

CITY OF LAKE FOREST PARK
SERVICE AGREEMENT
Agreement Title: Contractor Services with
Buenavista Services, Inc. for Janitorial Services

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and **BUENAVISTA SERVICES, INC.**, a Washington corporation (the "Contractor"), effective the last date signed below.

Contractor Business: Buenavista Services, Inc.

Contractor Address: 8609 164th St Ct E, Puyallup WA 98375

Contractor Phone: 425-246-8121

Contact Name Billy Jauregui

Contractor e-mail: info@buenavistainc.com

Federal Employee ID No.: 71-1028871

Authorized City Representative Jessica Howard, jhoward@cityofflp.gov
for this contract:

WHEREAS, the City desires to contract for Janitorial Services; and

WHEREAS, public convenience and necessity require the City to obtain the services of a Contractor with experience to perform this work; and

WHEREAS, the City finds that Buenavista Services, Inc. is qualified and experienced in Janitorial Services.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Contractor. The City retains the Contractor to provide the services described in **Exhibit A** incorporated herein, for the City Hall & Public Works Building Janitorial Services ("collectively "Scope of Work" or the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Contractor shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Billy Jauregui. The project manager(s) shall not be replaced without the prior written consent of the City.

The term of this Agreement shall be from May 18, 2026, through April 30, 2027. The parties may enter into four (4) one-year (1-year) extensions of the Agreement upon the same terms as provided herein, except as mutually agreed otherwise.

2. Compensation.

A. The total compensation to be paid to Contractor for the Work in Exhibit A, including all services and expenses, shall be as provided in **Exhibit B** attached hereto, shall not exceed seventy-one thousand, two hundred and eighty (\$71,280.00) as shown on Exhibit A, Scope of Work, and shall be full compensation for the Exhibit A Work. Contractor shall invoice the City monthly as provided in Exhibit B.

B. Contractor shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred.

C. The rates shown on proposal shall be consistently applied and remain firm throughout the first twelve months of the contract. In the event that the contract term is extended, the Contractor's employees' wages shall be altered annually to recognize and follow the most recently promulgated increases in prevailing wages. Pursuant to WAC 296-127-023, the City shall be responsible for the cost of increases in employee wages to achieve prevailing wages. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

3. Request for Payment.

Not more than once every thirty days the Contractor shall send electronically to ap@cityoffp.gov its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Temporary Employees.

Contractor will not hire temporary-type employees hired on the spot through an employment agency that have not been properly trained. In no case shall any hires be made without background checks made by the Lake Forest Park Police Department which shall include but not be limited to NCIC (National Crime Information Center) check and finger printing.

5. Best Modern Practices.

The highest standards of cleanliness shall be maintained. It is the intent of these specifications that City facilities present a consistently clean condition at the end of each building servicing. The services outlined in these specifications are to be considered as minimum requirements but in no instance are they to limit the level of cleanliness. All work shall be performed and completed in accordance with the best modern practices. No detail necessary for safe and regular completion of the work shall be omitted, although specific

mention thereof may not be made in these specifications. Best modern practices include use of “green” products to the greatest extent possible.

6. Services Bought From Different Supplier.

A. Should the Contractor be unable to or refuse to supply service, on any given day, against this predetermined work schedule to which the Contractor has agreed and the City is forced to do the work the materials and/or services bought from a different contractor, the difference in the proposal price of the services and that paid to the new contractor, in order to do the work, shall be charged to and paid for by the Contractor for these services.

B. Contractor shall not, however, be responsible for delays in service due to unavoidable mechanical breakdowns, strikes, inability to secure component materials, acts of nature, and fire (“Excused Delays”); provided, however, the City’s Authorized City Representative for this Agreement is notified in writing by the Contractor of such pending or actual Excused Delays. In the event of any Excused Delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

7. Prevailing Wage.

A. This Contract is subject to the requirements of Chapter 39.12 RCW, as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is available online at <https://secure.lni.wa.gov/wagelookup/> and by this reference made a part of this Contract as though fully set forth herein. The prevailing wage rates which were in effect on April 20, 2026 (the date when the bids were due) are the minimum prevailing wage rates which must be paid for the first year of this contract. See Section 2 for prevailing wage paid during extensions, if any, of the Contract.

B. Contractor shall file the L&I form of Intent to Pay Prevailing Wages upon execution of this Contract, and it must be approved by L&I before any payments can be made to Contractor. A copy of the Intent to Pay Prevailing Wages must be readily visible to workers at the worksite. Contractor shall file an Affidavit of Wages Paid prior to final payment on this Contract at the end of the initial term and at the end of each extension executed.

8. Bond.

Pursuant to RCW 39.08.010, Contractor shall provide to the City upon execution of this Agreement, a performance and payment bond in the amount of \$72,000.00 with a surety company authorized to do business in Washington.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Contractor (“Notice”) that specifies a termination date (“Termination Date”) at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the

Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Contractor actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Contractor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. The Contractor shall defend, indemnify and hold the City, 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 and damages caused by the sole negligence of the City.

However, 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.

8. Insurance. 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 from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. No Limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General

Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

C. 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.

D. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

F. Verification of Coverage.

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

G. Notice of Cancellation.

The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. 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 City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Agreement 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

I. City Full Availability of Contractor Limits.

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 Agreement or whether any certificate

of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

9. Independent Contractor. The Contractor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Contractor shall not acquire any rights or status regarding the City.

10. Employment. The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Contractor shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Contractor or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Contractor.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Nova Heaton
17425 Ballinger Way NE
Lake Forest Park, WA 98155

B. Notices to the Contractor shall be sent to the following address:

Buenavista Services, Inc.
Attn: Billy Jauregui
8609 164th St Ct E
Puyallup, WA 98375

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the last date signed below.

CITY OF LAKE FOREST PARK

BUENAVISTA SERVICES, INC.

Tom French, Mayor
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST

Matt McLean, City Clerk
Date: _____

APPROVE AS TO FORM

Kim Adams Pratt, City Attorney
Date: _____