

JANITORIAL SERVICES CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2019
by and between the City of Okanogan, hereinafter called the CITY, and
_____, hereinafter called the CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the CITY desires to engage the contractor to perform certain tasks hereinafter set forth,

NOW, THEREFORE, in consideration of the covenants, conditions, and promises hereinafter contained, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

- 1) This contract shall be effective for the period March 01, 2019 through March 01, 2021.
- 2) The CITY shall pay the CONTRACTOR the sum of _____ **per year** for the services to be provided as set forth in Paragraph 3 below. Said payment shall be divided in twelve monthly payments of \$_____ each, and will be payable after services are rendered and after the first monthly meeting of the Council.
- 3) The CONTRACTOR shall be responsible for all phases of janitorial services for the Okanogan City Hall and Okanogan Public Library, including but not necessarily limited to:

Every Two Weeks: City Hall Office and Council Chambers, and Hallways and Entrances Only:

Empty all wastebaskets and dispose of contents as directed. Vacuum all carpeted areas; sweep all other floors. Dust and/or wipe down all surfaces, furniture, and windowsills. Clean and service restrooms by washing and scouring washbasins, toilet bowl, urinals and fixtures, toilet seats, mirrors and cabinets. Restock soap, paper towels, and toilet paper. Clean entryway doors from fingerprints and other debris. Damp mop floors in restrooms and high traffic areas as needed.

One Time Each Week: Okanogan Public Library, Hallways and Entrances Only:

Clean and service restrooms by washing and scouring washbasins, toilet bowls, urinals and fixtures, toilet seats, mirrors and cabinets. Restock soap, paper towels, and toilet paper. Clean entryway doors from fingerprints and/or other debris. Empty all wastebaskets and dispose of contents as directed.

Vacuum all carpeted areas; sweep all other floors, dust and/or wipe down all surfaces, furniture, and windowsills.

Damp mop floors in restrooms and high traffic areas as needed. Spot clean carpet as needed. Dust blinds and light fixtures.

Twice Yearly: City Hall Office, Council Chambers, Okanogan Public Library, Hallways, and Entrances **ONLY:** Shampoo Carpets. All other floors stripped of wax, black scuff marks removed, and floors re-glued and waxed. Wash all windows inside and outside in spring and fall.

Year One Only: Wastewater Treatment Plant Offices: Shampoo carpets.

The CONTRACTOR shall be responsible for necessary equipment and shall be responsible for providing all supplies needed such as, but not limited to, cleaners, waxes, trash can liners, etc. CONTRACTOR shall provide all paper products, i.e. multi-fold and rolled towels, toilet paper, hand soap for restrooms, and dish soap for the lunchroom, etc.

The CONTRACTOR shall be responsible for their own records and agrees to pay all wages and taxes due to and for employees that have been hired, i.e., FICA, L&I, etc.

4) The CONTRACTOR agrees to maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workman's Compensation Act or employer's liability laws, and to maintain liability insurance with minimum limits of \$250,000 from any and all claims of whatsoever kind or nature for the damage to property, or for personal injury, including death, made by anyone whomsoever that may arise from operations carried out under this contract, either by the CONTRACTOR, his agents or employees, or by anyone directly or indirectly engaged or employed by him. In addition, the CONTRACTOR agrees to provide the CITY with certificates evidencing the required coverage before CONTRACTOR begins work hereunder.

5) The work and services provided for herein shall be performed by the CONTRACTOR or his bonded employees and no other firm or subcontractor shall be engaged to perform such services without the express written permission of the City, provided that this provision shall not apply to clerical and/or similar incidental services needed by the CONTRACTOR to assist in the performance of this agreement. In the event that any portion of the services to be provided under this contract are provided by a Subcontractor, the Subcontractor must provide an approved Statement of Intent to Pay Prevailing Wages, and an approved Affidavit of Wages Paid for all work done by the Subcontractor.

6) The CITY's representative, for purposes of administering this contract, shall be the City Clerk-Treasurer.

7) The CONTRACTOR shall submit an approved Statement of Intent to Pay Prevailing Wages from the Department of Labor and Industries before beginning to provide services under this CONTRACT. CONTRACTOR shall submit an approved Affidavit of Wages Paid annually.

8) If, through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligation under this contract, or, if the CONTRACTOR shall violate any of the provisions of this agreement, the CITY shall thereupon have the right to terminate this contract upon the giving of seventy-two (72) hours written notice to the CONTRACTOR describing such defaults or violation. Provided, that the CITY shall pay the CONTRACTOR for all phases or portions of phases already completed under this contract.

9) The CONTRACTOR shall not be deemed to be an employee of the CITY.

10) The CITY's failure to insist upon strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, shall not constitute a waiver of any right under this contract.

11) The CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, and employees against any and all damages and claims resulting, or allegedly resulting, from the contractor's performance or lack of performance hereunder.

12) This contract shall be construed and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this contract shall be in Okanogan County, Washington.

13) In the event the any lawsuit is instituted regarding the enforcement or interpretation of this contract, the prevailing party shall be entitled to their reasonable attorney's fees and costs incurred, including arbitration and appeal.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this contract as of the day and year first-above written.

C O N T R A C T O R:

CITY OF OKANOGAN,
A municipal corporation:

By: _____

Jon K. Culp, Mayor

P. O. Box 752

City of Okanogan, 98840

UBI No. _____

By: _____

Craig Attwood, City Clerk

TIN: _____