

## **Janitorial Services Contract**

**THIS JANITORIAL SERVICES CONTRACT** ("Contract") is made and entered into by and between the SNOHOMISH HEALTH DISTRICT, Washington, a Washington State municipal corporation ("District"), and Northwest Center, a Washington Corporation ("Contractor").

**WHEREAS**, the District has determined the need to have janitorial maintenance services performed for the Snohomish Health District office building located at 3020 Rucker Avenue, Everett, WA 98201; and

**WHEREAS**, the District desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary janitorial maintenance services, and

**WHEREAS**, the District has solicited bids through the MRSC Roster and has received and evaluated quotations/bid proposals, and has determined that Contractor is the most qualified responsible bidder; and

**WHEREAS**, the Contractor and the District desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

**NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the District and Contractor agree as follows:**

**1. Scope of Work—Term - Duration.**

A. The Contractor shall perform, carry out and complete the Janitorial Maintenance Services in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

B. Term-Duration.

The term of this contract shall be for 1 year from January 1, 2019 to December 31, 2019.

Prior to the expiration of the term of the contract or any renewals or extensions thereof, parties may, renew the contract for two (2) additional one (1) year terms upon the same terms and conditions.

**2. Contract Documents.**

The following documents are incorporated into the Contract by this reference:

- A. ☒ Scope of Work – “Check Off Sheet”
- B. ☒ Proposal/Bid Submittal (attached).
- C. ☐ Addenda (if any)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

**3. Commencement of Work.**

A. Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- B. Contract has been signed and fully executed by the parties.
- C. The Contractor has provided the District with the certificates of insurance required under Section 17.
- D. The Contractor has obtained a City of Everett Business License.
- E. The Contractor has provided the District with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the District's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the District shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

**4. Payment for Project.**

A. Compensation and Method of Payment. Payments shall be made by the District to the Contractor based on month-end billings. The District shall pay the Contractor for services rendered within thirty days after receipt of a billing invoice from the Contractor. The total amount to be paid shall not exceed \$6281.26 per month (including sales tax). The Contractor shall complete and provide the Department of the Treasury Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, to the District on or before the execution of this Agreement. All payments to Contractor include Washington State Sales Tax.

B. Payments shall be for Performance of Contract Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the District. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The District shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the District's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The District shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

F. Final Payment. The District shall not require a payment and performance bond. However, the parties agree that the District shall not make a Payment to the Contractor until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the District.

2. An Affidavit by the Contractor is on file with the District that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue, Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the District, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the District with proof that insurance required under Section 17 remains in effect.

G. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract.

H. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of District and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the District, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of District and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

**5. Termination of Contract.**

Either party may terminate this Contract upon ten (10) working days' written notice to the other party

**6. Status of Contractor.**

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the District. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of District employment nor shall claim against the District any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the District.

**7. Business License Required.**

The Contractor shall obtain a City of Everett Business License prior to commencement of work under this Contract.

**8. Work Ethic.**

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

**9. Job Safety.**

General Job Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

**10. Prevailing Wages.**

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Contract as required and in accordance with applicable law and/or regulations.

**11. Taxes and Assessments.**

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

**12. Nondiscrimination Provision.**

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the District in the future unless the Contractor demonstrate to the satisfaction of the District that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

**13. The Americans with Disabilities Act.**

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

**14. Compliance With Law.**

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**15. Contractor's Risk of Loss.**

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

**16. Indemnification and Hold Harmless.**

A. The Contractor shall indemnify, defend and hold the District, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the District shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the District or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the District for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the District and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. Should a court of competent jurisdiction determine that this Agreement 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 District, 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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

**17. Insurance.**

**A. Insurance Term.**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**B. No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District 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 at least as broad of coverage.

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

**D. Minimum Amounts of Insurance.**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**E. Public Entity Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

**F. Other Insurance Provisions.**

The Contractor's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with it.

**G. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**H. Verification of Coverage.**

The Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

**I. Contractor's Insurance for Other Losses.**

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned

or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

**J. Subcontractors.**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

**K. Waiver of Subrogation.**

The Contractor and the District waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

**L. Notice of Cancellation of Insurance.**

The Contractor shall provide the District and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**M. Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Contractor from the District.

**18. Assignment and Subcontractors.**

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the District.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the District and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.



D. The Contractor shall, before commencing any work, notify the District in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the District may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the District by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the District shall not constitute a waiver of any right of the District to reject defective work or work not in conformance with the contract documents. If the District, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the District.

**19. District Confidences and Security Checks.**

The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the District in each instance, the confidences of the District or any information regarding the District or services provided to the District. The Contractor will insure that each of its employees are aware of this covenant, and each employee agrees to keep District information confidential. Further, the Contractor agrees to provide verification to the District that all employees that perform work at the District's building have cleared a WSP background check and do not have any charges or convictions for crimes related to fraud or deceit. Additionally, the District has the right to refuse any employee of the Contractor access to the building.

**20. Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**21. Integration and Supersession.**

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this

Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

**22. Non-Waiver.**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

**23. Survival.**

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

**24. Contract Representatives and Notices.**

This Contract shall be administered for the District by the Insert Project Manager Name, and shall be administered for the Contractor by the Contractor's Contract Representative, Michael Leslie Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To District:

Jeff Ketchel  
Administrator  
Snohomish County Health District  
3020 Rucker Avenue Suite 306  
Everett Wa 98201  
Email: sfrederick@snohd.org  
Phone: 425-339-8687

To Contractor:

Contact: Michael Leslie  
Vice President  
Northwest Center  
7272 W Marginal Way S  
Seattle, WA 98108  
Email: mleslie@nwcenter.org  
Phone: 206-378-6363 or 206-963-3926 cell

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**25. Third Parties.**

The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

**26. Governing Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**27. Venue.**

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

**28. Attorney Fees**

Should either the District or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

**29. Authority**

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the District represents and warrants that he or she has been fully authorized by the District to execute this Contractor on its behalf and to legally bind the District to all the terms, performances and provisions of this Contractor.

**30. Counterparts.**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

**SNOHOMISH HEALTH DISTRICT**

**NORTHWEST CENTER**

By \_\_\_\_\_  
Jeff Ketchel, Administrator

By  12/13/18  
Ty Taylor

Approved as to form:

\_\_\_\_\_  
Grant K. Weed, District Attorney

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:

\_\_\_\_\_

District

Contractor

**Exhibit A  
Scope of Work**

**See Attached “Check off Sheet”**