

## CONTRACT FOR JANITORIAL SERVICES

AGREEMENT made and entered into this 16<sup>th</sup> day of February, 2016, between the CITY OF CAMAS, a municipal corporation, hereinafter referred to as "City", under and by the virtue of Title 35 RCW (cities and towns), as amended; and Stephen Kavonius (owner's name), doing business as S&S Janitorial hereinafter referred to as "Contractor",

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

Section 1. TERM OF AGREEMENT: City hereby hires Contractor to provide janitorial services for 2016 Camas Janitorial Services for a term commencing March 1, 2016, and ending December 31, 2019, with the ability to renew indefinitely by the mutual agreement of both parties, subject however, to termination as hereinafter provided.

Section 2. SCOPE OF WORK: The Contractor shall furnish all labor, equipment and janitorial supplies normally necessary and associated with the proper performance in accordance with and as described in the attached Plans and Specifications, and perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. The Contractor shall be responsible for providing janitorial services for the following City-owned buildings located in Camas, Washington:

- Camas-Washougal Municipal Court, 89 C Street, Washougal
- City Hall, 616 NE 4<sup>th</sup> Avenue
- Community Center, 1718 SE 7<sup>th</sup> Avenue
- Fire Marshal's Office, 65 NE 3<sup>rd</sup> Avenue
- Lacamas Lake Lodge, 227 NE Lake Road
- Library, 625 NE 4<sup>th</sup> Avenue
- Police Department, 2100 NE 3<sup>rd</sup> Avenue
- Scout Hall, 120 NE 17<sup>th</sup> Avenue
- Wastewater Treatment Plant (2 buildings), 1129 SE Polk Street
- Operations Center (2 buildings), 1620 SE 8<sup>th</sup> Avenue (floors only as needed)

The services to be performed by Contractor and the frequency with which they are to be performed are included in the detailed Janitorial Service Plans.

The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the specified materials and to do and cause to be done the above described work and to complete and finish the same in accordance with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached plans and specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

Section 3. INDEMNIFICATION: The Contractor shall defend, indemnify and hold the City of Camas, 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 agreement, except for injuries caused by the sole negligence of the City of Camas.

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 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 Agreement.

Section 4. BACKGROUND CHECK: Contractor hereby warrants that all employees who provide janitorial services in or to the Police Department as designated in Section 2 herein have passed a background check. All background checks must be conducted at Contractor's expense and the minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN);
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Date Base, Federal Criminal; and
3. National Sex Offender Registry.
4. Local background check (City of Camas).

All background checks must be conducted prior to initial access by Contractor employees. Additionally, all Contractor employees subject to this Section 4 have the responsibility to self-disclose any misdemeanor or felony convictions that occur during the term of this Contract. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers for any claim, suits, or proceedings alleging any breach of this warranty.

Section 5. INSURANCE: The Contractor agrees to carry liability insurance protecting himself and the City from any claims of persons for injuries to life, persons, or property by reason of anything done or permitted to be done or suffered or omitted to be done by Contractor in the performance of his obligations as outlined in the plans and specifications.

Section 6. INDEPENDENT CONTRACTOR: It is hereby agreed that Contractor is an independent contractor and not an employee of the City. The City shall have no obligation to provide Contractor or Contractor's employees with medical, sick leave, vacation, or other employee benefits, nor shall the City be responsible for paying withholding taxes, Social Security taxes, or other employment taxes on Contractor's compensation.

Section 7. COMMUNICATION REQUIREMENT: The contractor shall maintain a phone number and e-mail address for office purposes with the ability to respond to telephone calls within one hour.

Section 8. NON-DISCRIMINATION: As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

Section 9. PAYROLL AND RELATED DOCUMENTATION:

Concurrent with the execution of this agreement, Contractor agrees to provide, on an

annual basis, Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the Washington State Department of Labor and Industries. Contractor shall also provide on an annual basis a fully executed City of Camas Affidavit of Industrial Insurance Compliance form.

Certified Payrolls shall be submitted no later than two (2) weeks after the subject pay period. In the event that Certified Payrolls are not submitted, or that such document is submitted and does not comply with the applicable prevailing wage rates, the City reserves the right to withhold payment until such documentation is provided.

Under no circumstances will any payment be made without an approved Intent to Pay Prevailing Wages form. Such form to be duly approved by an Industrial Statistician employed by the State of Washington Department of Labor and Industries.

**Section 10. PREVAILING WAGE: The Contractor is obligated to pay the Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective November 15, 2015.**

*Per WAC 296-127-023 ... the wages which a contractor shall pay its employees must be altered annually to recognize and follow the most recently promulgated increases in prevailing wages each year after the first year of the contract period. The cost of the increases in the wages due employees shall be borne by the contract awarding agency.*

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

**Section 11. COMPENSATION:**

Contractor shall be paid the sum of \$9,991.87 per month for the services to be rendered by Contractor. Contractor shall submit an invoice to the Finance Department for the services he has rendered no later than two (2) weeks after the subject pay period. Contractor further agrees to execute such other documents as may be necessary to process his claim for compensation. The City shall thereafter make payment to the Contractor within five (5) working days after approval by the City Council at its second meeting in the succeeding month.

Contractor shall submit a detailed invoice for any hourly wages and other costs incurred as a result of non-routine work requested by the City.

Contractor's compensation shall be increased annually in proportion to the increase in the cost of living, which will be calculated using the July Portland CPI-U. The adjustment shall be effective in January of the following year. Contractor shall submit his request for an annual adjustment by November 1<sup>st</sup> of each year in order to qualify for such adjustment.

Section 12. ASSIGNMENT: Contractor shall not assign or delegate any of his rights or obligations under this agreement without the written consent of the City. Any purported assignment or delegation made by Contractor without the written consent of City may be treated as null and void and have no effect whatsoever by the City.

Section 13. AMENDMENT: This agreement may be altered, and/or amended at any time by the mutual written agreement of City and Contractor.

Section 14. PARTIES BOUND: This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Section 15. WAIVER: Waiver by the City of any term or condition of this agreement to be performed by Contractor or any breach by Contractor shall not constitute the waiver of any other term or condition or breach of this agreement.

Section 16. TERMINATION: This agreement may be terminated by either party at any time with or without cause upon ninety (90) days' notice to the other party.

In the event of any breach of this agreement by either party, the other party shall have the right to terminate this agreement upon ten (10) days written notice, which notice shall set forth the reasons for such termination.

Section 17. CONSTRUCTION OF AGREEMENT: This agreement has been executed in Camas, Washington, and shall be construed under the laws of the State of Washington.

Section 18. SEVERABILITY: If any term, provision, covenant or condition of this agreement is held by Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this agreement shall remain in full force and effect.

Section 19. NOTICES: Any notice required to be given by either party shall be sufficient if it is in writing and hand delivered to the Public Works Director or deposited in the United States Postal Service (USPS), certified mail, return receipt requested, with postage fully prepaid,

addressed to the respective parties at their last known addresses. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof seventy-two (72) hours after deposit thereof in said USPS.

Section 20. DUPLICATE ORIGINALS: This agreement has been executed in duplicate counter-parts, each of which shall be considered an original and both of which taken together shall be construed one and the same instrument.

Section 21. ENTIRE AGREEMENT: This agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this agreement, and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

Section 22. SECTION HEADINGS: Section headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this agreement, the text shall control.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

DATED this 16<sup>th</sup> day of February, 2016

S&S Janitorial  
Contractor

By: Stephen Kavonius

CITY OF CAMAS

By: Mayor

Approved as to Form:

City of Camas Attorney