

City of East Wenatchee, Washington

Resolution No. 2016-03

A Resolution of the City of East Wenatchee, Washington authorizing the Mayor to execute an Agreement for Janitorial Services.

1. Alternate format.

- 1.1. Para leer este documento en otro formato (español, Braille, leer en voz alta, etc.), póngase en contacto con el vendedor de la ciudad al alternateformat@east-wenatchee.com, al (509) 884-9515 o al 711 (TTY).
- 1.2. To read this document in an alternate format (Spanish, Braille, read aloud, etc.), please contact the City Clerk at alternateformat@east-wenatchee.com, at (509) 884-9515, or at 711 (TTY).

2. Authority.

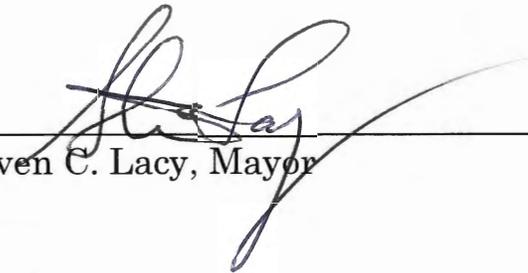
- 2.1. RCW 35A.11.020 and RCW 35A.12.190 authorize the City Council to organize and regulate its internal affairs and to define the powers, functions and duties of its officers and employees.

THE CITY COUNCIL OF THE CITY OF EAST WENATCHEE DO RESOLVE AS FOLLOWS:

3. **Authorization.** The City Council authorizes the Mayor to execute an Agreement for Janitorial Services that conforms to the language set forth in Exhibit A.
4. **Severability.** If a court of competent jurisdiction declares any provision in this resolution to be contrary to law, such declaration shall not affect the validity of the other provisions of this Resolution.
5. **Effective date.** This Resolution becomes effective immediately.

Passed by the City Council of East Wenatchee, at a regular meeting thereof on this 22 day of March, 2016.

The City of East Wenatchee,
Washington

By 
Steven C. Lacy, Mayor

Attest:


Dana Barnard, City Clerk

Approved as to form only:


Devin Poulson, City Attorney

Filed with the City Clerk: 3/16/16
Passed by the City Council: 3/22/16
Effective Date: 3/22/16

Janitorial Service Agreement

1. Parties. The Parties to this agreement ("Agreement") are the City of East Wenatchee ("City") and ABM Janitorial Services. ("ABM").

In consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, the City and ABM mutually agree as follows:

2. Scope of work. The City requires janitorial services at its City Hall building and at its Police Annex Building. ABM shall provide the services for these two buildings as specified below. These services shall be termed "work" herein.

- a. Provide timely, reliable, and cost effective service;
- b. ABM shall furnish all labor, supervision, and transportation to perform Janitorial Services.
- c. All work shall be periodically inspected by a qualified janitorial maintenance Supervisor for quality assurance.
- d. ABM shall ensure that employees comply with all City of East Wenatchee and Washington State Industrial regulations and practices.
- e. All employees of ABM must pass a criminal background check.
- f. ABM personnel shall be courteous, neat in appearance, and wear visible ABM identification.
- g. The Contract Administrator or appointed representative shall inspect work performed by ABM on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify ABM. Notification may be verbal or written. The City may choose to:
 - i. Require ABM to rectify the deficiency within 24 hours and/or,
 - ii. Collect liquidated damages.
- h. ABM shall establish a weekly work schedule. In no case shall work be performed before or after the schedule times without approval of the Contract Administrator.
- i. The Contract Administrator shall provide a building schedule, which will include the dates, days, and times available for servicing. In the event this schedule is changed or modified, the City shall provide adequate notification to ABM.
- j. ABM shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee's name and identifying ABM.
- k. ABM or its employees shall not remove or consume property belonging to the City or City employees. This policy includes any articles that may be deposited for disposal in trash receptacles.
- l. Maintenance, cleaning or paper supplies belonging to the City shall not be removed from the facilities.
- m. ABM and its employees may not use City property, including telephones, for personal use unless given permission by an authorized City representative.
- n. Smoking shall not be permitted on City grounds.

- o. ABM shall be issued necessary building key set(s). In no case shall ABM make duplicates. ABM and its employees shall ensure that all doors, windows, and gates giving access to City buildings are secured. All lights, except night-lights, shall be turned off before leaving premises. Failure to properly secure City buildings may result in a reduction of payment and/or collection of damages.
- p. ABM shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours 7:00 AM to 5:30 PM. After normal business hours, reports shall be directed to the Police Department, telephone **(509) 884-9511**
- q. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect facility visitors from injury. It is ABM's responsibility to provide close supervision of maintenance operations and management of the site.
- r. Incidents, altercations or accidents involving facility visitors, ABM's employees, or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at its discretion, may require a written report from ABM describing the incident or accident.
- s. Security:
 - i. Mondays through Fridays, ABM shall lock all outside doors to City Hall and to the Police Annex at 5:30 p.m.
- t. Equipment and Supplies:
 - i. ABM shall maintain an inventory of marked equipment supplied for use in City buildings.
 - ii. ABM shall notify the Contract Administrator, by the next working day, in the event of any equipment failure or unsafe working condition.
 - iii. ABM shall order supplies, if necessary, in writing from the Contract Administrator the last week of each month.
 - iv. The City will provide all restroom paper goods, including hand towels, toilet tissue, and garbage liners, as well as hand soap and all fresheners. ABM is responsible for inspection to ensure that the proper supplies are available.
 - v. ABM shall supply all cleaning supplies and chemicals for servicing of the facilities.
 - vi. ABM shall supply all necessary data and meet requirements to comply with State Chemical Hazard Right to Know Act.
- u. Cleaning Schedule
 - i. **5 times weekly (Monday thru Friday)-**
 1. **Garbage Receptacles-** All trash receptacles shall be emptied completely and a clean, appropriately sized liner installed.
 2. **Restrooms- Wipe** down and disinfect bathroom facilities including; toilets, urinals, counter tops, sinks, and stall partitions. Damp mop and sterilize bathroom floor. Empty garbage receptacles. Refill paper supplies and soap
 3. **Carpets-** Vacuum all carpeted areas, all carpet areas of lobbies, hallway corridors, and entrances are to be thoroughly vacuumed. Portable objects (chair, wastebaskets, etc.) are to be moved to

- provide for vacuuming. (not to include roll mats or objects over 50 lbs.)
4. **Kitchen-** Clean and disinfect kitchen area including; Sink, counter tops, and table tops
 5. **Sweeping or Dust Mopping-** All resilient tile floors (rubber, vinyl, terrazzo) shall be swept with a broom or dry mopped so as to leave the floor in a dirt/dust free state.
 6. **Damp Mopping-** All resilient floor surfaces shall be damp mopped to remove any and all spills. Scuff marks or stains are not expected to be removed with damp mopping.
 7. **Glass Doors-** Main entrances, showcase glass, as well as exterior door glass at each entrance is to be clean and streak free.
 8. **Fountains-** Stainless steel fountains are to be cleaned with a stainless cleaner, inside and out, as well as fixtures. Fountains are to be free of water spots, stains and smudges.
- ii. **Bi-Monthly-**
1. **Mop and Buff –** Marmoleum Floors in City Hall
- iii. **Bi-Monthly**
1. **Walls, doors, and fixtures-**Finger marks, furniture rubs, etc. are to be removed from walls, doors, door handles, electrical switch plates and
 2. **Trash Receptacles-**All wastebaskets, trash containers and garbage cans shall be cleaned inside and out so as to remove stains, smudges and dried refuse.
 3. **Mop floors-** All uncarpeted areas
 4. **Showcase Windows/Rotunda windows-** Spot clean
 5. **Conference room windows (fish bowl) -** Interior glass (door glass, wall glass, etc.) within the office spaces shall be cleaned and left streak-free.
- iv. **Quarterly-**
1. **Venetian blinds-** All blinds, the horizontal and vertical shall be dust and dirt free.
 2. **High dust; vents lights-** High dusting shall be anything over 6' from the floor. HVAC vents, ceiling fans, light fixtures, tops of doors and doorframes included.
 3. **Cobwebs-** Remove/dust cobwebs
 4. **Wash Windows-** Interior glass (door glass, wall glass, etc.) within the hallway corridors shall be cleaned and left streak-free.
- v. **Bi-annually-**
1. **Wash Interior Windows-** All interior wall windows are to be washed inside and out, and left in a streak/fog free condition (including office windows).
 2. **Wash Exterior Windows-** All outside wall windows are to be washed, inside and out, and left in a streak/fog-free condition (excluding upper windows in the Rotunda).

3. **Shampoo Carpets-** All carpet shall be shampooed/extracted with an appropriate solution designed to work with each type of carpet. Care is to be taken so as not to over-saturate the carpet.
4. **Heating Vents-** Remove/dust cobwebs and wipe down.
5. **Lights-** Remove/dust cobwebs and wipe down.

3. **Term of Agreement.** The effective date of this contract is April 1, 2016. This Agreement expires on March 31, 2017. This Agreement shall automatically renew for an additional two-year term, unless one party gives sixty days written notice to the other party that it intends to terminate the Agreement. The City may terminate this Agreement without cause upon written notice. Work in progress will be paid, on a prorated basis to the date ordered to stop. ABM may terminate this Agreement by 30 days' written notice to the City and may terminate services at any time without notice for nonpayment.

4. **Compensation.**

- a. **Total Compensation.** The City shall pay ABM \$2,081.25 per month for performing the work set forth in paragraph 2. The City shall pay ABM \$29.64/hour for any Biohazard Cleaning that is necessary in the Booking Area.
- b. **Disputed work:** If the City believes in good faith that some portion of work has not been completed satisfactorily; the City may request that ABM correct the work before the City pays for such work. In such event, the City must reasonably explain to ABM its concern over the work and the remedy that the City expects from ABM. The City may withhold from any payment otherwise due an amount that the City in good faith is under dispute, or if ABM does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.
- c. **Method of Payment.** ABM shall submit a monthly invoice for compensation. The monthly invoice shall contain a detailed description of the work performed during the month, the number of hours spent performing such work, and any reimbursable costs and expenses incurred in connection with such work. Unless the City disputes ABM's entitlement to payment under ¶ 4.b., The City shall remit payment within 30 days of receiving the monthly invoice.
- d. **Invoices.** ABM shall submit invoices to the following address:

The City of East Wenatchee
271 Ninth St. NE
East Wenatchee, WA 98801
Attention: Teresa Allen

5. **Representations.** ABM represents and warrants that it has the requisite training, skill and experience necessary to provide work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

6. Independent Contractor. The parties intend and understand that ABM shall be an independent contractor. The parties further intend and understand that the City shall be neither liable for, nor obligated to pay: sick leave, vacation pay, social security or other tax that may arise as an incident of employment, or any other benefit of employment.

ABM shall pay all income and other taxes as due. Any industrial or other insurance purchased for the benefit of ABM shall not convert this Agreement to any type of employment contract.

The Parties recognize that ABM may perform professional work during the term for other parties and that the City is not the exclusive user services provided by ABM.

7. Property and Confidential Information. ABM shall not, without the prior written consent of the City, disclose to third parties information that is not otherwise subject to public disclosure unless:

- a. The information is known to ABM prior to receiving the same directly or indirectly in connection with the work;
- b. The information is in the public domain at the time of disclosure by ABM; or
- c. The information is received by ABM from a third party who does not have an obligation to keep the same confidential.

8. Holidays. ABM is not obligated to perform services on the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an overtime basis. A holiday on the sixth or seventh day of the workweek shall be subject to additional charge of a full day at straight time if wages are required to be paid for that day.

9. Indemnification. ABM releases and shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents and volunteers from any and all claims, demands, losses, negligent acts or omissions, and liabilities (including costs and all attorney's fees) to or by any and all persons and entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of ABM, its partners, shareholders, agents, employees, or by ABM's breach of this Agreement.

To the maximum extent permitted by applicable law, the indemnification set forth in the preceding paragraph shall apply. However, this shall not require ABM to indemnify the City against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of the City. The City shall protect, defend and indemnify and save harmless ABM, its representatives and other employees all costs, claims, judgments or awards of damages arising out of the negligent acts or omissions of the City, its officers or employees. Further, in the case of concurrent negligence of ABM on the one hand and the City on the other

hand, each party shall be required to indemnify the other only to the extent of the negligence of the party.

ABM releases and shall defend, indemnify and hold harmless the City from and against all claims, cost, liabilities, damages, expenses (including but not limited to reasonable attorney fees) and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property right by any work. Further, if any work infringes or misappropriates any patent, copyright, trade secret, trademark or other intellectual property right, ABM shall either (a) procure for the City the right to use such work; or (b) modify work so that it no longer infringes or misappropriates any such right.

10. Employees. Upon written request by the City, ABM will remove from service any employee assigned to the City's premises who has engaged in improper conduct, including without limitation, a breach of the City's policies or failure to perform the duties herein.

11. Audit. Until at least 12 months following final payment, ABM shall provide the City prompt access to (and the City shall have the right to examine, audit and copy) all of ABM's books, documents, papers and records related to the work performed under this Agreement.

12. Evaluation and Monitoring. ABM shall control and direct the performance of the work of ABM pursuant to this Agreement, subject to oversight by the City. The City reserves the right to inspect, review and approve the work of ABM to assure that it has been completed as specified, before payment. ABM shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the City that are pertinent to the intent of this Agreement.

13. Prevailing Wages. ABM represents that the hourly wages to be paid to its employees shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the Chelan/Douglas County area.

14. Insurance and Taxes. ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverages with regards to work performed for the City under this Agreement: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1 million per occurrence; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage but not less than \$1 million per occurrence; 3) Workers' Compensation insurance and statutory limits and with and employers liability limit of at least \$500,000. ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to its deductible or self-insured retention. Upon request, ABM will provide the City with a certificate of insurance describing the coverage provided in accordance with these provisions.

15. Non-Discrimination. With regard to the work performed by ABM, in the selection and retention of its employees, ABM shall not discriminate on the grounds of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

16. General Provisions.

- a. Governing Law. This Agreement shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington.
- b. Full Agreement. This Agreement and all attachments form all of the covenants, promises, agreements and conditions, between the parties. All attachments and addendum are incorporated herein by this reference, and shall be a part of this contract instrument. In the event of discrepancy between the documents, addendum and attachments shall prevail over the Agreement. This entire Agreement including all attachments specifies the working relationship between the City and ABM and specific obligations of both parties.
- c. No Waiver. If the City fails to or delays in declaring a breach or default, the City does not waive its right to declare a breach or default. If the City fails to declare one breach or default, it is not waiving its right to declare another breach or default.
- d. Authority. Each individual executing this Agreement on behalf of the City and ABM represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of ABM or the City.
- e. Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.
- f. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available at the City at law or in equity.
- g. Titles. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
- h. ABM Obligation. Except as otherwise specifically provided in this Agreement, ABM shall furnish all that may be required to provide the scope of work as described in the Agreement and incorporated documents, including any personnel, labor and supervision, technical, professional and other work, equipment and supplies. Details of the any supplies, equipment, or installation or same, that are necessary to carry out the intent of this Agreement, but that are not expressly stated, shall be performed or furnished by ABM as part of the Agreement, without any increase in the compensation otherwise payable under this Agreement.

- i. Binding Effect. The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns
- j. No Gifts and Gratuities. ABM may not offer, nor may City employees accept gifts, gratuities, loans, trips, favors, special discounts, work, or anything of economic value in conjunction with the City business practices. ABM and the City employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the City Ethics Code, RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to the City business.
- k. Conflict of Interest. ABM represents that it does not have a business interest or close family relationship with any City officer or employee who was, is, or will be involved in ABM selection, negotiation, drafting, signing, administration or evaluation of ABM's performance. In addition, ABM acknowledges that it will adhere to the City's policies regarding conflict of interest, the City Ethics Code, RCW 42.23, and RCW 42.52.
- l. Compliance with Laws. ABM, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; and all applicable laws, ordinances, rules, regulations, orders, and other requirements, in effect, of any governmental entity (including but not limited to such requirements as may be imposed upon the City and applicable to the Agreement). ABM shall furnish documents as may be required to effect or evidence such compliance.

17. Modification. This Agreement constitutes the entire agreement between the parties. Except with the written consent of both parties, neither party may alter or modify this Agreement.

18. Venue. The venue for any legal dispute regarding this Agreement shall be Douglas County Superior Court.

19. Notices. Notices, requests, demands and other communications regarding this Agreement shall be written and delivered or mailed postage prepaid to:

To City:
271 9th St. NE
East Wenatchee, WA 98802

To ABM:
ABM Janitorial Services
105 S. Mission St.
Wenatchee, WA 98801

20. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in

connection with any of the provisions of this Agreement, the substantially prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action.

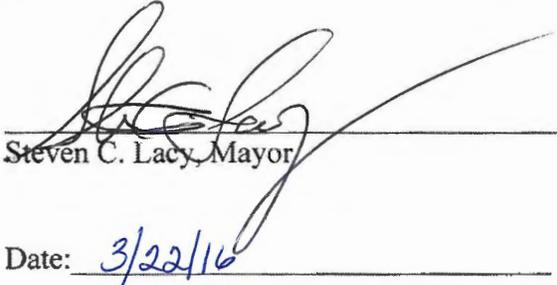
21. Severability. If a competent court of law determines any section or portion of this Agreement to be unlawful, such determination shall not affect the remaining terms and conditions of the Agreement.

CITY OF EAST WENTCHEE

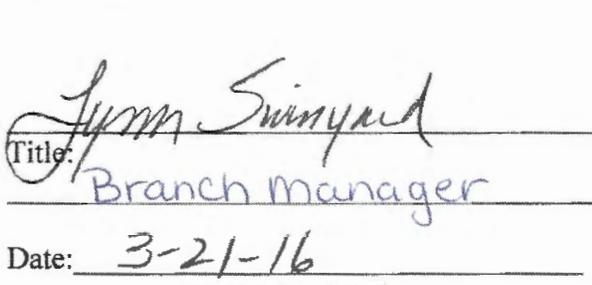
ABM JANITORIAL SERVICES

Signature:

Signature:



Steven C. Lacy, Mayor

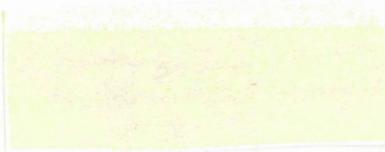


Title: Branch Manager

Date: 3/22/16

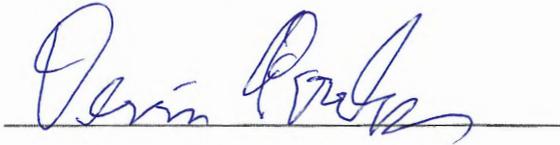
Date: 3-21-16

ATTEST

By: Dana Barnard

Approved as to form:



Devin Poulsen
City Attorney