

**CONTRACT FOR JANITORIAL SERVICES
SMALL WORK ROSTER**

Between:

Services:

Commencing:

Terminating:

Amount:

THIS AGREEMENT, made and entered [DATE] by and between the **Town of Friday Harbor**, a Washington municipal corporation (the "Town") and **CONTRACTOR NAME**, a [REDACTED] corporation, (the "Contractor").

RECITALS

WHEREAS, the Town desires to contract with the Contractor to provide janitorial services for the public restroom located at 245 Sunshine Alley; and

WHEREAS, pursuant to the invitation of the Town, the Contractor filed a proposal to perform the above mentioned work; and

WHEREAS, the Town has determined that the Contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this contract, the parties agree as follows:

1. Scope of Work to be performed. The Contractor shall obtain all permits and/or licenses, secure the needed equipment, and provide the necessary services, in accordance with and as described in the attached scope of work, and shall perform any alterations in or additions to the work as provided under this contract. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for completing the work provided for in this contract, unless otherwise specified in the attached scope of work (**Attachment A**). The Contractor may perform the services by any reasonable means, and shall not be responsible for delays in performance beyond its control.

2. Contract Documents. The contract between the parties includes this contract, along with the attached scope of work (Attachment A), project quote (Attachment B), Certificate of Insurance (Attachment C), proof of Town of Friday Harbor business license (Attachment D), and copy of state contractor's business license and UBI number (Attachment E), which are hereby incorporated by reference and made a part of this contract as if set forth in full, and shall be referred to herein as the "Contract Documents".

3. Town Responsibility/Payment. The Town hereby promises and agrees to retain the Contractor to do and cause to be done the described work according to the attached scope of work under the terms and conditions contained in this contract. The Town agrees to pay the Contractor for the actual work completed according to the attached project quote. Payments may be adjusted in the event of any reduction in the level of service. Such payments will be negotiated between the Town and Contractor prior to payment.

4. Time of Performance/Term of Contract. This agreement shall be in effect for one year, commencing upon execution of this agreement, with two (2) options to renew in increments of one year at the discretion of the Town. If options are exercised, reasonable price adjustments may be considered on the anniversary date of the contract. Any price/rate change shall take effect on the date set in a written amendment to this agreement.

5. Warranties/Guaranty.

5.1. The Contractor warrants to the Town that the work will conform to the requirements of the Contract Documents, and shall be workmanlike in performance.

5.2. The Contractor for him/herself, and for his/her heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor. Contractor shall be responsible for, and shall indemnify and hold the Town harmless from any damage or expense by reason of improper or negligent performance in fulfilling the contract terms.

6. Changes. Changes in the scope of work (supplemental services) to be performed and/or in the amount of the fee schedule may be accomplished only by a written document, signed by the Contractor and the Town. The price stated in this agreement is based upon the service area and frequency of services described in the attached specifications. If there is any change in such area or services, the Town and Contractor agree to negotiate a reasonable price adjustment.

7. Insurance. The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Minimum coverage limits shall meet policy requirements adopted per Resolution No. 2252 attached hereto as Attachment F. The Contractor shall provide a Certificate of Insurance evidencing:

Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

Any payment of deductible or self insured retention shall be the sole responsibility of the Contractor. The Town shall be named as an additional insured on the insurance policy. The Contractor's insurance shall be primary insurance as respect the Town and the Town shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. Prevailing Wages. Pursuant to RCW Chapter 39.12.040, prior to payment by the Town, the Contractor must submit - on behalf of itself and each and every subcontractor – a “Statement of Intent to Pay Prevailing Wages,” which must be approved by the Department of Labor and Industries prior to its submission.

9. Town Business License Required. The Contractor must obtain a Town of Friday Harbor Business License before any payment under the contract can be made.

10. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the Town, which consent may be withheld by the Town in its sole subjective discretion for any cause whatsoever.

11. Applicable Law; Venue. This contract shall be subject to, and the Contractor shall at all times comply with, all applicable state and local laws, regulations, rules and provisions of the Town of Friday Harbor Municipal Code and ordinances of the Town of Friday Harbor. Venue for any action hereunder shall be exclusively in San Juan County.

12. Termination. This contract can be terminated by either party upon default in performance of the other party, if such default is not cured within ten (10) days of notice thereof, and upon notification of intent to terminate this contract in writing thirty (30) days prior to the date of termination. In case of default, the non-defaulting party shall have any and all remedies available to it in law or equity.

13. Notices. Any notice required by this contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO TOWN:	TO CONTRACTOR:
Town of Friday Harbor Attn: Town Administrator PO Box 219 Friday Harbor, WA 98250 Telephone (360) 378 - 2810	

14. Indemnity and Hold Harmless. The Contractor shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this contract, EXCEPT for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this contract is Subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

15. Independent Contractor. For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee of the Town.

16. Waiver. Waiver by the Town of any breach of any term or condition of this contract shall not be construed as a waiver of any other breach.

17. Attorney's Fees. In the event any action is brought by either party to enforce the terms of this contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney's fees and expert witness fees, and costs and disbursements incurred by such party.

18. Entire Contract. This contract, together with all Contract Documents referred to herein, constitutes the entire agreement between the parties hereto.

19. Binding Effect. This contract shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

20. Modification. No modification of this contract shall be of any force or effect, unless in writing signed by the parties.

21. Severability. If any provision of this contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in full force and effect.

22. Corporate Authority. If a corporation, each individual executing this contract is duly authorized to execute and deliver this contract on behalf of the corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the By Laws of said corporation, and that this contract is binding upon the corporation in accordance with its terms. A certified copy of such resolution shall be furnished to the Town within ten (10) days of the date of the execution of this contract.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the day and year first written above.

TOWN OF FRIDAY HARBOR:

CONTRACTOR:

Carrie Lacher, Mayor

DATE:

Contact Person, Title

DATE:

Scope of Work**Exhibit A**

These specifications establish the minimum acceptable standards for the cleaning of Sunshine Alley Restrooms. The Contractor shall be solely responsible for the means, methods, techniques and procedures used to perform the required work.

General:

The Contractor shall be responsible for notifying the Town immediately of any problems encountered or observed while cleaning that require the Town's attention or maintenance, ie: burnout/missing light bulbs, electrical, mechanical and plumbing problems, loose/missing fixtures, vandalism, etc.

Any lost and found items discovered during the cleaning process shall be turned in to the Town.

Keys provided must be accounted for at all times. Lost keys shall be reported to the Town immediately upon discovery and under no circumstances shall duplicate keys be made by anyone other than Town staff.

Storage:

No on-site storage will be provided for Contractor-owned supplies, materials or equipment without prior approval of the Town.

Damage Prevention:

No materials, supplies or equipment are to be used that are/could be damaging to the surfaces to which they are applied or exposed. The Contractor shall be responsible for repairing/replacing any damage done to the facility due to negligence on the part of the Contractor.

Scouring powders, steel wool and other abrasives shall be used only when absolutely necessary. Abrasives must not be used on glass or mirrored surfaces. Additionally, cleaning agents:

- shall be labeled appropriately;
- shall be no stronger than necessary;
- shall be applied only long enough to loosen dirt;
- shall be rinsed from surfaces with clear water;
- shall not be spilled on surfaces that are not to be cleaned.

Waste Disposal:

Waste shall be put in Town-furnished trash bags and disposed of at least once daily in the dumpster provided by the Town. The Contractor will ensure that the dumpster is locked upon completion of each service. The Contractor shall notify the Town if the dumpster requires additional service by the Refuse Department.

Materials/Supplies/Equipment:

The Town will furnish all basic cleaning equipment, industrial paper towels, cleaning agents, trash bags, and consumables such as hand soap and paper products. Restocking of equipment, supplies and consumables will be coordinated with the Town Maintenance Department. The Contractor is responsible for any equipment owned by the Contractor. The Contractor is responsible for washing of cloth rags or similar items that may be furnished by the Contractor. The Contractor will ensure that Town-owned equipment, including mop and broom heads, are cleaned and neatly stored in the Utility Area. The Contractor shall ensure that the Utility Area is clean, safe, orderly and locked after each use.

Service Schedule:

SERVICE SCHEDULE:

TYPE A SERVICE (MONDAY THROUGH SUNDAY AT OR AFTER 8:00 PM)

1. Clean and sanitize all toilets and urinals inside and outside.
2. Clean and sanitize sinks and countertops. Wipe away water marks.
3. Clean and polish mirrors.
4. Clean all soap dispensers. (Wipe and rinse excess soap off the fixture.) Refill if needed.
5. Spot clean restroom walls, partitions and doors.
6. Clean and sanitize door handles, partition locks, light switches and fixtures where consumables are kept.
7. Restock consumable products (liners, paper towels, toilet paper, urinal cakes, etc.)
8. Sweep, mop and sanitize all floors.
9. Sweep outdoor stoop and mats.
10. Empty and reline sanitary napkin receptacles.
11. Empty and reline trash receptacles.
12. Check for inventory that needs to be replenished. (Inventory sheet provided.)
13. Check inside lights and functions of all equipment and fixtures. Report deficiencies to Town Hall.
14. Inspect interior and exterior of building for damage or vandalism. Report deficiencies to Town Hall.
15. Secure and lock building at 8:00 p.m., unless scheduled for a Type D Service.

TYPE B SERVICE (WEEKENDS AND HOLIDAYS)

1. Unlock restrooms at 8:00 a.m. on Saturdays, Sundays and Holidays.

Note:

- Town Staff opens the restrooms for public use Monday through Friday by 8:00 a.m.
- The Contractor opens the restrooms for public use each Saturday and Sunday by 8:00 a.m. Upon mutual agreement, the Town and Contractor may arrange for alternate coverage.
- The Contractor opens the restrooms for public use on the following federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving and Christmas. Upon mutual agreement, the Town and Contractor may arrange for alternate coverage.

TYPE C SERVICE (SATURDAY, SUNDAY & "TYPE B" HOLIDAYS BETWEEN 11 AM & 2 PM)

1. Clean and sanitize toilets and urinals inside and outside, as needed. (ie: the presence of noticeable smells or visible fluid or waste.)
2. Clean and sanitize sinks and countertops. Wipe away watermarks.
3. Spot clean restroom walls and partitions, if needed.
4. Clean watermarks off mirrors.
5. Restock consumable products (liners, paper towels, toilet paper, urinal cakes, etc.)
6. Refill soap dispensers, if needed. Clean dispensers between refills.
7. Dust mop and spot clean floor.
8. Empty and reline sanitary napkin receptacles.
9. Empty and reline trash, if needed.

Note: Upon mutual agreement, the Contractor may be scheduled for additional Type C services on a weekday.

TYPE D SERVICE (SERVICE FEE FOR UNSCHEDULED SERVICE)

1. From time to time, Town Staff may be unavailable to open the restrooms by 8:00 a.m. on a weekday. The Town may occasionally request that the Contractor open the restrooms for public use outside of the Type B schedule. If the Contractor is available to perform said service, the Town shall compensate each (non-holiday) weekday opening by the Contractor as a Type D service, plus a Type B service, in addition to other daily services provided.
2. From time to time, Town Staff may be unavailable to tidy the restroom on a weekday afternoon. The Town may occasionally request that the Contractor tidy the restrooms outside of the Type C schedule. If the Contractor is available to perform said service, the Town shall compensate each occurrence as a Type D service, plus a Type C service, in addition to the other daily services provided.
3. From time to time, community events warrant that the restrooms remain open for public use until 10:00 p.m. The Town may occasionally request that the Contractor close the restrooms outside of the Type A schedule. If the Contractor is available to perform said service, the Town shall compensate each occurrence as a Type D service, plus a Type A service, in addition to other daily services provided.

Note: Town is offering the Type D service as an incentive for the Contractor to perform services not scheduled through the contract. Bid Type D services as if it were a service fee in addition to Type A – C services.

Example 1: Town requests that ABC Cleaning open the restroom on a Tuesday. ABC Cleaning's invoice will reflect (1) Type D service for unscheduled service; (1) Type B service for opening the restroom at 8:00 a.m. on a weekday; and (1) Type A service for cleaning and restocking the restroom in the evening.

*Example 2: Town requests that ABC Cleaning perform an additional Type C service and close the restroom at **10:00 p.m. on Tuesday, July 4th (Holiday)**. ABC Cleaning's invoice will reflect (2) Type D services for unscheduled service [additional cleaning and closing at 10:00 p.m.]; (1) Type B service for opening the restroom at 8:00 a.m. on a holiday; (2) Type C services for tidying and restocking the restroom twice in the afternoon; and (1) Type A service for cleaning and restocking the restroom in the evening.*

TYPE E SERVICE (ANTICIPATED QUARTERLY)

1. Empty, sanitize, polish front and re-line all waste receptacles.
2. Clean and sanitize all restroom surfaces from ceiling to floor.
3. Clean and sanitize walls, floors and fixtures in the utility area.
4. Clean windows inside and out.

Additional Services:

The restroom has a high level of usage during peak season months. The Town will coordinate with the Contractor for additional services as needed or recommended by the Town Maintenance Department and Contractor.

Unsatisfactory Performance:

The Town shall perform random inspections and shall be the sole judge in determining compliance with the specifications. Should the Town consider the level of service unsatisfactory at any time during the term of this contract, the Town will immediately contact the Contractor and the Contractor will have a reasonable amount of time to take corrective actions. Should the Contractor neglect or refuse to remedy the situation within the allotted time, the Town reserves the right to take corrective action and deduct the cost from the Contractor's invoice.

[INSERT SUBMITTED BID FORM: SUNSHINE ALLEY PUBLIC RESTROOM CLEANING PROPOSAL]

Town of Friday Harbor
 60 Second Street
 PO Box 219
 Friday Harbor, WA 98250
 (360) 378 - 2810

- The Undersigned hereby certifies that the unit prices proposed are effective September _____, 2017 and shall remain in effect for ninety (90) days.
- The Undersigned hereby certifies that the unit prices contain all necessary fees for services, including wages and employer-paid taxes, but excluding Washington State Sales Tax.
- The Undersigned hereby certifies that they have read the requirements and specifications, thoroughly understand the same and propose as follows to meet or exceed the specifications.
- The Undersigned hereby certifies that they understand that the Contract for Services, including Scope of Services, attached to this proposal are made part of this proposal.

SERVICES FOR BID

Type A Unit cost for each service visit \$ _____ excluding Washington sales tax
 Type B Unit cost for each service visit \$ _____ excluding Washington sales tax
 Type C Unit cost for each service visit \$ _____ excluding Washington sales tax
 Type D Unit cost for each service visit \$ _____ excluding Washington sales tax

Company name	Business Phone
Email address	Cell Phone
Mailing address	
Street address	
City / State / Zip	
Authorized Signature	
Printed name and title of above signature	