

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 22-2011

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH DISTRICT, PACIFIC COUNTY, WASHINGTON, APPROVING
A CONTRACT FOR OFFICE CLEANING SERVICES.**

WHEREAS, the Board of Commissioners of the District desire to enter into a contract for cleaning of the District office; now, therefore,

BE IT RESOLVED by the Board of Commissioners of North Beach Water District that the Maintenance Services Contract, attached as Exhibit A to this Resolution, is approved and the President of the Board is authorized to sign the Contract.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington, at the regular open public meeting thereof held on the 19th day of December, 2011.



Gwen Brake, Commissioner

Brian Sheldon, Commissioner

R D Williams, Commissioner

MAINTENANCE SERVICES CONTRACT

THIS AGREEMENT is entered into on the date last below written between NORTH BEACH WATER DISTRICT (a Washington municipal corporation) ("District"), and TIDY BY THE SEA, LLC ("Contractor").

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

2. TERM OF CONTRACT

- A. The term of this Contract shall be from December 1, 2011 to November 30, 2012.
- B. Prior to the expiration of the term of this Contract, or any renewals or extensions thereof, the District may, in its sole discretion, renew the Contract for additional 12 months upon the same terms and conditions.

3. PAYMENT

- A. The District shall pay the Contractor for such services: (Check one)
 - ☐ Hourly: \$_____ per hour, but not more than a total of \$_____.
 - ☐ Fixed Sum: A total amount of \$ 120.00, to be paid per invoice schedule
 - ☐ Other: *[insert compensation method]*
- B. The Contractor shall maintain time and expense records, which may be requested by District. The Contractor shall submit invoices to the District monthly for payment for work performed to the date of the invoice. All invoices must reference the District's contract or purchase order number. Invoices shall be in a format acceptable to District.
- C. The District shall pay all invoices from the Contractor by mailing a check or warrant within 30 days of receipt of a properly completed invoice.
- D. The Contractor shall keep all records and accounts pertaining to this Contract available for inspections by representatives of the District for a period of three (3) years after final payment. Copies shall be made available to the District upon request.
- E. If during the course of this Contract, the work performed does not meet the requirements set forth in this Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. The District shall have the right to withhold payment for such work until it meets the requirements of this Contract.

4. RESPONSIBILITY OF CONTRACTOR

- A. Safety. The Contractor shall take all necessary precautions 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. The 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 or unusual hazards.
- B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the District, the District may elect to recover liquidated damages as specified in Attachment A.
- C. Nondiscrimination/Equal Protection. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor.
- D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of District. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of the District.

5. COMPLIANCE WITH LAWS

- A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.
- B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the District, in whole or in part, and may result in ineligibility for further work for the District.

6. TERMINATION OF CONTRACT

- A. The District may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.
- B. In the event this Contract is terminated by the District, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of

termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by the District in finishing the work, and all damages sustained by the District, or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the District to the Contractor. If the District's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the District and shall pay such difference to the District. Such expense and damages shall include all legal costs incurred by the District to protect the rights and interest of the District under this Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

- A. On payment to the Contractor by the District of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the District under this Contract shall become the property of the District and shall be forwarded to the District upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the District or by court order.

8. CLAIMS

Any claim against the District for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the District within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the District for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The General Manager of the District, or designee, shall be the District's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

10. HOLD HARMLESS

The Contractor shall protect, defend, indemnify and save harmless the District and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the performance of this Contract or the negligent acts or omissions of the Contractor, except for injuries or damages caused by the sole negligence of the District. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Further, 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 District, or its members, officers, employees and agents, the Contractor's liability under this paragraph shall be only to the extent of the Contractor's negligence. In the event the District incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the Contractor.

11. INSURANCE

The Contractor shall maintain insurance as set for in Attachment B.

12. PREVAILING WAGES

The Contractor shall pay prevailing wages as required by, and shall comply with, Chapters 39.12 and 49.28 RCW. If this Contract is for "public building service maintenance," the Contractor shall pay prevailing wages as required by RCW 39.12.020. The Contractor shall supply a statement of intent to pay prevailing wages prior to the first payment by the District and a statement of wages paid applicable to the work under this Agreement prior to the release of the retainage, if any. The State of Washington prevailing wage rates applicable to the work under this Contract are set forth at the website for the Washington State Department of Labor and Industries.

13. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither the District nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

14. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the terms of this Contract be an independent contractor and not an employee of the District.

15. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of _____, 20__.

CONTRACTOR

NORTH BEACH WATER DISTRICT

By: _____

By: _____

Printed Name Michelle Svendsen

Printed Name: William Neal

Title: Owner/Operator

Title: General Manager

Date Signed: _____

Date Signed: _____

Address: PO Box 726

City/State/Zip: Seaview, WA 98644

Tax ID#: 27-3697591

Phone Number: 360-907-2879

ATTACHMENT B

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Contract by the Contractor, its officers, employees and agents:

- A. Automobile Liability Insurance with limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
- C. Professional Liability Insurance with limits no less than \$1,000,000.00 limit per occurrence.

Before commencing work and services, Contractor shall provide to the person identified in Paragraph 9 of the Contract a Certificate of Insurance evidencing the required insurance. The District reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor. The District and its members shall be named as additional insureds on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of the Contractor, and a copy of the endorsement naming the District and its members as additional insureds shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District and its members; and (3) shall state that the District will be given at least 30 days' prior written notice of any cancellation, suspension or material change in coverage.

Attachment A

Scope of Work:

General:

- Dusting and cobweb removal;
- Empty trash cans and place trash in assigned place;

Floors:

- Vacuuming carpets;
- Sweeping and moping of all hard floors.
- Chairs and tables that need to be moved will be replaced to their original position each cleaning.

Bathrooms:

- Cleaning and disinfecting of toilets, sinks, fixtures, mirrors, and doors and door knobs.

Work Stations:

- Works station phones and headsets will be cleaned and disinfected;
- Printers and monitors will be dusted and cleaned.

Exceptions:

- Work station desk tops, desk drawers, desk cabinets, file cabinets and work station chairs will not be cleaned as part of the regular scope of work.

Frequency:

Cleaning days will be on or about the 5th and the 20th day of each month.

Cleaning hours will be after 5:00 pm and before 7:00 am.

Extra Work:

Cleaning beyond that identified in this scope of work will be performed at an hourly rate of \$35.00.