

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF STANWOOD AND
ENVIRONMENT CONTROL OF NORTH SEATTLE, INC.
FOR JANITORIAL SERVICES**

THIS JANITORIAL SERVICES CONTRACT ("Contract") is made and entered into by and between the City of Stanwood, Washington, a Washington State municipal corporation ("City"), Environment Control of North Seattle, Inc., a Washington Corporation ("Contractor").

WHEREAS, the City has determined the need to have janitorial maintenance services performed for its City Hall, Police Station, Public Works Shop/Building and Wastewater Treatment Plant Facilities; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary janitorial maintenance services, and

WHEREAS, the City has solicited bids and has received and evaluated quotations/bid proposals, and has determined that Contractor is the most qualified responsible bidder; and

WHEREAS, the Contractor and the City desire to enter into this Contract for said work in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and agreements contained herein, the City and Contractor agree as follows:

1. Scope of Work—Term - Duration.

A. The Contractor shall perform, carry out and complete the Janitorial Maintenance Services in accordance with this Contract and the incorporated Contract Documents specified in Section 2.

B. Term-Duration.

The term of this contract shall be for 1 year from September 1, 2016 to August 31, 2017.

Prior to the expiration of the term of the contract or any renewals or extensions thereof, parties may, renew the contract for two (2) additional one (1) year terms upon the same terms and conditions.

2. Contract Documents.

The following documents are incorporated into the Contract by this reference:

- A. Scope of Work and Costs Contained in Exhibits A and B
- B. Proposal/Bid Submittal (attached).
- C. Addenda (if any)

In the event of any inconsistencies or conflicts between the language of this Contract and these incorporated documents, the language of the Contract shall prevail over the language of the documents.

3. Commencement of Work.

Work shall not proceed under this Contract until the following conditions have been met by the Contractor:

- A. Contract has been signed and fully executed by the parties.

- B. The Contractor has provided the City with the certificates of insurance required under Section 17
- C. The Contractor has obtained a City of Stanwood Business License.
- D. The Contractor has provided the City with satisfactory documentation that Contractor is licensed and bonded as a contractor in the Washington State.

These conditions shall be satisfied within ten (10) calendar days of the City's Notice of Award of the Contract to the Contractor. Upon satisfaction of these conditions, the City shall issue a Notice to Proceed and Contractor shall commence work within five (5) calendar days of the date of said Notice.

4. Payment for Project.

A. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing invoice from the Contractor. The total amount to be paid shall not exceed **\$1,116.22 per month (including sales tax)**. The optional services rate shall be as shown on Exhibit B. Optional services shall only be authorized by the City in writing for each service to be rendered. The Contractor shall complete and provide the Department of the Treasury Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certification, to the City on or before the execution of this Agreement. All payments to Contractor include Washington State Sales Tax.

B. Payments shall be for Performance of Contract Work. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Right to Withhold Payments if Work is Unsatisfactory. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

D. Payments. Subject to F below, progress payments shall be based on the timely submittal by the Contractor of the City's standard payment request form. The form shall be appropriately completed and signed by the Contractor. Applications for payment not signed and/or completed shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) calendar days thereafter.

F. Final Payment. The City shall not require a payment and performance bond. However, the parties agree that the City shall not make a Payment to the Contractor until the following has occurred:

1. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Washington State Department of Labor and Industries and the City.
2. An Affidavit by the Contractor is on file with the City that sums due from the Contractor and all Subcontractors to the Washington State Department of Revenue,

Employment Security Department, and Department of Labor and Industries for all taxes and penalties due or to become due with respect this Contract have been paid.

3. Releases from all of Contractor's subcontractors and/or suppliers have been provided to the City, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

4. The Contractor shall provide the City with proof that insurance required under Section 17 remains in effect.

G. Payment in the Event of Termination. In the event this Contract is terminated by the either party, the Contractor shall not be entitled to receive any further amounts due under this Contract.

H. Maintenance and Inspection of Financial Records. The Contractor and its subcontractors shall maintain reasonable books, accounts, records, documents and other evidence pertaining to the costs and expenses allowable, and the consideration paid under this Contract, in accordance with reasonable and customary accepted accounting practices. All such books of account and records required to be maintained by this Contract shall be subject to inspection and audit by representatives of City and/or of the Washington State Auditor at all reasonable times, and the Contractor shall afford the proper facilities for such inspection and audit to the extent such books and records are under control of the City, and all Project Contracts shall similarly provide for such inspection and audit rights. Such books of account and records may be copied by representatives of City and/or of the Washington State Auditor where necessary to conduct or document an audit. The Contractor shall preserve and make available all such books of account and records in its control for a period of three (3) years after final payment under this Contract, and Bunker Repair Project subcontracts shall impose similar duties on the subcontractors.

5. Termination of Contract.

Either party may terminate this Contract upon ten (10) working days' written notice to the other party.

6. Status of Contractor.

The Contractor is a licensed, bonded and insured contractor as required and in accordance with the laws of the State of Washington. Contractor is acting as an independent contractor in the performance of each and every part of this Contract. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the City. Contractor and its officers, employees, volunteers, agents, contractors and/or subcontractors shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and the City.

7. Business License Required.

The Contractor shall obtain a City of Stanwood Business License prior to commencement of work under this Contract.

8. Work Ethic.

The Contractor shall perform all work and services under and pursuant to this Contract in timely, professional and workmanlike manner.

9. Job Safety.

General Job Safety. Contractor shall take all necessary precaution 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. 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 and unusual hazards.

10. Prevailing Wages.

Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to RCW Chapter 39.12 and RCW Chapter 49.28. Prior to final payment under this Contract, Contractor shall certify in writing that prevailing wages have been paid for all work on the Contract as required and in accordance with applicable law and/or regulations.

11. Taxes and Assessments.

The Contractor shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including, but not limited to, applicable use and sales taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Contract.

12. Nondiscrimination Provision.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the City in the future unless the Contractor demonstrate to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

13. The Americans with Disabilities Act.

The Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations, with regard to the work and services provided pursuant to this Contract. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services, and telecommunications.

14. Compliance With Law.

The Contractors shall perform all work and services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

15. Contractor's Risk of Loss.

It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

16. Indemnification and Hold Harmless.

A. The Contractor shall indemnify, defend and hold the City, its elected officials, agents, officers and/or employees and volunteers harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses of any nature whatsoever (including all costs and attorneys' fees) to or by third parties arising from, resulting from or connected with the work and services performed or to be performed under this Contract by the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors to the fullest extent permitted by law and subject to the limitations provided below.

B. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its elected officials, agents, officers and/or employees.

C. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors.

D. 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.

E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.

F. The provisions of this section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

17. **Insurance.**

A. **Insurance Term.**

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, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation**

Contractor's maintenance of insurance, its scope of coverage and limits as required herein 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.

C. **Minimum Scope of Insurance.**

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement There shall be no e exclusion for liability arising from explosion, collapse or underground property damage. 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 ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

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

D. **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 \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity 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 contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

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

H. 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the City waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. 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 contract 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.

18. Assignment and Subcontractors.

A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the City.

B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the City and complying with the provisions of this section.

C. In the event the Contractor does assign this Contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the Contract documents.

D. The Contractor shall, before commencing any work, notify the City in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the City may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the City by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the City shall not constitute a waiver of any right of the City to reject defective work or work not in conformance with the contract documents. If the City, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.

E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.

F In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall

immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

19. City Confidences.

The Contractor agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City. The Contractor will insure that each of its employees are aware of this covenant, and each employee agrees to keep City information confidential.

20. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

21. Integration and Supersession.

This Contract sets forth all of the terms, conditions, and Contracts of the parties relative to the Project, and supersedes any and all such former Contracts which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or Contracts with respect thereto except as provided herein, and no amendment or modification of this Contract shall be effective unless reduced to writing and executed by the parties. In the event of any conflicts or inconsistencies between this Contract and the Declaration, the terms of this Contract shall control in all cases.

22. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

23. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

24. Contract Representatives and Notices.

This Contract shall be administered for the City by **Kevin Hushagen, Public Works Director**, and shall be administered for the Contractor by **Steven Fosnot, President/Owner**. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To City:

Kevin Hushagen, PW Director
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292
360-629-9782

To Contractor:

Steven Fosnot, President/Owner
Environment Control of North Seattle
7716 220th Street SW #11
Mountlake Terrace, WA 98043
425-967-5013

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

25. Third Parties.

The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

26. Governing Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

27. Venue.

The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington.

28. Attorney Fees

Should either the City or the Contractor commence any legal action relating to the provisions of this Contract or the enforcement thereof, the prevailing party shall be awarded judgment for all costs of litigation including, but not limited to, costs, expert witnesses, and reasonable attorney fees.

29. Authority

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the City represents and warrants that he or she has been fully authorized by the City to execute this Contractor on its behalf and to legally bind the City to all the terms, performances and provisions of this Contractor.

30. Counterparts.

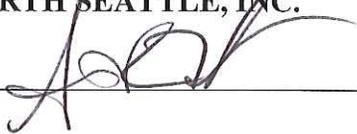
This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

City of Stanwood, WA

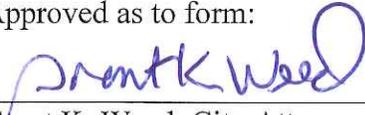
ENVIRONMENT CONTROL OF
NORTH SEATTLE, INC.

By 
Leonard Kelley, Mayor

By 

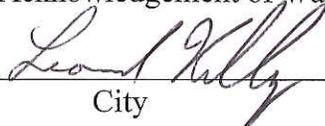
Approved as to form:

Attest:


Grant K. Weed, City Attorney


Jan Berg, City Clerk

Acknowledgement of Waiver of Contractor's Industrial Insurance Immunity:


City

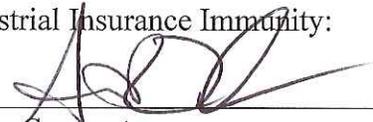

Contractor

Exhibit A
Scope of Work

Scope of Work:

Service Provider's Employees – Requirements:

Employees of the service provider at a cost to the janitorial company:

1. Shall not be employees of the City.
2. Are not to disturb papers on desks, open drawers, cabinets, files, or table tops, or bookcases.
3. Shall not use any equipment such as computers, appliances, telephones, copiers, or printers.
4. Nothing shall be removed from workspace areas without specific instructions.
5. Removal of material from a City facility shall be only that material contained within a waste or recycle receptacle.
6. Must have successfully past a Police background check prior to being allowed into a City facility (The City shall be notified when a new employee is being proposed by the service provider so that a Police background check can be completed).
7. Be fingerprinted at the Stanwood Police Station and are subject to a background investigation/check by the City of Stanwood Police Department. (Background checks are renewed periodically).
8. Temporary Employees – Background Checks: The Contractor shall not hire temporary-type employees hired on the spot through an employment agency or otherwise that have not been properly trained. In no event shall any hires be made without proper background checks being conducted.
9. City reserves the right to reject any service provider's employee.
10. Be approved by the Police Chief and City Administrator.
11. View a "Security Awareness Training" presentation every two years per Federal and State regulations mandate.

Equipment and Supplies:

The Contractor will be responsible for furnishing all equipment and materials necessary to perform the duties outlined in the Service Requirements section of this agreement.

The city will provide toilet tissue, waste basket liners, paper products, urinal cakes, dispenser soap, dusting products, special request products, and graffiti cleaner. The Contractor will notify the City when supplies of these items need replenishing.

Dusting:

For the service requirements, "dusting" will mean "wiping down". No dusting with a feather duster or similar tool.

Cleaning of basins, toilets, and urinals:

For the service requirements, "cleaning" will mean "scrubbing to remove waterline, dirt and grime".

Schedule of Work at City Hall, Police Station, Wastewater Treatment Plant and Public Works Shop:

Cleaning services are permitted per service requirements in each building on Wednesday and either Saturday or Sunday, between 5:00 p.m. and 8:00 a.m.

If Contractor requires flexibility in the above schedule, Contractor shall notify the City 24 hours in advance. Services shall not be performed on the observed holidays listed below. When a holiday falls on regular cleaning day, services shall be performed on the next scheduled cleaning day.

City observed holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

SERVICE REQUIREMENTS
CITY HALL - 10220 270TH Street NW
Approximate square footage = 5100; two restrooms

Areas to be serviced: All areas *except* storage room next to kitchen.

*Large trash and recycle bins located in the hallway of the janitorial area.

TASKS EVERY CLEANING DAY

Lobby, Offices, Meeting Areas, Halls:

- Vacuum carpeted areas including under desks and tables
- MOVE all rugs to vacuum/sweep underneath
- Sweep and mop hard surfaces (use only water and vinegar on wood floors)
- Empty trash cans, replace liners
- Empty all recycling bins
- Clean both lobby and entrance glass doors inside and out

Restrooms:

- Empty trash cans, replace liners
- Clean and disinfect all fixtures, basins, toilets, urinals, and dispensers
- Spot clean stall partitions
- Restock all dispensers, toilet paper, towels, hand soap
- Clean mirrors, polish bright work
- Sweep and disinfect floors

Kitchen:

- Empty trash cans, replace liner
- Clean and disinfect fixtures, basins, exterior of refrigerator, and dispensers
- Clean microwave inside and out
- Restock all dispensers
- Clean mirror
- Polish bright work
- Sweep and disinfect floors
- Straighten up and clean counters and table top
- Wipe down coffee maker and stove exterior

ONCE A WEEK TASKS EVERY SATURDAY/SUNDAY

All areas:

- Dust chair bases
- Dust vertical and open surfaces of file cabinets, tables, shelves, and desks
- Dust all molding, window sills, ledges, baseboards, wainscot, picture frames
- Remove all cobwebs
- Spot wash walls: special attention to areas around trash cans, light switches, sinks, toilets, urinals

CITY HALL CONTINUED

ONCE A MONTH TASKS (first week of every month)

- Remove fingerprints from doors, light switches, cabinets, kick plates
- Spot clean carpets as needed
- Dust blinds, tops of hanging lights, fans, picture frames
- Dust vents
- Wipe down and disinfect trash cans

SERVICE REQUIREMENTS
POLICE STATION - 8727 271st Street NW

Approximate square footage = 4,000 | four restrooms and one holding cell toilet

Areas to be serviced: All areas **except** staff desks, Detective's office, small storage room downstairs and storage room at top of stairs.

Occupied areas: Contractor shall check with on-duty Police personnel before cleaning any occupied area.

TASKS EVERY CLEANING DAY

Property/Evidence Room (duties here are strictly limited to the following):

- Empty trash cans, replace liners
- Sweep and mop floor

Lobby, Main Office Area, Counters, Halls, Conference Room, Holding Cell, Stairway:

- Vacuum carpeted areas including under desks
- Sweep and mop hard floors
- Empty trash cans into tote, replace liners
- Wipe down counter and table
- Wash entrance door inside and out

Coffee Station

- Sweep and mop hard floor
- Empty trash cans into tote, replace liners
- Clean microwave inside and out
- Clean front of refrigerator
- Wipe down counter and table

Offices: Chief, Sergeant and Deputy (do not clean Detective's Office)

- Dust round table
- Vacuum carpet
- Empty trash can, replace liner

Restrooms (3 downstairs & 1 upstairs) and Holding Cell

- Empty trash cans, replace liners
- Clean and disinfect fixtures, basins, toilets, urinals, shower stall, dispensers
- Restock dispensers: toilet paper, towels, and hand soap
- Clean mirrors, polish bright work
- Sweep and disinfect floors
- Replenish urinal cakes as needed

POLICE STATION CONTINUED

Upstairs - Kitchen, Locker Room, and Lounge Area

- Empty trash cans, replace liners
- Clean and disinfect fixtures, basins, exterior of refrigerator, and dispensers
- Restock dispensers: towels and hand soap
- Clean mirror
- Clean tables
- Sweep and disinfect hard floors
- Vacuum carpet
- Clean shower

ONCE A WEEK TASKS EVERY SATURDAY/SUNDAY

- Security glass in lobby, both sides ****use Brillianize cleaner & a microfiber cloth provided by City**
- Dust all chair bases
- Dust vertical and open surfaces including file cabinets, tables, shelves, tops of ledges, etc
- Spot wash walls: special attention to areas around trash cans, light switches, sinks, toilets, urinals

ONCE A MONTH TASKS (first week of every month)

- Dust plants
- Dust light fixtures
- Dust base boards
- Dust vents
- Dust all molding, window sills, ledges and picture frames
- Remove cobwebs
- Remove fingerprints/smudge marks from doors, light switches, kick plates, cabinets
- Spot clean carpets as needed
- Wipe down and disinfect trash cans

SERVICE REQUIREMENTS
PUBLIC WORKS BUILDING (blue building) - 26729 98th Drive NW bldg A
Approximate square footage = 1500, One restroom

Areas to be serviced: offices, lobby, kitchen & restroom
Areas NOT to be serviced: garage, shop & upstairs

TASKS EVERY CLEANING DAY

Lobby and Offices:

- Vacuum all carpeted areas including under desks
- Sweep and mop/disinfect all hard floors
- Empty all trash cans into dumpster, replace liners
- Empty all recycle bins into large bin located in shop

Restroom:

- Empty trash can into dumpster
- Clean and disinfect all fixtures, dispensers, basin, and toilet and shower
- Restock dispensers, toilet paper, towels, hand soap
- Clean mirrors, polish bright work
- Sweep and disinfect floors

Kitchen:

- Empty trash cans into dumpster
- Clean and disinfect fixtures and basins
- Clean microwaves (2) inside and out
- Clean exterior of refrigerator
- Restock paper towel dispenser
- Sweep & mop floors
- Straighten up and clean counters and table tops
- Wipe down coffee maker

ONCE A WEEK TASKS EVERY SATURDAY/SUNDAY

- Dust office chair bases
- Dust vertical and open surfaces of file cabinets, tables, and shelves, desks,
- Dust all molding, window sills, ledges, baseboards, wainscot, picture frames
- Remove all cobwebs

ONCE A MONTH TASKS (first week of every month)

- Remove fingerprints/smudges from doors, light switches, handles, door knobs, etc.
- Spot wash walls: special attention to areas around trash cans, light switches, sinks, toilets, urinals
- Sweep or vacuum under and behind desks and furniture

SERVICE REQUIREMENTS
WASTEWATER TREATMENT PLANT - 26729 98th Drive NW, bldg B
Approximate square footage = 3000, Two restrooms, one shower room

Areas to be serviced: All offices, kitchen, restrooms, locker room, shower room, lobby, and hallway.
Areas **NOT** to be serviced: Mechanical room, electric/phone room, and laboratory.

TASKS EVERY CLEANING DAY

Entrance, lobby, office areas, halls:

- Vacuum carpeted areas
- Empty trash cans into dumpster, replace liners
- Empty recycling bins
- Clean office, entry and side doors and door glass inside and out

Restrooms:

- Empty trash into dumpster, replace liners
- Clean and disinfect fixtures, basins, toilets, urinals, and dispensers
- Clean mirrors, polish bright work
- Restock dispensers
- Sweep and disinfect floors

Locker room and shower:

- Sweep and disinfect floors
- Clean shower
- Empty trash into dumpster, replace liners (if trash can is present)

Lunch room:

- Empty trash into dumpster, replace liner
- Clean fixtures, basins, dispensers
- Clean and disinfect sink, polish bright work
- Clean microwave inside and out, wipe down coffee maker
- Clean counters and table top
- Clean exterior of refrigerator
- Restock paper towel dispenser
- Sweep and disinfect floors

ONCE A WEEK TASKS EVERY SATURDAY/SUNDAY

- Dust chairs and chair bases
- Dust vertical and open surfaces of file cabinets, desks, tables, shelves
- Dust all molding, window sills, ledges, baseboards, wainscot, picture frames
- Remove cobwebs
- Spot wash walls: special attention to areas around trash cans, light switches, sinks, toilets, urinals

WASTEWATER TREATMENT PLANT CONTINUED

ONCE A MONTH TASKS (first week of every month)

- Remove fingerprints/smudges from doors, light switches, handles, door knobs, etc.
- Dust blinds, light fixtures and vents
- Spot clean carpets as needed

*City of Stanwood
Janitorial Services*

ADDENDUM NO. 1

May 27, 2016

To Janitorial Contractors:

You are hereby notified of the following additions to the RFP Scope of Services for the Janitorial Services.

Bidding Requirements

City Hall – Service Requirements

add: clean glass partitions between desks once per month

add: clean lobby and hallway white furniture once per week

Police Station – Service Requirements

add: clean lobby couch once per week

Addendum No. 1 is hereby made a part of the Contract Documents and its terms and conditions are fully binding. Bidders shall acknowledge receipt of this addendum by signing this notice and including it with their bid. Failure to do so may result in the bid being declared non-responsive.

City of Stanwood

Lisa Sokolik
Public Works

Contractor

Steven R. Fosnot

Print Name



Signature

BID F

EXHIBIT B

BID FORM

Bid must include name of company, contact information, contractor's license number. The bid is to be provided as a Lump Sum and shall include all applied taxes.

Facility	Fixed Monthly Fee	1/8 of Monthly Fee credit used for each 'No Show'
City Hall	\$ 415.44	\$ 51.93
Police Station	\$ 319.96	\$ 40.00
Public Works Shop	\$ 156.35	\$ 19.54
Wastwater Plant	\$ 224.47	\$ 28.06
TOTAL	\$ 1,116.22	\$ 139.53

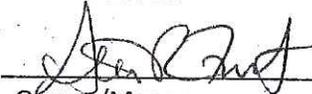
Optional Costs

Facility	Window Cleaning Inside & out	Carpet Cleaning	Floors Strip & Re-wax
City Hall	\$ 50.00	\$ 350.00	\$ 140.00
Police Station	\$ 40.00	\$ 340.00	\$ 250.00
Public Works Shop	\$ 25.00	\$ 115.00	\$ 125.00
Wastwater Plant	\$ 50.00	\$ 220.00	\$ 200.00
TOTAL	\$ 165.00	\$ 1,025.00	\$ 715.00

The Contractor will bill the City monthly.

In the event the janitorial crew misses a scheduled cleaning day, the Contractor will deduct 1/8 of the monthly fee for each missed cleaning day per facility. Task check off sheets will be posted in the janitorial closet at each building; if janitorial crew misses tasks on the cleaning sheet they will return the following day to perform task, if more than 3 tasks are missed at one facility - that will result in a missed cleaning day for that facility.

CONTRACTOR


Owner/Manager

4/2/16
Date

Contacts.

City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

Lisa Sokolik 360-629-9781
lisa.sokolik@ci.stanwood.wa.us

Contractor: Environment Landfill At North Seattle, inc
Address: 7116 220th St SW #11
Mountlake Terrace WA 98013
Owner: Steven P. Fessnot
Phone: 425-967-5013
Email: Steve@ecnorthseattle.com
Contractor Licensing / UBI #: 601 222 260



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ISU Insurance Svcs. - Calgard Associates 303 N. San Dimas Avenue San Dimas, CA 91773 License #: 0394065	CONTACT NAME: Judy Mack	
		PHONE (A/C, No, Ext): (909)305-0177	FAX (A/C, No): (909)305-0165
		E-MAIL ADDRESS: Judym@calgard.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	ENVIRONMENT CONTROL OF NORTH SEATTLE #255 7116 220th St., Suite #11 Mountlake Terrace, WA 98043	INSURER A: American States Insurance Company	
		INSURER B: General Insurance Company of America	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00000000-969180 REVISION NUMBER: 32

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01CH856902-9	05/01/2016	05/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Vol Prop Damage	\$ 150,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			24CC297551-6	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			01SU431871-3	05/01/2016	05/01/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01CH856902-9	05/01/2016	05/01/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	EMP LIAB
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime-Third Party In			01CH856902-9	05/01/2016	05/01/2017		50,000 limit
A	Lost Key Coverage			01CH856902-9	05/01/2016	05/01/2017		50,000 limit occ/agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF STANWOOD IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO JANITORIAL SERVICES PERFORMED FOR THE CERTIFICATE HOLDER AT THE FOLLOWING SERVICE ADDRESSES: 10220 270TH STREET NW, STANWOOD, WA, 8727 271ST NW, STANWOOD WA, 26729 98TH DRIVE NW, BUILDING A, STANWOOD, WA AND 26729 98TH DRIVE NW, BUILDING B, STANWOOD, WA

CERTIFICATE HOLDER	CANCELLATION
CITY OF STANWOOD KEVIN HUSHAGEN 10220 170TH STREET NW STANWOOD, WA 98292	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (JMA)



Policy Number: 01-CH-856920-9
COMMERCIAL GENERAL LIABILITY
CG 86 74 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Stanwood

DUTY TO DEFEND

Paragraph a. of **SECTION I – COVERAGE A** and **COVERAGE B** is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b.** However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A**

or **B** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

EMPLOYERS LIABILITY

The last paragraph of exclusion e. of **SECTION I – COVERAGE A** is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

WRONGFUL EVICTION

The following exclusion is added to **SECTION I – COVERAGE B**:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality;

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

h. The insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract, agreement or permit.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of **SECTION I — COVERAGE A** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented

or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, **SECTION I — COVERAGE A**, exclusion j., is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III — LIMITS OF INSURANCE**. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of Section III is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of **SECTION II — WHO IS AN INSURED**:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSUREDS

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured retention available to the indemnitee; and

EMPLOYEES AS INSUREDS — HEALTH CARE SERVICE

Paragraph 2.a.(1) d. of **SECTION II — WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of **SECTION I — COVERAGE A** is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

INSURED CONTRACT

The following definition is added to **SECTION V — DEFINITIONS**, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

OTHER INSURANCE

The first paragraph of Other Insurance of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under **COVERAGE A** or **B** of this Coverage Part, our obligations are limited as follows:

METHOD OF SHARING

The second paragraph of 4.c. Method of Sharing of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits

of insurance of all insurers and the amount of any self-insured retention.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect

our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**State of Washington
Business Licensing Service
City Endorsement Information Report**

Stanwood General Business

In City Limits: No Endorsement Status: Pending Status Reason:

Location Information

Business Structure: Corporation	UBI Number:	601222260-001-0002
Legal Entity Name: ENVIRONMENT CONTROL OF NORTH SEATTLE, INC.	Application ID:	500119504
Firm Name: ENVIRONMENT CONTROL OF NORTH SEATTLE, INC	Application Date:	Aug 24, 2016
Location Phone:	Fees:	50.00
Location Fax:	Expiration Date:	Aug 31, 2017
Email Address:	Business Open Date:	May 1, 2003
Location Address: 7116 220TH ST SW STE 11 MOUNTLAKE TERRACE WA 98043-2130		
Mail Address: 7116 220TH ST SW STE 11 MOUNTLAKE TERRACE WA 98043-2130		
Product/Serv Description: COMMERCIAL JANITORIAL SERVICES		

City Endorsement Information

Number of employees at this location: 3	Number of rental units:
Previous Business License:	General Specialty Contractor #:
Interior/Exterior Modifications:	Square Footage: 0
WA State professional/occupational license:	
Conducting Business From Residence:	Customers Visiting Premises? No Per Week: 0
Business Activities:	
Hazardous Materials:	
Emergency Contact 1:	
Emergency Contact 2:	
Alarm Monitoring Service? No	Company:
	Contact:
	Contact Phone:
Previous Business Owner? Yes	Name: JEFF CAULK
	Firm name: ENVIRONMENT CONTROL OF NORTH SEATTLE, INC
	Phone: (206) 417-2900