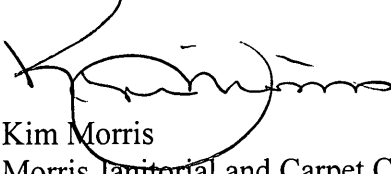
Dear John,

Enclosed please find the contract between Morris Janitorial and Carpet Cleaning, Inc. and the City of Newberg. We have signed our portion of the contract and it is now in need of an authorized signature from the City of Newberg. Please return a signed contract to us prior to our first scheduled date of service. Our insurance agent will be sending you a certificate of insurance as well as proof of bonding.

I have also included a proposed schedule of completion. Please notify the various departments of the proposed dates and ask that they pick up any smaller items they may have on the carpet (boxes, paper work, etc.) prior to our arrival. Let me know if there are any date conflicts and we can make other arrangements. As mentioned on the phone we will need to make arrangements for keys to all these areas. After services are completed in each area the City will be billed and payment is expected within 30 days.

Please call me as soon as possible in regards to the dates and keys.

Sincerely,



Kim Morris
Morris Janitorial and Carpet Cleaning, Inc.
1501 East 14th Street
McMinnville, Oregon 97128
472-3889

CITY OF NEWBERG
AGREEMENT WITH Morris Janitorial and Carpet Cleaning Inc.
TO PROVIDE PROFESSIONAL SERVICES
TO THE CITY OF NEWBERG

THIS AGREEMENT is entered into this 16 day of March, 2000, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Morris Janitorial and Carpet Cleaning, Inc

1501 East 14th Street

McMinnville, Oregon 97128

(503) 472-3889

hereinafter called **Service Provider**.

RECITALS:

1. **City** has need for the services of a **Service Provider** with particular training, ability, knowledge, expertise and experience possessed by **Service Provider**.
2. **City** has chosen the **Service Provider** using the Request for Quotations process.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on the date that this Agreement has been signed by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Service Provider's** completed performance or on April 15, 2000, whichever date occurs first. This fact notwithstanding, the services of **Service Provider** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A".

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any reach of a **Service Provider** warranty or any fault or defect in **Service Provider's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Service Provider**. The **City** may terminate immediately upon notice to the **Service Provider** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Service Provider's** work.

The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by

either party at the end of a project phase as defined in Exhibit "A" or at any time upon 30 days written notice.

3. **Scope of Work:** The **Service Provider** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Service Provider** represents and warrants to the **City** that the **Service Provider** can perform the work outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Service Provider** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$1,800.00

The **Service Provider** shall not exceed the fee for any task included in the fee proposal amount. If the **Service Provider** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Service Provider** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Service Provider** shall obtain written permission from the **City** before exceeding the maximum fee amount. If the **Service Provider** does work that exceeds the maximum fee amount prior to obtaining the written permission, the

Service Provider waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Service Provider** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of a Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Service Provider** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Service Provider** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference:

This Agreement with attached Exhibits, the proposal of the **Service Provider** (if one was submitted), and the Request for Proposal (if one was used).

Work is under the sole control of **Service Provider**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Service Provider** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Service Provider** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Service Provider's Warranties:** The work to be performed by **Service Provider** includes services generally performed by **Service Provider** in his/her usual line of business. The work performed by the **Service Provider** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Service Provider** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and dully licensed to perform the work.

10. **Indemnity:** **Service Provider** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suites, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating

to the activities of the **Service Provider**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Service Provider** is not currently employed by the **City**. The parties to this Agreement intend that the **Service Provider** perform all work as an Independent Contractor. No agent, employee, or servant of **Service Provider** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Service Provider**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Service Provider** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all payments to **Service Provider**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Service Provider**, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Service Provider** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Service Provider** will, at all times, carry a Comprehensive General Liability insurance policy for at least \$500,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$1,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Service Provider** will, at all times, carry a Professional Liability/Errors and Omission type policy with limits of at least \$250,000.00. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any work under this Agreement.

d) **Service Provider** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such certificates of insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice

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of cancellation clause shall be included in said certificate. The City has the right to reject any certificate for unacceptable coverage and/or companies.

14. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

SERVICE PROVIDER

By: 

Name: Kimberly Ann Morris

Title: Office Manager

Date: 3-18-00

CITY OF NEWBERG

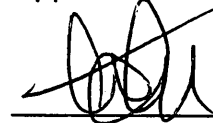
By: 

Name: Duane R. Cole

Title: City Manager

Date: March 21, 2000

Approved as to form:



Terrence D. Mahr, City Attorney

ACORD**CERTIFICATE OF LIABILITY INSURANCE**CSR LL
MORRI-6

DATE (MM/DD/YY)

03/20/00

PRODUCER Hagan-Hamilton Insurance 448 South Baker P.O. Box 847 McMinnville OR 97128 Phone: 503-472-2165		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	
INSURED Morris Janitorial and Carpet Cleaning Inc Attn: Kim 1501 NE 14th St. McMinnville OR 97128		INSURER A: North Pacific	
		INSURER B: Old Republic	
		INSURER C:	
		INSURER D:	
		INSURER E:	

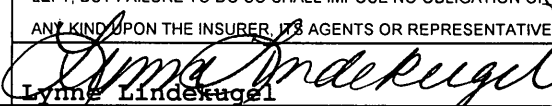
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	C03143390	11/18/99	11/18/00	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000	
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
					GENERAL AGGREGATE	\$ 2,000,000	
					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO				BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	☐ ANY AUTO				OTHER THAN EA ACC AGG	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$	
						\$	
	☐ DEDUCTIBLE					\$	
	☐ RETENTION \$					\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER	
	E.L. EACH ACCIDENT				\$		
	E.L. DISEASE - EA EMPLOYEE				\$		
	E.L. DISEASE - POLICY LIMIT				\$		
A	OTHER Janitorial Bond Employee Dishonesty	YCB212269	02/01/00	02/01/01	25,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

as per policy provisions

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
CITY OF			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
City of Newberg Attn: John Raineri P O Box 970 Newberg OR 97132			 Lynne Lindkeugel

PROPOSED SCHEDULE FOR CARPET CLEANING-CITY OF NEWBERG

*LIBRARY

MONDAY MARCH 27TH
7:30 am

*WASTE WATER TREATMENT PLANT

FRIDAY MARCH 31ST
AFTER 5:00PM

*CITY HALL ANNEX

FRIDAY MARCH 31ST
AFTER 5:00 PM

*PUBLIC SAFETY BUILDING

SUNDAY APRIL 2ND
A.M.

*COMMUNITY DEVELOPMENT

FRIDAY APRIL 7TH
AFTER 5:00 PM