

## **CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement (hereinafter “Agreement”) is entered into by and between the City of McCleary, Washington, (hereinafter “City”) and Costal Business Services Group, Inc. the UBI number of said company being 602 351 089 (hereinafter “Contractor”). And shall be collectively referred to as the “Parties.”

**WHEREAS**, the areas covered and the scope of work to be performed under this Agreement are more fully set forth in Exhibit "A," entitled “Schedule of Janitorial Services,” which is hereby incorporated into and becomes part of this Agreement; and

**WHEREAS**, the City is desirous of having janitorial services provided for various City facilities; and

**WHEREAS**, the Contractor has given assurances that it is not only capable, but also agreeable to performing these specific services as they are more fully set forth in the attached document submitted by Contractor dated April 30, 2026, and entitled “Janitorial Services – Bid Sheet," attached hereto as Exhibit "B," which is hereby incorporated into and becomes part of this Agreement; and

**WHEREAS**, the Contractor has been informed of the private nature of certain of the records maintained by the City, including the Police Department. Further, it is a basic necessity of the City, especially the referenced department, to have and to maintain confidence in the background of any individual providing services under this Agreement; and

**WHEREAS**, the City has verified the services to be rendered are equivalent to their fair market value based upon the last comparable bid on this type of service, or the last prices paid for such services; and

**WHEREAS**, the Parties desire to enter into this Agreement for said work in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and as set forth below, the Parties agree as follows:

### **1. SCOPE OF SERVICES**

1.1 The Contractor shall provide janitorial services and accomplish such tasks, for the City facilities identified and described in Exhibit “A,” entitled “Schedule of Janitorial Services,” in accordance with the schedules, tasks, and service requirements contained therein.

### **2. TERM**

2.1 The initial term of the Agreement shall commence on \_\_\_\_\_, 2026 and remain in effect through \_\_\_\_\_, 2027. The contract may also extend beyond

the initial one (1) year term by mutual agreement of the parties for up to two (2) additional one-year terms subject to budget appropriations and City Council approval on an annual basis.

- 2.2 This Agreement can be terminated by the City at any time, without cause and for any reason including the City's convenience, upon giving of not less than 30 (thirty) days written notice of such termination. This Agreement may also be terminated by either party upon thirty (30) days written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Contractor, the determination of "failure to perform in accordance with its terms" shall be in the sole judgement of the City. In the event of termination, the Contractor shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the agreed upon fee as approved and amended by the City.

### **3. COMPENSATION AND PAYMENT**

- 3.1 The Contractor shall be compensated to perform all work required at the rates shown in the attached "Janitorial Services – Bid Sheet," attached hereto as Exhibit "B."
- 3.2 The Contractor shall submit monthly statements and a narrative progress description of services rendered acceptable to the City. The City shall make monthly payments for work completed to the City's satisfaction upon approval of the City Council.
- 3.3 The Contractor shall obtain the prior written approval of the City for any charges for any additional hours worked, expenses incurred, services of other retained by the Contractor or the furnishing of supplies, material, or equipment. The Contractor shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.
- 3.4 The rates in the Contractor's proposal (Exhibit "B") shall remain firm for the first twelve (12) months of this Agreement. For any extension beyond the initial term, employee wages shall be adjusted annually to reflect the most current prevailing wage rates for building service employees as required by RCW Chapter 39.12.020 and WAC 296-127-023. Pursuant to WAC 296-127-023, the City shall be responsible for the cost of any required prevailing wage increases after the first contract year. No additional surcharges shall be allowed unless approved in writing by the City.

### **4. DUTIES OF THE CONTRACTOR**

- 4.1 Contractor agrees it will perform the specific duties contained in Exhibit "A".

- 4.2 Contractor will not cause any damage or waste to/of City property nor allow the theft thereof or unauthorized access thereto by employees and agents. If Contractor becomes aware of any violation of this provision, he shall immediately notify the Mayor or City Administrator.
- 4.3 Contractor has or will secure at its own expense all personnel required in performing the services under this Agreement. It shall further take reasonable steps to assure the, competency and honesty of such employees as it assigns to perform this contract. If Contractor becomes aware of any information about an employee which would be contrary to these two requirements, including any employee being charged with a criminal offense, it shall immediately notify the Mayor or City Administrator.
- 4.4 Contractor will provide the names and addresses of any individual Contractor anticipates utilizing to provide services, as well as the names of all individuals residing in the employee's household (collectively referred to as Covered Individuals), shall be provided to the Mayor or City Administrator no less than two (2) weeks in advance of the employee's utilization. The Contractor acknowledges that this breadth of review is necessary in light of the provision of keys providing access to the City property which are retained by the individual providing the service. Any such individual shall execute any document deemed necessary by the City's Chief of Police to authorize such background check as may be chosen by the Mayor or City Administrator. By way of example and not by way of limitation, attached to this agreement as Exhibit "C" is the questionnaire which will be utilized at the time of the commencement of services.
- (a) Contractor understands that any Covered Individual who does not pass the background check under the provisions of Section 4.3 shall provide service to the City only with the specific written approval of the Mayor or City Administrator. Further, such individual shall be immediately withdrawn from providing such service upon subsequent notification by the City Administrator.
- (b) The City Administrator's denial of authorization to utilize or their withdrawal of authorization for utilization in relation to an employee shall be in the sole discretion of the Administrator. Among the other factors which may result in such denial or withdrawal are any covered individual having been convicted of any criminal offense involving dishonesty, violence, or use, possession, or distribution of a controlled substance or related to consumption of alcohol or having charges pending in relation to such charges. In the discretion of the Administrator, a charge which was dismissed as a result of a deferral of prosecution, stipulated order of continuance, or similar methodology may be considered as equivalent to a conviction.

(c) In the event the Contractor or the employee feels the Administrator has improperly denied or withdrawn access, either may submit a written request for review to the Mayor. That request shall be submitted to the Mayor within five (5) business days of the Administrator's giving of written notification of denial or withdrawal of authorization. It shall set forth such information and provide such documents as the individual deems necessary and appropriate to allow the Mayor to review the matter. The Mayor's decision upon review shall be final and shall not be subject to further review or appeal.

4.5 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. Contractor shall provide the City, within ten (10) days of execution of the Agreement, evidence that Contractor has obtained and is maintaining the insurance throughout the term of the Agreement.

(a) 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) Contractor shall maintain the following insurance limits:

- Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and \$2,000,000.
- Fidelity Bond of no less than \$10,000.00 covering all employees and agents of Contractor.

4.6 The Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

(a) If the Contractor maintains a professional license through the State of Washington, Contractor shall maintain said license as required by the State of Washington. Should Contractor's professional license be revoked or

suspended, Contractor shall immediately cease services and shall notify the City in writing of the same.

- 4.7 As to any key or other access device provided to Contractor by the City so as to allow entry into the interiors of the structures of the City, at all times the Contractor shall maintain appropriate measures to assure the security of these items. Further, the Contractor shall not allow any duplication thereof without the prior written consent of the City Administrator. In the event the Contractor or any employee becomes aware of the loss, unauthorized duplication, misuse, or misplacement of any such item, the City Clerk-treasurer shall be notified immediately. To the extent the occurrence of any of the three (3) events set forth in the prior sentence results in the City incurring costs necessary to restore the security of the complex, that amount shall be deducted from the contractual payment which would otherwise be due to Contractor for the services rendered.

## **5. DUTIES OF THE CITY**

- 5.1 The City shall provide a means of access for the Contractor for the official performance of duties.
- 5.2 The City will supply certain supplies to the Contractor including, but not limited to, provide toilet paper, paper towels, soap for dispensers, can liners, cleaning equipment, and cleaning chemicals necessary to perform the services identified in Exhibit "B," unless otherwise agreed upon in writing by the Parties.
- 5.3 The City will provide adequate space for storage of Contractor's equipment, if required, during the life of the Agreement.

## **6. INDEPENDENT CONTRACTOR**

- 6.1 The Parties intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. Contractor shall not be deemed to be an employee, agent, servant or representative of the City for any purpose, and the Contractor is not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for his/her acts during the performance of this Agreement.

## **7. INDEMNITY/HOLD HARMLESS**

- 7.1 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 attorneys' 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.

7.2 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. ASSIGNMENT/SUBCONTRACTING**

8.1 The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

8.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

## **9. ENTIRE AGREEMENT AND AMENDMENTS**

9.1 This Agreement, including the incorporated exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

9.2 This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for the execution of this Agreement.

## **10. GENERAL PROVISIONS**

10.1 In the event of any litigation arising out of the performance of this Agreement, it is agreed that the Courts of the County of Grays Harbor, State of Washington, shall be Courts of proper venue. Further, in addition to any other relief which may be granted to the prevailing party, the Court may award the prevailing party reasonable attorneys' fees and costs.

10.2 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

10.3 The undersigned represents that he is authorized to execute this Contract upon behalf of his Company. FURTHER, THAT AS TO THE CONTRACTOR, THE INDIVIDUAL SIGNING THIS CONTRACT EXECUTES THE CONTRACT NOT ONLY IN HIS/HER BUSINESS CAPACITY, BUT ALSO IN HIS/HER PERSONAL CAPACITY AND UPON BEHALF OF THE MARITAL COMMUNITY OF WHICH HE/SHE IS A MEMBER.

10.4 Any notice given under this Agreement shall be given in writing and shall be deemed to have been received by the other party upon:

(a) The date that it is personally delivered to/served upon that party, or

(b) Three (3) business days after the notice was mailed to the party properly addressed and postage prepaid, with one copy being mailed by first class mail and a duplicate copy being mailed by certified mail.

10.5 Notices shall be provided to the following people and addresses:

**CITY:**  
City of McCleary  
Attn: City Clerk-Treasurer  
100 South 3rd Street  
McCleary, WA 98557

**CONTRACTOR:**  
Coastal Business Services Group, Inc.  
Attn: Karl K DuPrey  
5711 Lacey Blvd. SE, Ste. 304  
Lacey, WA 98503

**CITY OF McCLEARY**

**CONTRACTOR**

\_\_\_\_\_  
Brycen Huff, Mayor

\_\_\_\_\_  
\*\*\*, individually and on behalf of Coastal Business Services Group, Inc.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Attested:**

\_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Madison A. Pleasant, City Attorney