

**RESOLUTION NO. 1528**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER AN AGEEMENT WITH ALL BRIGHT FLOOR CARE, INC. FOR JANITORIAL SERVICES

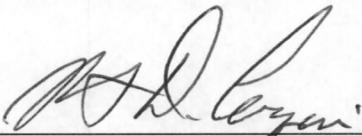
WHEREAS, The City advertised for competitive bids for janitorial services in November 2012; and

WHEREAS, in accordance with the bid advertisement the City conducted a walk-through with prospective bidders of all City facilities for which services will be provided and opened bids on December 4, 2012; and

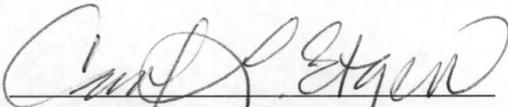
WHEREAS, a total of 6 bids were received, and All Bright Floor Care, Inc., dba Pro Team Janitorial was deemed to be the lowest responsive bidder; now, therefore

BE IT RESOLVED that the City Manager is authorized and directed to execute on behalf of the City, an agreement for janitorial services with All Bright Floor Care, Inc., dba Pro Team Janitorial, in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 11th day of December 2012.

  
\_\_\_\_\_  
Robert D. Cerqui, Mayor

Attest:

  
\_\_\_\_\_  
Carol Etgen, City Clerk

**CITY OF FIFE  
2013 JANITORIAL SERVICES CONTRACT**

1. Date and Parties.

This contract, for reference purposes only, is dated the \_\_\_\_\_ 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 92<sup>nd</sup> 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: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Carol Etgen  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney