

**CITY OF FIFE
2013 JANITORIAL SERVICES CONTRACT**

1. Date and Parties.

This contract, for reference purposes only, is dated the 11th of December, 2012 and is entered into by and between the City of Fife, herein referred to as the City, and All Bright Floor Care, Inc., dba Pro Team Janitorial, herein referred to as Contractor.

2. Scope of Work.

The Contractor shall provide janitorial services for the City of Fife City Hall, Fife Community Center, Fife Swim Center, Criminal Justice Center/Police Department, and Public Works Office & Shop, per the attached Scope of Work.

3. Term.

The period of the Contract shall be for a period of one year from January 1, 2012 and thereafter from year to year, subject to the termination provisions set forth in Section 6.

4. Services to be Provided.

The Contractor shall perform the services listed in the Scope of Work, attached hereto as Exhibit A and by reference incorporated herein. The Contractor shall provide all equipment and supplies necessary to perform said services except for those supplies listed in the attached exhibits, which shall be supplied by the City.

5. Quality of Service.

The services shall be provided at such times as to not interrupt City operations and interrupt service to the public. The frequency of service shall be as set forth in the attached exhibits.

6. Termination.

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure of Contractor to perform any of the terms and conditions contained in this agreement. Failure of the Contractor to adequately clean the facility, in the judgment of the City, is cause for immediate termination of this contract. If the City terminates this contract for cause, then the Contractor shall be liable to the City for the actual costs to the City of finding substitute janitorial service, not to exceed 60 % of the monthly contract price. In addition to the foregoing right of termination, either party may terminate this contract at the end of the yearly term, with or without cause, by giving the other party written notice of termination at least thirty (30) days prior to the end of such yearly term.

7. Contract Price.

Contractor shall be paid Three Thousand Five Hundred Ninety and 57/100 Dollars (\$3590.57), payable in the month following the month in which services are provided. Daily rates for other on -call services will be as proposed by the Contractor in their

Proposal bid sheets (attached hereto as Exhibit B). "Straight time," is defined by the prevailing wage for janitors as set forth in WAC296 -127 -023.

8. 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, their agents, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by this contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance covering all owned, non- owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit, Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products - completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- 1) The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- 2) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Insurance is to be placed with insurers with a current A.M. Best rating of

not less than A:VII.

F. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

G. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request by the City, the Contractor shall provide evidence of such insurance.

H. Each employee shall be bonded for \$25,000, said bond to be provided to the City prior to the commencement of the contract term.

I. Failure to have the bond or insurance in effect at all times during the contract term shall be grounds for terminating the contract. If the contract is terminated for this reason, the City shall be entitled to recover from the Contractor the costs set forth in paragraph 6 above.

9. Contact Persons, Notice.

Any notice to be provided under this Contract shall be provided to the following persons at the following addresses. Notice will be sent via certified mail, return receipt requested. Notices will be deemed to have been received three (3) days following deposit in the U.S. Mail,

A. The contact person for the Contractor shall be Linda Allbright, Owner, who can be contacted as follows:

All Bright Floor Care, Inc.
2402 92nd Ave. West
Edmonds, WA 98020-6530
253 238-1776 (Tacoma)

B. The contact person for the City shall be Russell Blount, Public Works Director, who can be contacted as follows:

City of Fife Public Works
5411 23rd Street East
Fife, WA 98424
Telephone (253) 922 -2489

C. Either party may change the designated contact person, address, or phone number by sending the change in writing via certified mail, return receipt requested, to the other party at the address listed above.

10. Background Checks.

No person shall be allowed to perform work for the Contractor at any City facility until such time as the person has successfully passed a background check to be conducted by the Fife Police Department. The City shall, in its sole discretion, determine whether a person has passed the background check. The Contractor shall provide the City with the full legal name, date of birth, social security number, and driver's license number for every person the Contractor intends to employ to perform services in City facilities. No person shall work in any City facility until the contractor has been notified the person

has passed the background check. The terms of this Section apply after the date of execution of this Contract.

11. Prevailing Wages.

The Contractor shall pay prevailing wages and provide proof of payment to the City. The Contractor shall also post notice of prevailing wage per RCW 39.12.020.

12. Payment for Services.

The City shall pay for services by the last day of the month following the month in which the service is performed. The Contractor shall invoice the City by the 5th day of the month following the month that service was rendered.

13. Changes in Scope of Work/Contract Price.

The contract price is based upon the service area and frequency of services in the attached Scope of Work. During the term of this contract, the City shall have the option to increase or decrease the amount of services provided under this contract. The contract rate for such increase or decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon thirty (30) days written notice may terminate the contract. The City Manager is authorized to negotiate changes in contract price without obtaining Council approval.

14. Holidays.

Contractor is not obligated, except for the Police Department facilities located in the Criminal Justice Center, to perform services on the following days: New Year's Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Services performed on a holiday falling on the 6th or 7th day of the work week shall be subject to an additional charge of one (1) full day at straight time, as reflected in WAC 296 - 127 -023.

15. Indemnification.

The Contractor shall defend, indemnify and hold the City, 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 City. 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 City, 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 this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this contract.

16. Conformance With Legal Obligations.

The City agrees to keep its facilities in a safe condition and in conformance with Federal, State and Local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor from loss and liability (including reasonable attorney's fees) caused by the City's failure to do so.

17. Discrimination and Compliance with Laws.

A. Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Paragraph 17 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for the City.

18. Assigning or Subcontracting.

Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

19. Independent Contractor.

A. The parties intend that an independent contractor relationship will be created by this Contract. The City will not exercise control and direction over the work of the Contractor, and is interested primarily in the results to be achieved. Subject to paragraphs and attached exhibits, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the Contractor shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

20. Jurisdiction and Venue.

This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement

of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

21. Attorney's Fees.

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

22. Entire Agreement.

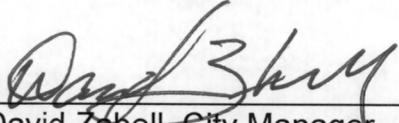
This agreement embodies the entire agreement between the parties with regards to the subject matter. There are no other agreements express or implied, written or verbal.

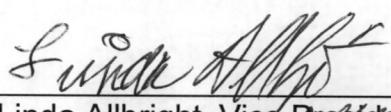
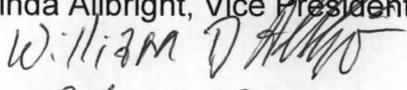
23. Authority to Sign.

Linda Allbright, Vice President, is a representative of Contractor, and thus has the authority to sign this agreement. At a public meeting held on December 11, 2012, the Fife City Council authorized the City Manager of Fife to execute this agreement on behalf of the City.

CITY OF FIFE, WASHINGTON

ALL BRIGHT FLOOR CARE, INC.

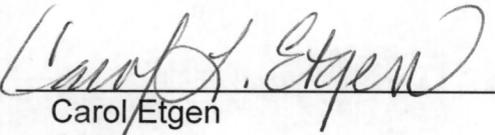
By: 
David Zabell, City Manager

By: 
Linda Allbright, Vice President


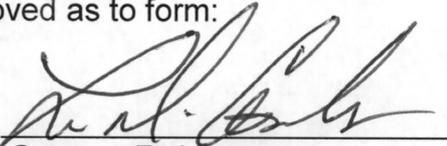
Date: 12/11/2012

Date: 12/12/12

Attest:

By: 
Carol Etgen
City Clerk

Approved as to form:

By: 
Gregory F. Amann
Assistant City Attorney

City of Fife Janitorial Price Sheet

					Criminal Justice Center			
	City Hall	Community Center	Swim Center	Public Works	Municipal Court	Police Department	Wellness Room	Total/Month ALL Buildings
Square Footage (SF)	9,888	7,341	2,450	2,650	5,223	2,976	576	31,104
Cleanable Carpet SF	7,750	2,560	400	1,750	3,815	2,218	576	19,069
Cleanable Hard Surface SF	2,138	4,781	1,950	900	1,408	758	-	11,935
Standard Monthly Cleaning Cost	\$ 719.76	\$ 740.13	\$ 852.15	\$ 293.25	\$ 591.55	\$ 365.06	\$ 28.67	\$ 3590.57
Community Center Only - Breakout Cost - Exterior Window Cleaning inside & out, 4x year - annual cost		\$45 x 4 ANNUAL \$ 180.00						
Community Center Only - Breakout Cost - Nightly set-up of tables and chairs - monthly cost		* \$15 hr \$						

* since we don't know how many tables + chairs a monthly price is difficult. I am bidding \$15 per hr. with one hr. minimum. In our other Sr. Comm. Centers it requires 2 people because the tables are heavy.

EXHIBIT
" B "

REVISED SCOPE OF WORK – EXHIBIT A TO CONTRACT
(incorporating emailed changes/clarifications dated 11/30/2012)

BUILDING LOCATIONS /SERVICE REQUIREMENTS

Fife City Hall – 5411-23rd Street East, Fife, WA 98424 – 9,888 Square Feet, 5 days per week, Monday through Friday from 5:00 PM to 6:00 AM. (Work in certain areas will be restricted when evening meetings are taking place.) Approximate employee count 24, plus 7-8 shared phones/workstations.

- Four bathrooms – two urinals, six toilets, six sinks
- One kitchen – one sink, one stove, one microwave, one refrigerator
- One sink in Council Office
- One drinking fountain

Fife Community Center – 2111-54th Avenue East, Fife, WA 98424 – 7,341 Square Feet 6 days per week, Sunday through Friday from 9:00 PM (or later depending on use schedule) to 7:00 AM. Additional cleaning on Saturdays between multiple rentals is a possibility, and will be charged as a flat \$20/hour. Excessive cleanup needed after Saturday rentals is also a possibility and, when applicable, additional time spent cleaning above the routine allowance on Sundays will be charged as a flat \$20/hour. The flat \$20/hour rate will be in addition to the monthly bid amount. Approximate employee count four, plus several part-time and one vacant workstation, plus WIC room with two workstations.

- Four bathrooms – two urinals, seven toilets, six sinks
- One kitchen – six sinks, one stove (ONLY surface cleaning of grill and hood), one microwave, one refrigerator
- Two drinking fountains

Fife Swim Center – 5410-20th Street East, Fife, WA 98424 — 2,450 Square Feet of cleaning areas, 6 days per week, Sunday through Friday, from 9:30 PM -5:00 AM. Approximate employee count two, plus several part-time.

- Three locker rooms – men's, women's, staff
- Two family changing rooms – ceramic tiled
- Totals – two urinals, nine toilets, eight sinks, 19 shower heads
- Staff break room – one microwave, one refrigerator
- Two drinking fountains

Criminal Justice Building / Municipal Court – 3737 Pacific Highway East, Fife, WA 98424 – 5,223 Square Feet of cleaning areas, 5 days per week, Monday through Friday, from 6:00 PM to 6:00 AM. Approximate employee count 14.

- Five bathrooms – one urinal, six toilets, seven sinks
- Kitchen – one sink, one microwave, one refrigerator

Criminal Justice Building / Police Department – 3737 Pacific Highway East, Fife, WA 98424 – 2,976 Square Feet, 7 days per week, Monday through Sunday, from 6:00 PM to 6:00 AM. Approximate employee count 73 full and part-time, with many shared workstations.

- Three bathrooms – one urinal, four toilets, two sinks, two shower heads
- Kitchen/staff break areas – two sinks, one microwave, one refrigerator

Criminal Justice Building / Wellness Room – 3737 Pacific Highway East, Fife, WA 98424 – 576 Square Feet, 1 day per week, from 6:00 PM to 6:00 AM.

Fife Public Works – 3725 Pacific Highway East Fife, WA 98424 – 3,530 Square Feet, 5 days per week, Monday through Friday, from 5:00 PM-6:00 AM. Approximate employee count 12 in office areas.

- Four bathrooms – one urinal, four toilets, five sinks, 1 shower head
- Kitchen/Staff break areas – two sinks, one stove, two microwaves, three refrigerators

ADDITIONAL INFORMATION

- The City of Fife supplies all garbage liners, paper towels, hand soap, urinal supplies, toilet paper, and other basic supplies as needed. Supplies needed are communicated by using a janitorial log book at each location.
- The awarded janitorial company must supply vacuums and own cleaning supplies.
- The awarded janitorial company must apply for a City of Fife Business License.
- The awarded janitorial company must file a Statement of Intent to pay prevailing wages.

SPECIFIC INFORMATION

*Locations: City Hall
Community Center
Criminal Justice Building / Municipal Court and Police Department
Criminal Justice Building / Wellness Room – see weekly schedule only
Public Works*

NIGHTLY CLEANING SCHEDULE

- Dust horizontal surfaces of desks, tables, chairs, windowsills, pictures and all permanent office furnishings using microfiber towels.
- Spot clean horizontal surfaces for removal of spillage, marks, and coffee rings.
- Empty all trash receptacles and remove trash to a collection point and recycle all items in recycle receptacles located outside the facilities.
- Vacuum all carpeted areas.
- Spot clean carpets for spots or spills.
- Clean, polish, and sanitize drinking fountains, water coolers and sinks.
- Clean fingerprints and smudges from both sides of entrance glass.
- Sweep all hard floor surfaces with microfiber dust mops.
- Wash all hard floor surfaces to remove stains or spillage.
- All walk off mats to be vacuumed.
- Remove any debris off the ground, empty trash and ash trays at all entry doors of each building.
- Dust office windowsills.
- Spot clean walls.
- Spot clean relight glass.
- Vacuum stairwells.
- Arrange furniture to an orderly fashion.
- Clean and disinfect pass through trays.
- Wipe down cupboard faces and cabinetry.
- Maintain janitorial closets in all facilities.
- Specific for the Criminal Justice Building / Municipal Court
 - Wipe down/disinfect the bench seating in the lobby.
 - Wipe down/disinfect the public counters located in the lobby.
- Specific for the Community Center
 - Baby changer cleaned with disinfectant.
 - Exit push bars cleaned.
 - Deep clean kitchen floors, sinks and counters, excluding the stove, on Monday, Wednesday, Friday and after any rentals on the weekends.
 - Set up all tables and chairs after nightly cleaning per the janitorial set up book. **Please Note — bid should include a separate cost for setting up tables and chairs, which will determine if we include it in the contract.**

RESTROOMS

- Empty trash receptacles and wash if necessary.
- Empty sanitary napkin receptacle and wipe outside clean, using disinfectant.
- Clean and polish dispensers, mirrors, and fixtures.
- Clean and disinfect wash basins, toilets, and top and bottom of seats and urinals.
- Bathroom door knobs cleaned.
- Spot clean walls and partitions.
- Dust tops of partitions.
- Restock all paper products and hand soap.
- Sweep and mop restroom floors using microfiber technology.

WEEKLY CLEANING SCHEDULE

- Dust all vertical office furniture surfaces, including desks, tables, chairs, file cabinets, etc...
- Disinfect telephones and bases of telephones.
- Clean the stove.
- Clean the inside of microwave ovens.
- Wash clean relight glass.
- Detail edge vacuum wall to wall including corners and edges.
- Disinfect door knobs and handles throughout the facility.
- Disinfect area around bathroom door knobs.
- Spot clean waste receptacles if needed.
- Vacuum upholstered furniture.
- Damp mop chair mats.
- Specific to Wellness Room
 - Vacuum and empty trash.
 - Clean mirror and window.
 - Wipe door knob and surrounding area.

MONTHLY CLEANING SCHEDULE

- High dusting, which includes air vents, doorsills, lighting fixtures, ceiling corners and edges.
- Dust baseboards throughout the facility.
- Polish office furniture with furniture polish.
- Dust mini blinds.
- Polish bright work, including push plates and kick plates.
- Toilets, sinks and urinals to be de-scaled.
- Low dust (including base of chairs).
- Specific to Community Center
 - Wash out garbage cans used in rental areas.
- Specific to Public Works
 - Clean shower in locker room bathroom.

QUARTERLY CLEANING SCHEDULE

- Extract all carpets.
- Scrub and wax vinyl floor surfaces.
- Specific for the Community Center
 - Deep clean the kitchen. To include front of kitchen, stove top and front of stove, fronts of cupboards, and steam-clean floor.
 - Exterior windows cleaned, inside and out. **Please Note — bid should include a separate cost for this item, which will determine if we include it in the contract.**

ANNUAL CLEANING SCHEDULE

- Strip and wax vinyl floor surfaces.
- Specific for the Community Center
 - Deep clean after extended closure for construction and/or maintenance purposes.

Locations: Fife Swim Center

NIGHTLY CLEANING SCHEDULE

Locker Rooms & Changing Rooms Only

- Empty trash receptacles and wash if necessary.
- Empty sanitary napkin receptacle and wipe outside clean, using disinfectant.
- Clean and polish dispensers, mirrors, and fixtures.
- Clean and disinfect wash basins, toilets, and top and bottom of seats and urinals.
- Spot clean walls and partitions.
- Dust tops of partitions.
- Restock all paper products and hand soap.
- Sweep and mop restroom floors using microfiber technology.
- Hose and disinfect floors (locker rooms only, mop family changing rooms).
- Mop lobby.
- Clean all floor drains.
- Clean all sinks and showers.

WEEKLY CLEANING SCHEDULE

Locker Rooms, Staff Changing Room, Lobby, & Staff Office

- Dust all vertical surfaces of office furniture, including desks, tables, chairs, file cabinets, etc.
- Detail edge vacuum wall to wall including corners and edges.
- Disinfect door knobs and handles throughout the facility.
- Clean and polish drinking fountains.
- Remove trash.

MONTHLY CLEANING SCHEDULE

Locker Rooms, Staff Changing Room, Lobby, & Staff Office

- High dusting, which includes air vents, doorsills, lighting fixtures, ceiling corners and edges.
- Dust mini blinds.
- Polish bright work, including push plates and kick plates.
- Toilets, sinks and urinals to be de-scaled.
- Wipe out all lockers.
- Clean janitorial closets.
- Dust all light fixtures.
- Vacuum vents.

QUARTERLY CLEANING SCHEDULE

- Dust desks and windowsills in back offices.
- Pressure wash locker room floors

ANNUAL CLEANING SCHEDULE

- Shampoo all carpets.

City of Fife Janitorial Price Sheet

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EXHIBIT
" B "