

ORDINANCE NO. 1612

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MSNW GROUP LLC, IN THE AMOUNT OF \$144,960 FOR CUSTODIAL SERVICES FOR THE CITY OF CANBY

WHEREAS, on August 16, 2023, the City of Canby published a formal request for proposals (RFP) for professional services to provide Custodial Services for City owned and operated buildings;

WHEREAS, MSNW Group LLC was selected in the aforementioned process as a qualifying Custodial Service;

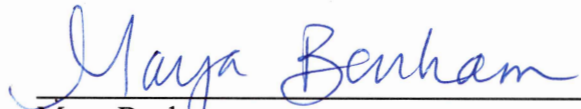
WHEREAS, the City of Canby has budgeted for Custodial Services in the adopted FY 2023/24 budget in the amount of \$150,000; and

WHEREAS, the Canby City Council has reviewed the contract price of \$144,960.00 and believes this to be in the best interest of the City to enter into a contract with MSNW Group LLC.

THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The Interim City Administrator is hereby authorized on behalf of the City to enter into an agreement with MSNW Group LLC in the amount of \$144,960.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, October 4, 2023, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, October 18, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Maya Benham
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th day of October 2023, by the following vote:


YEAS 4

NAYS 0



Brian Hodson
Mayor

ATTEST:



Maya Benham
City Recorder



FACILITY SERVICES CONTRACT

This agreement is entered into this 28th day of September 2023, by and between City of Canby, hereinafter referred to as "Client", and MSNW Group, LLC. ("MSNW"), hereinafter referred to as "Contractor" (the "Contract").

WHEREAS:

- (a) Client owns a building or buildings defined in Exhibit A (the "Property"); and
- (b) Client wishes to retain from Contractor, and Contractor wishes to provide to Client, certain janitorial and/or maintenance services for the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth below, and for other good and valuable consideration, the sufficiency of which is acknowledged by Client and Contractor, the parties agree as follows.

1. The Contractor shall commence performance of this Contract on the 1st day of January 2024 and, unless this Contract is otherwise terminated pursuant to paragraph 8 below, shall continue such performance until the 31st day of December 2024 (the "Term"). Unless otherwise terminated pursuant to paragraph 8 below, this Contract shall automatically renew for an additional (1) one year. Should such an automatic renewal occur, however, Contractor will be entitled to increase the Service Charge (as defined below) for Facility Services (as defined below) performed by Contractor following expiration of the initial Term of the Contract.
2. During the Term of this Contract, the Contractor shall provide the janitorial services specified in Exhibit B hereto for the Property (the "Facility Services"). Client shall provide Contractor access to the Property as reasonably necessary to allow Contractor to perform the Facility Services and/or any Additional Services (as defined below) requested by Client.
3. Payment for the Facility Services in the amount specified in Exhibit B will be made to the Contractor by the Client no later than the first (1st) day of each month (the "Service Charge"). Any services provided to Client by Contractor not specified in Exhibit B (the "General Janitorial Specifications") will be charged to Client at the rates set forth for Additional Services in Exhibit C. Payment for Additional Services will be due within ten (10) days of provision thereof. Any amounts not paid pursuant to the terms and conditions of this Contract will accrue interest at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) per month, until paid in full.
4. The Contractor shall be responsible for furnishing all cleaning products and equipment necessary for provision of the Janitorial Services. Any required inventory of paper and plastic products, and light bulbs shall be maintained by Contractor, and the cost of same shall be billed to Client on a monthly basis.
5. Client shall provide, free of charge, adequate, conveniently located storage space for the cleaning materials and equipment of the Contractor and shall be responsible to the Contractor for the security of such storage space.
6. Client agrees that during the term of this Agreement Client shall not directly or indirectly solicit or assist in the solicitation of any person to leave employment who is an employee of the Contractor.
7. Client and Contractor may at any time and from time to time alter or vary the terms and conditions of this Contract but, except as to any increase in the Service Charge and rates for Additional Services provided for in paragraph 1 and 12, no such change shall be binding on either party unless reduced to writing and signed by the party to be charged therewith.
8. This Contract may be terminated by either party for cause upon sixty (60) days' written notice. Should either party wish not to renew this Contract upon expiration of its Term, said party shall provide written notice to the other party at least thirty (30) days prior to the expiration of the Term hereof. In the event Client terminates this Contract without cause prior to the expiration of the Term, Client shall pay to the Contractor an early termination fee equal to twenty percent (20%) of the Service Charge defined in Exhibit B for each month that remains in the Term of the Contract.



9. Contractor shall in no way be responsible for any failure to perform the Facility Services due to the act or negligence of the Client or any employee or other representative of the Client or due to strikes, lockouts, fire, flood, adverse weather conditions, unavoidable casualties, or by any other cause of any kind whatsoever beyond the control of the Contractor.
10. It is acknowledged and agreed that the Contractor is not an employee of the Client and is acting as an independent contractor.
11. Both parties agree to defend, protect, indemnify, and hold harmless one another and their respective directors, officers, employees, agents, and representatives, against and from any liabilities, loss, claims, acts or suits, including costs and reasonable attorneys' fees, arising from activities related to or regarding the services identified herein, including but not limited to those services provided by the Contractor and the Client and any other contractors, employees and agents on the Property. However, neither party shall be obligated to indemnify or hold the other harmless against liability for damages caused by or resulting from the sole negligence of that party and each party shall only be liable to defend and indemnify the other to the extent of its own negligence.
12. Contractor may increase the Service Charge on an annual basis to address cost of living, minimum wage updates, and healthcare reform expenses. The increase notification will be provided in writing from the Contractor to the Client.
13. All notices required by this Contract shall be in writing and shall be hand delivered, sent via electronic mail with a delivered receipt, or sent via the U.S. Mail (return receipt requested) with postage prepaid. Notices to Client shall be addressed to: pfenningp@canbyoregon.gov; notices to Contractor shall be addressed to: MSNW, Attn: Contracts Administrator, 2257 Northgate Spur, Ferndale, WA 98248 or sent via electronic mail to: accounting@msnwgroupp.com. The foregoing addresses may be changed by either party by providing the other party written notice of a new address. All notices sent pursuant to this paragraph shall be deemed to have been received by the recipient on the date of hand delivery, the date the electronic mail with delivery receipt was delivered or the third (3rd) business day following the mailing thereof.
14. This Contract shall be construed and enforced in accordance with the laws of the State of Washington, and the venue of any disputes hereunder shall be Whatcom County, Washington.
15. In the event a dispute arises between the parties hereunder, the prevailing party of any such dispute shall be entitled to recover its reasonable attorneys' fees and costs.
16. This Contract embodies the entire agreement of the parties with regard to the matters herein and no other agreement shall be deemed to exist except as entered into in writing by the parties to this Contract. If any part of this Contract is held or rendered invalid or illegal, the remaining provisions of the Contract shall continue to apply.

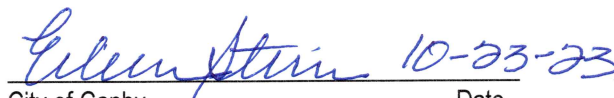
	10-23-23		
City of Canby	Date	MSNW Group, LLC	Date
By: Eileen Stein, Interim City Administrator		By: Terell Weg, President & CEO	



Exhibit A SERVICE LOCATIONS

Library/Civic Center
220-222 NE 2nd Ave
Canby, OR 97013

Police Department
1175 NW 3rd Ave
Canby, OR 97013

Transit Office
195 S Hazel Dell Way
Canby, OR 97013

Transit Kitchen/Restroom
100 N Ivy
Canby, OR 97013

Water Treatment Center
1480 NE Territorial Rd
Canby, OR 97013

Public Works (& heated bay restroom)
1470 NE Territorial Rd
Canby, OR 97013



**Exhibit B
SERVICE CHARGE**

Service Location	Days per Week	Monthly Rate
Library/Civic Center	3	\$ 4,800.00
Police Department	3	\$ 4,455.00
Transit Office	2	\$ 460.00
Transit Kitchen/Restroom	2	\$ 420.00
Water Treatment Center	2	\$ 1,090.00
Public Works (& heated bay restroom)	2	\$ 855.00
Total Monthly Rate		\$12,080.00

GENERAL JANITORIAL SPECIFICATIONS

GENERAL OFFICES/ COMMON AREAS	2-3/WK	WKLY	MTHLY
Trash containers - Empty and replace liners as needed. Spot Clean as needed. (Liners to be furnished by Client)	X		
Recycling - Handle recycling per client's instructions.	X		
Carpets - Vacuum high traffic patterns.	X		
Hard floors - Dust mop or vacuum.	X		
Hard floors - Spot mop to remove spills and stains.	X		
Dusting - Thoroughly dust horizontal surfaces including office equipment, files, windowsills, chairs, and tables.	X		
Dusting - Picture frames to height of six (6) feet.	X		
Dusting - Cleared desktops.	X		
Glass partitions - Spot clean to remove fingerprints/smudges.	X		
Water Fountains - Clean with a disinfectant solution, then polish.	X		
Entrance Doors - Clean/disinfect inside and out to remove fingerprints.	X		
Carpets - Thoroughly vacuum.		X	
Hard floors - Thoroughly damp mop with neutral cleaner.		X	
Disinfecting - Telephones, light switches, and door frames.		X	
Dusting - Baseboards and low vents.		X	
High Dusting - Ceiling vents and ledges to a height of twelve (12) feet.			X



RESTROOMS	2-3/WK	WKLY	MTHLY
Stocking - Towels, tissue, seat covers, and hand soap. (To be furnished by Client)	X		
Empty Sanitary napkin receptacles and wipe with disinfectant.	X		
Trash containers - Empty containers and replace liners.	X		
Mirrors - Clean and polish.	X		
Disinfect - Dispensers, doorknobs, push plates.	X		
Toilets and urinals - Clean and disinfect inside and out.	X		
Toilet seats - Clean and disinfect on both sides.	X		
Sinks - Clean with a non-abrasive cleaner and disinfectant.	X		
Bright Work - Clean and polish.	X		
Partition walls - Spot clean with a detergent disinfectant solution.	X		
Partition tops - Dust.	X		
Walls - Spot clean to remove soap splashes, fingerprints/smudges.	X		
Hard floors - Sweep then mop with disinfectant.	X		
Dusting - Ceiling vents and ledges that can be reached from the floor.		X	
Floor drains - Add water and enzymes.			X

BREAKROOMS / COFFEE STATIONS	Z-3/WK	WKLY	MTHLY
Trash containers - Empty containers and wipe before relining.	X		
Wipe wall behind garbage can.	X		
Recycling - Handle recycling per client's instructions.	X		
Stocking - Towels and hand-soap. (To be furnished by Client)	X		
Sinks - wash with non-abrasive cleaner and disinfect.	X		
Bright Work - Clean and polish.	X		
Microwave - Clean inside and out, making sure to disinfect all touch surfaces.	X		
Refrigerator - Clean and disinfect front and handles.	X		
Countertops and cabinets - Clean and disinfect exposed surfaces and	X		
Tables and chairs - Clean and disinfect exposed surfaces.	X		
Hard floors - Sweep and damp mop with neutral cleaner.	X		
Countertops - Pull items out, clean, and disinfect behind easily movable		X	
Wall surfaces around light switches - spot clean		X	
ELEVATORS / STAIRWELLS	Z-3/WK	WKLY	MTHLY
Elevator - Vacuum or damp mop floors.	X		
Elevator - Wipe clean and polish doors and walls.	X		
Elevator - Vacuum door tracks.	X		
Stairwells - Steps and landings - spot sweep or vacuum.	X		
Stairwells - Clean and disinfect handrails.	X		
Stairwells - Dust ledges.		X	



ANNUAL SERVICES

Carpet Cleaning Services

- Library/Civic Center
- Police Department
- Transit Office
- Public Works

Upholstery Cleaning Services

- Library/Civic Center (all public furniture)

Interior/Exterior Window Cleaning Services

- Library/Civic Center
- Police Department
- Waste Water Treatment Center (Main Bldg. only)



Exhibit C ADDITIONAL SERVICES

Janitorial Services	\$60 per hour
Construction Cleanup Services	\$85 per hour
HAZMAT Cleanup Services	\$95 per hour
Window Cleaning Services	\$75 per hour
Floor Strip and Wax - \$0.46 per square foot	\$250 minimum
Carpet Care Services - \$0.18 per square foot	\$250 minimum
Tile Maintenance \$1.60 per sq. foot	\$250 minimum
General Maintenance/Construction Services	\$85 per hour
Lighting Repair/Electrical Services by Licensed Electrician	priced per bid
HVAC Maintenance (scheduled filter replacements, oil & belt checks, etc.)	priced per bid
HVAC Repair (troubleshooting & repair services)	priced per bid
Major Plumbing Repair by Licensed Journeyman Plumber	priced per bid
Water Damage/Water Remediation Services	\$95 per hour
Water Damage/Water Extraction with truck mount unit	\$95 per hour
Landscaping Maintenance Services	\$85 per hour
Landscaping Installation/Project Services	\$85 per hour
Irrigation Installation and Repair Services	\$95 per hour
Pressure Washing with water reclamation	\$95 per hour
Snow Removal Services – pricing available by request	

Prices are subject to change at Contractor's discretion. Any Additional Services will be billed at a 2-hour minimum. Any emergency call-out (including after hours and holidays) will be billed at 1 ½ time's general hourly rate plus a \$75 emergency call out fee. Regular business hours are Monday through Friday, 8:00 am until 5:00 pm. Holidays Observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 4th day of October, 2023 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1612 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 5th day of October, 2023, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 18th day of October, 2023.

Maya Benham

Maya Benham, City Recorder

Subscribed and sworn to before me this 23 day of October, 2023.

[Signature]

Notary Public for Oregon
My Commission Expires:

