



MEMORANDUM

CITY OF LANGLEY

112 Second St./PO Box 366 Langley, Washington 98260 (360) 221-4246

To: Mayor Larry Kwarsick and Members of the City Council

From: Challis Stringer, Director of Public Works

Date: December 28, 2011

Re: Contract for Public Restroom Janitorial Services

Prior to 2010 the Visitor Information restrooms were contracted out to be cleaned five days a week, while the public works department cleaned them two days a week. In 2009, it was determined that the public works department was not being compensated to clean for the two days a week out of the tourism fund. In addition, the decision was made to bring the cleaning of the restrooms in house for the full seven days a week starting in 2010.

The city is currently negotiating a lease with the Chamber of Commerce for the continued use of the space at 208-A Anthes. A part of these negotiations include the responsibility of cleaning the restrooms on the weekend, when the chamber is open and staffed.

The city solicited quotes for restroom cleaning Monday through Friday, including holidays. Four quotes were received from the following:

B & T Clean Tech	\$8,400.00
CW Services	\$8,604.00
Ruth Gabrian	\$9,600.00
Carol Coble	\$12,500.00

The tourism fund was budgeted to pay the public works department to clean the restrooms in 2011 in the amount of \$17,450.00. For 2012, this will be a savings of over \$9,000 to the tourism fund.

The janitorial services contract was awarded to B & T Clean Tech in the amount of \$8,400.00. The Contract for Public Restroom Janitorial Services for the City of Langley is attached.

CONTRACT FOR PUBLIC RESTROOM JANITORIAL SERVICES FOR THE CITY OF LANGLEY

THIS CONTRACT for Janitorial Services, is made as of January 1, 2012 between THE CITY OF LANGLEY, a municipal corporation, (hereinafter referred to as "the City") and B & T CLEAN TECH (hereinafter referred to as "the Contractor").

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

I. PARTIES

- A. Participants. The sole parties to this Contract are the Contractor, and the City.
- B. Intent. The primary intent of this Contract is to contract for janitorial services for the Public Restrooms located at 208B Anthes Avenue.

II. COMPENSATION

- A. Rate. For fulfilling the duties described in Section III below, the City agrees to compensate Contractor for services rendered in the amount of: Seven hundred dollars (\$700.00) per month. Said sum shall be payable within three (3) days following the monthly City Council meeting wherein the City pays its bills. This meeting is usually held the first and third Monday of each month.
- B. Benefits. Contractor is an independent Contractor not a regular City employee and accordingly is not entitled to any of the benefits of a regular City employee, including retirement benefits. Contractor shall pay all of Contractor's own taxes, including payroll taxes. Nor is Contractor entitled to use or be governed by any of the grievance procedures available to City employees under state law and City codes. Nor is Contractor entitled to use or be governed by City ordinances wherein the City indemnifies and defends its volunteers, staff, consultants, and employees.

III. DUTIES

All duties listed below must be accomplished once each day, Monday through Friday including Holidays, but the sequence is flexible and left to the Contractor's discretion.

- A. Public Restroom Daily Cleaning outline.
 - 1. Clean and sanitize bathrooms, including fixtures, toilets, counters, windowsills and mirrors.
 - 2. Sweep and mop floors.
 - 3. Wipe down and sanitize all walls and doors as needed.
 - 4. Fill paper towel, toilet paper, feminine products and soap dispensers as needed.
 - 5. Empty trash cans and feminine product containers.

6. Every Friday hose down the bathrooms with sanitizer and hot water. All Services are to be provided five days a week, Monday through Friday, including all Holidays.

B. The City of Langley will provide the following.

1. Mop handles, mop heads and mop buckets.
2. Cleaning and sanitizing solutions.
3. Soap for and feminine products for dispensers.
4. Paper products and trash bags.

IV. BILLING AND PAYMENT

1. Monthly Billing. If any billing occurs or is required by the City, Contractor agrees to bill for services, per Section II above, once per month. Said bill shall be submitted monthly to the City and shall cover the time Contractor performed work for the City in the previous month. Contractor shall submit said bill to the City two weeks before the City Council meeting wherein payment of said bill will be authorized. Billing submitted later than that may not be paid per Section II (A) above.

V. CONTRACT DURATION, TERMINATION AND DISPUTE RESOLUTION

1. Contract Term. This contract shall be for a period extending from January 1, 2012 to December 31, 2012. Thereafter the contract shall renew automatically on the 1st day of January for each subsequent year unless terminated in writing by either party, 30 days prior to renewal.

2. Termination. Either party may terminate this contract at any time after thirty (30) days notice is given to the other party. Said contract shall be terminable immediately and without notice of any kind, if the City discovers that Contractor has failed to abide by the terms of this contract or is otherwise derelict in its duties.

3. Renegotiation and Renewal. This contract may be renegotiated at any time as to all its terms, including compensation, contract duration and assignment of duties and responsibilities. Said renegotiation may extend or modify said contract as to all of its terms. However, any modification of said contract shall not be effective unless said modifications are in writing, signed by all affected parties, duly authorized and attached to this contract.

4. Dispute Resolution. In addition to litigation for breach of this contract, any and all disputes which arise between the parties related to this contract may be submitted to binding arbitration. The parties to this Contract may jointly select the arbitrator or in the event that the parties fail to select an arbitrator, then the Judicial Arbitration and Mediation Service (JAMS) shall serve as arbitrator. In any arbitration procedure

performed under this clause, the rules of procedure shall be those rules set forth by the designated arbitrator.

VI. LIABILITY AND INSURANCE

1. Insurance. Contractor is required to carry liability and personal injury insurance under the terms of this contract and to provide the City with proof, upon request from the Public Works Director for the City, of said insurance.
2. Indemnification and Hold Harmless. Contractor agrees to indemnify, defend and hold the City and all its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the City by reason of any harm caused by an act or omission of the Contractor, his agents or employees, in any manner whatsoever, whether past, present or future. Contractor shall pay any cost or expense incurred by the City in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto and if suit in respect to the foregoing is filed, the Contractor shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the City, the Contractor shall pay the same.

VII. PREVAILING WAGE

1. Rate of Pay. The prevailing rate of wage to be paid to all workmen/laborers employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.
2. Intent and Affidavit. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.
3. Exemptions. Per Washington Administrative Code 296-127-026, sole owners of their own businesses who perform the actual work themselves on public works projects are not required to pay themselves the prevailing wage rates. Partners in a partnership who own at least 30 percent of a company are likewise not required to pay themselves prevailing wage rates. The president, vice president and treasurer of a corporation are not required to pay themselves prevailing wage, as long as each owns at least 30 percent of

the corporation. These companies must still comply with the remaining requirements of the statute. Specifically, they are still responsible for filing Intent and Affidavit forms. Any worker performing actual work on the project who owns less than 30 percent of the company must be paid the prevailing wage rate.

VIII. OTHER CONDITIONS

1. Applicable Law. The Laws of the State of Washington shall apply in resolving any disputes or claims arising under this contract.
2. Successors and Assigns. This contract shall be binding on the heirs, successors and assigns of the parties. No party may assign or transfer its rights or duties under this contract without prior written consent of the parties hereto.
3. Background and Credit Check. Contractor shall, upon demand, complete and sign a release form which shall enable the City to acquire information concerning the Contractor's background and credit history.
4. Entire Contract. This contract and attached exhibits, if any, contain the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage inconsistent with any of the terms hereof. All parties agree that the mutual promises, covenants, terms, conditions and compensation, contained within this contract, constitute adequate consideration for entering into this contract. This contract may not be modified other than by contract in writing.
5. Paragraph Headings. The paragraph headings used in this Contract are for convenience only; they form no part of this Contract and shall not affect its interpretation.
6. Non-Collusion Affidavit. I, Bryan Hamilton, being first duly sworn on her oath says that the bid, submitted to acquire the contract defined herein, was genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and that said bidder has not in any manner sought by collusion to secure to him/herself an advantage over any other bidder or bidders.

IX. AUTHORITY

1. Authority. The parties signing this Contract certify by signing that all actions necessary to make this a valid and binding contract have been accomplished and that this Contract constitutes a valid, binding, and enforceable Contract. By signing, parties also certify that they have the power and authority to sign individually and/or as representatives of a government agency or marital community. Parties also certify by

