



**CEDAR RIVER WATER & SEWER DISTRICT
GENERAL SERVICES CONTRACT
Janitorial Service**

THIS CONTRACT is made and entered into at Renton, Washington, this _____ day of February 2026, by and between the CEDAR RIVER WATER & SEWER DISTRICT ("District") of King County, Washington and _____ ("Company") for Janitorial Services.

IN CONSIDERATION OF the mutual promises set for the below, the parties hereby agree as follows:

A. Services:

Janitorial Services

1. The Company shall provide District with Janitorial Services as specified in the Scope of Work ("Scope of Work"). Exhibits A (Scope of Work) and B ("Price Sheet") are attached hereto incorporated herein by reference. Company agrees to provide personnel and equipment, tools, materials, supplies and transportation necessary to perform the work in a competent and timely manner.
2. Janitorial Services shall be provided at the District office as specified in the Scope of Work.
3. Janitorial Services shall be provided according to the schedule as specified in Scope of Work after office hours, Friday after 4:00 p.m. through Sunday. Specific times and dates for maintenance shall be arranged in advance with the District.

On-Call Services: Except in the event of emergencies, additional work requested by the District shall be issued in writing to include the following information, which may be furnished in coordination with the Company.

1. Task Order title (project name)
2. Technical approach to the task (if necessary)
3. Special deliverables
4. Schedule with milestones and deliverables
5. Cost/hour estimate
6. Due date of work

The above items shall be sufficiently detailed to understand the work being authorized and the quoted or estimated cost. Written Task Orders may be issued as e-mail documents.

Damaged and worn parts having no value may be removed from service unless otherwise specified by the District.

- B. Prevailing Wage:** The Company shall comply with prevailing wage requirements set forth in RCW Ch. 39.12 and applicable regulations. The Company shall adjust its wage rates annually to recognize and follow the most recent promulgated increases in prevailing wages each year this contract is in effect.
- C. Term of Contract:** This Contract shall take effect when the contract is signed by both parties and be valid for a period of one (1) year with the District having the option of extending the Contract for one (1) additional year upon written notice prior to expiration of the initial term. Either party may, with or

without cause, terminate this Contract at any time upon thirty (30) days prior written notice to the other party. Notice of cancellation shall be sent by regular post as well as e-mail pursuant to the notice provision set forth below.

D. Security and Safety:

1. Company shall coordinate with the District to obtain access to the District worksites.
2. The Company shall be solely responsible for the safety of its employees and agents.
3. Company shall comply with all federal, state and local laws, regulations and ordinances governing, controlling or limiting in any way the work or the persons engaged in the work

E. Washington State Certifications: The Company warrants and represents to the District that: (a) it holds the following licenses and registrations with the State of Washington: (i) a current Unified Business Identifier (UBI) number; (ii) industrial insurance/ workers' comp coverage, (b) is not disqualified from bidding to public agencies under RCW 39.06.010 or 39.12.065(3); (c) does not have any apprenticeship violations issued by the State of Washington, and (d) has received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages or is exempt from such training.

In addition, the Company hereby certifies under penalty of perjury under the laws of the State of Washington that, within the three-year period immediately preceding the bid solicitation date for this Contract, the Company is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

Contractor: _____

By: _____
Authorized Signature

Date: _____

F. Compensation:

Preventative Maintenance: In consideration of the faithful performance of the work as outlined herein, District agrees to pay to Company \$_____ per month as described herein for preventive maintenance services outlined in the Scope of Work. Invoices shall be due and payable within forty-five (45) days of receipt of invoice. If during the term of this Contract prevailing wage amounts applicable to Company's employees assigned to work on District premises are increased by the Washington State Dept. of Labor and Industries, then Company shall promptly notify District of the increase and propose an adjustment to cover such wage cost increase. Company shall provide District with its calculations and supporting information used to justify the adjustment. District shall review the calculation and supporting information and if it is reasonable, approve the adjustment. If the District disagrees with the adjustment, the parties shall use reasonable efforts to arrive at a reasonable figure.

On-Call Services: This Contract does not guarantee any amount of on-call work for the Company. Task Orders will be issued as determined by the District and provided for in this Contract. The Company shall be paid by the District for completed service rendered under each approved individual Task Order in accordance with the fee scheduled outlined in the Price Sheet. The Company shall submit an itemized bill to the District prior to payment. Compensation to be paid to the Company for on-call services shall not exceed the budget amount contained in the Task Order without the District's prior written consent.

G. Insurance: The Company hereby agrees to maintain insurance policies in accordance with provisions in Exhibit C. The District shall be named as additional insured for Commercial General Liability and Automobile Liability, excepting Professional Liability or Workers' Compensation as provided in Exhibit C. Company waives subrogation against District as to Commercial General Liability policies. Company shall provide District with certificates of insurance showing compliance with requirements prior to commencing work and at such other times as District requests. The Company will also declare the deductible(s) carried on the various policies at the time of submittal of their Certificate of Insurance.

H. Indemnification: Company shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against all of the following claims and demands: damages, defense, indemnity, loss, judgment, equitable recovery, and any other liability or obligation including but not limited to loss of use and attorney fees and expenses of any kind, caused or occasioned in whole or in part by reason of: 1) the services performed and materials or equipment supplied under or related to this Contract; or 2) the presence and activities of the Company's services, subcontractors and suppliers, or their property, employees or agents, upon or in proximity to the property of the District, and any other property upon which the Company service is performing any work called for or in connection with this Contract, subject to the limitations provided below (collectively the "Indemnified Claims"). This obligation to indemnify and hold harmless is agreed to supersede and control any competing limitation of liability, liquidated damages, or other exculpatory clause contained in Company service's agreement for services. In addition to any remedy authorized by law, the District may retain so much of any money due the Company service as may be deemed necessary by the District to ensure the defense and indemnification obligations of this Section until final disposition has been made of such Indemnified Claims.

Liability For Negligence Is Limited. Pursuant to RCW 4.24.115, to the extent liability for Indemnified Claims (including defense obligations) were caused or result from the concurrent negligence of (a) the Indemnified Parties and (b) Company service or the Company service's agents or employees, the indemnity and defense obligations under this Contract shall be limited to the extent of the Contractor's negligence.

Title 51 Waiver. It is further specifically and expressly understood that the indemnification provided herein constitutes Company service's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been specifically and mutually negotiated by the parties.

I. Inspection of Records: The Company agrees to maintain commercially reasonable books and records relating to its operation and concerning this Contract for a period of two (2) years following the date that this Contract is expired or otherwise terminated. The Company further agrees that the District may inspect all such documents upon good cause at any reasonable time within the two (2) year period.

J. General Provisions:

1. The District and the Company respectively bind themselves, their successors, assigns, and legal representatives to this Contract. Waiver of any provisions shall not constitute future waiver or estoppel and strict compliance may be required at any time.
2. This Contract represents the entire and integrated Contract between the District and the Company and supersedes all prior negotiations, representations or contracts either oral or written. This Contract may be amended only by written instrument signed by both the District and the Company. All such amendments must be signed by the General Manager of the District and an authorized party of the Company.
3. The Company agrees to comply with all local, state and federal laws applicable to its performance of this Contract including payment of state and local taxes, L&I premiums and unemployment insurance.

4. If any provision of this Contract is invalid or unenforceable, the remaining provisions shall remain in force and effect.
5. In the event of legal disputes, venue and jurisdiction shall lie with the King County Superior Court, Regional Justice Center, in Kent, WA and the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party.
6. This Contract shall be administered by _____ on behalf of the Company, and by the General Manager of the District, or designee, on behalf of the District. Any written notices required by the terms of this Contract shall be served on or mailed to the following addresses:

Company:
Attn:
Address:

Phone:
Email:

Owner: Cedar River Water & Sewer District
Attn:
18421 SE Petrovitsky Rd
Renton, WA 98058
Phone: 425.255.6370
Fax: 425.228.4880
Email:

7. All notices or communications permitted or required to be given under this Contract shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid. Any such delivery shall be deemed to have been duly given if mailed by certified mail, return receipt requested, and addressed to the address for the party set forth in I.5. or if to such other person designated by a party to receive such notice. It is provided, however, that mailing such notices or communications by certified mail, return receipt requested is an option, not a requirement, unless specifically demanded or otherwise agreed.

Any party may change his, her, or its address by giving notice in writing, stating his, her, or its new address, to any other party, all pursuant to the procedure set forth in this section of the Contract.

IN WITNESS THEREOF, the parties have caused their names to be signed hereto by their respective authorized representatives, the day and year first hereinabove written.

COMPANY

CEDAR RIVER WATER & SEWER DISTRICT

By: _____
(Signature)

By: _____
General Manager

(Name Printed)

Date: _____

Date: _____

Tax ID Number: _____

(Attach completed Form W-9 "Request for Taxpayer Identification Number and Certification")

EXHIBIT A
Scope of Work

EXHIBIT B
Pricing Sheet

EXHIBIT C

Elevator Maintenance & On-Call Services

Insurance / Industrial Insurance Waiver

1. The Company / Contractor shall not commence work under this Contract until the Project Manager for Cedar River Water & Sewer District has obtained all insurance required under this paragraph and such insurance has been approved by Cedar River Water & Sewer District.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Company / Contractor shall specifically include the District as an "Additional Insured" and shall not be reduced or canceled without Thirty (30) days written prior notice to the District. The Company / Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Company / Contractor's insurance and shall not contribute to it.
3. The Company / Contractor shall maintain during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises / Operations, Products / Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Company / Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:

General Aggregate	\$ 2,000,000
Products / Completed Operations	\$ 1,000,000
Personal Injury and Advertising injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

The commercial General Liability Policy will contain an endorsement naming the District as Additional Insured (CG2010) and an endorsement that specifically states the Company / Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the District. The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

Each accident	\$ 1,000,000
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4. Commercial General Liabilities Insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought."
5. The Company/ Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001) or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contracting Agency from claims which may arise from this performance of this Contract, whether such operations be by the Company / Contractor or by anyone directly or indirectly employed by the Contracting Agency. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. The Company / Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Company / Contractor shall submit a copy of its certificate of coverage to the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the District, its officers, agents and employees, the Company / Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Contract extend to any claim brought by or on behalf of any employee of the Company / Contractor against the District. This waiver is mutually negotiated by the parties to this Contract.
9. Professional Liability Insurance – If the Company / Contractor is providing professional services (e.g., architectural, engineering, accounting or legal services), prior to the start of work, the Company / Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$2,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims Made form coverage shall be maintained by the Company / Contractor for a minimum of three (3) years following the termination of this Contract and the Company / Contractor shall annually provide the District with proof of renewal. If the Company / Contractor is not providing professional services, then the requirement to obtain professional liability insurance is not applicable to this Contract.
10. Sub-consultants / sub-contractors: Sub-contractors shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated herein.
11. The Company / Contractor shall declare the deductible(s) on their policies at the time of submittal of the Certificate of Insurance.

Company / Contractor _____

Date: _____

EXHIBIT D

Small Works Contract Under \$10,000 Safety and Duty of Care

- A. The Contractor shall be solely responsible for the safety of its employees, subcontractors and the public while performing the work. The Contractor shall provide all safety equipment or require all approved Sub-Contractors to furnish the required safety equipment.
- B. The Contractor shall reimburse the District for any liability incurred as a result of safety violations resulting from the Contractor's or approved Sub-Contractor's action or conduct.
- C. The Contractor will develop and implement an Accident Prevention Program that includes its roles and responsibilities, includes training and corrective action for violations, and is tailored to the requirements of the particular job.
- D. The Contractor shall adequately communicate work rules to all workers and approved Sub-Contractors.
- E. Where appropriate, the Contractor shall develop a written site-specific safety plan that identifies hazards and the means to address the hazards.
- F. The Contractor shall confirm the existence of approved Sub-Contractors programs/plans and compliance with WISHA rules and conformance with the project.
- G. The Contractor shall establish an overall process to discover and control recognized hazards.
- H. The Contractor shall be required to demonstrate that it has effectively enforced in practice its Accident Prevention Program when safety violations are discovered.
- I. The Contractor shall include appropriate provisions in its Contracts with any approved Sub-Contractors to ensure compliance with the requirements of this provision.

Bidder Responsibility Criteria

Before award, the Contractor must meet the following bidder responsibility criteria to be considered a responsible bidder. The Contractor may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Contractor must:

1. At the time of bid submittal, have a current certificate of registration as a contractor in compliance with RCW 18.27;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in RCW 51;
 - b. Have a Washington Employment Security Department number, as required in RCW 50;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in RCW 82;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52. A bidder shall submit a signed Contractor Certification form with the bid form regarding this wage theft prevention responsible bidder criteria.
6. Has received training, provided by the Department of Labor and Industries ("L&I") or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages or has completed three or more public works projects *and* maintained a valid business license in Washington for at least three years and is exempt from this requirement.

Continued....

Subcontractor Responsibility

A. The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with RCW 18.27, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in RCW 51;

b. A Washington Employment Security Department number, as required in RCW 50;

c. A Washington Department of Revenue state excise tax registration number, as required in RCW 82;

d. An electrical contractor license, if required by RCW 19.28;

e. An elevator contractor license, if required by RCW 70.87.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW 49.46, 49.48, or 49.52.