



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CNS16-012**

**1. Agenda Item Number:**

**29**

**2. Council Meeting Date:**  
August 13, 2015

**TO: MAYOR & COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** July 20, 2015

**4. Requesting Department:**  
Community and Neighborhood Services

**5. SUBJECT:** Agreement No. PM6-910-3573 with W&J Schafer Enterprises, Inc., dba J&J Janitor Service for cleaning of City park restroom facilities for the period of September 1, 2015, through August 31, 2016, in an amount not to exceed \$106,277.00 with the option to renew for four additional one-year terms.

**6. RECOMMENDATION:** Staff recommends City Council approve Agreement No. PM6-910-3573, with W&J Schafer Enterprises, Inc., dba J&J Janitor Service, for cleaning of City park restroom facilities for the period of September 1, 2015, through August 31, 2016 in an amount not to exceed \$106,277.00 with the option to renew for four additional one-year terms.

**7. BACKGROUND/DISCUSSION:** The City has had a restroom cleaning contract for park restrooms since 2002. This contract provides daily cleaning of twenty-four restrooms at fourteen City parks. Cleaning of these restrooms is performed after the closing of the parks. The contract being recommended also includes the additional service of afternoon cleanings of ten restrooms on Saturdays during the heavy use months of March through May and September through November. This contract will also provide cleaning services to the restrooms at the Chandler Fashion Transit Station and the Tumbleweed Park and Ride facility. An additional \$5,000 has been added to this Agreement to fund emergency or extra work.

**8. EVALUATION PROCESS:** On June 19, 2015, City staff issued an Invitation for Bid for cleaning of City park restroom facilities. Notification was sent to all registered vendors and ten (10) responses were received as follows:

|                           |            |                     |                                  |
|---------------------------|------------|---------------------|----------------------------------|
| J & J Janitor Service:    | \$101,277* | True Blue Cleaning: | \$118,800                        |
| Plan B Facility Services: | \$105,600  | DLJ Management      | \$165,264                        |
| WCD Enterprises, LLC:     | \$105,480  | Open Works:         | \$180,163.20                     |
| Commercial Custodial:     | \$114,972  | A Mind for Detail:  | \$260,400                        |
| Shannon S. Martin:        | \$116,220  | S. Sarkissian Co.:  | \$60,000 (deemed non-responsive) |

On initial review, S. Sarkissian Co., appeared to be the lowest responsive, responsible bidder; however, staff found that the company is not in good standing with the Arizona Corporation Commission. S. Sarkissian Co., was deemed non-responsive and the bid was rejected. Staff recommends award to W&J Schafer Enterprises, Inc., dba J&J Janitor Service, as the lowest, responsive, responsible bidder. The term of this agreement will be September 1, 2015, through August 31, 2016, with the option of four additional one-year terms.

\*An additional \$5,000.00 has been added to this Agreement to fund emergency or extra work.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$106,277  
Savings: N/A  
Long Term Cost: N/A

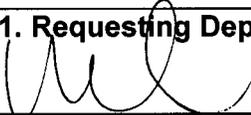
| <u>Acct. No.:</u> | <u>Fund Name:</u> | <u>Program Name:</u>      | <u>Amount:</u> |
|-------------------|-------------------|---------------------------|----------------|
| 101.4530.5410     | General Fund      | Buildings & Grounds R & M | \$106,277      |

**10. PROPOSED MOTION:** Move that City Council approve Agreement No. PM6-910-3573 with W&J Schafer Enterprises, Inc., dba J&J Janitor Service for cleaning of City park restroom facilities for the period of September 1, 2015, through August 31, 2016, in an amount not to exceed \$106,277.00 with the option to renew for four additional one-year terms.

**ATTACHMENT: Agreement**

**APPROVALS**

**11. Requesting Department**



Mickey Ohland, Park Development & Operations  
Manager

**12. Department Head**



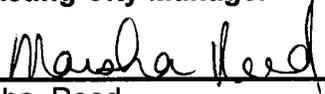
Jennifer Morrison, Community & Neighborhood  
Services Director

**13. Procurement Officer.**



Raquel McMahon, CPPB

**14. Acting City Manager**



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT  
CLEANING OF CITY PARK RESTROOM FACILITIES  
AGREEMENT NO.: PM6-910-3573**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and J&J Janitor Service, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. AGREEMENT ADMINISTRATOR:**

- 1.1. Agreement Administrator.** Contractor shall act under the authority and approval of the Parks Maintenance Superintendent or designee (Agreement Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.
- 1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.
- 1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

**2. SCOPE OF WORK:** Contractor shall provide janitorial services all as more specifically set forth in Exhibit A, Pricing, Exhibit B, Park Locations, Exhibit C and the sample work report, Exhibit D attached hereto and made a part hereof by reference.

- 2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.
- 2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.
- 2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
  - 2.4.1** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".

- 2.4.2** A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3** The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5** The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.
- 3.1. Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. Property of City.** Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of City. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of City.
- 4. PRICE:**
- 4.1.** CITY shall pay to CONTRACTOR an amount not to exceed **ONE HUNDRED SIX THOUSAND, TWO HUNDRED SEVENTY SEVEN DOLLARS (\$106,277)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2. Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice. Any quantities shown are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities actually required.

- 4.4. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.5. **Price Adjustment in Extension Terms.** All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, City may approve a fully documented request for a price adjustment. City expects that all requested price increases will be directly correlated to a necessary cost increase to Contractor that was clearly unpredictable on the date Contractor executed the Agreement for the initial or earlier extension term. City shall determine whether any requested price increases for extension terms is acceptable to the City. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.
- 4.6. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:**

- 5.1. The term of the Agreement is **ONE (1) year**, commencing on **SEPTEMBER 1, 2015** and terminating on **AUGUST 31, 2016** unless sooner terminated in accordance with the provisions herein. City reserves the right, at its sole discretion, to extend the Agreement for up to **FOUR (4)** additional terms of **ONE (1)** year each.

6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.

- 6.1. **Cooperative Use of Agreement.** In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2. **Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.
- 6.3. **Non-Exclusive Agreement:** This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

6.4 **Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this Agreement are the sole property of the City of Chandler and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

**7. CITY'S CONTRACTUAL REMEDIES:**

7.1 **Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

7.2 **Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Agreement are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses to complete the work and other costs and damages incurred by City.

**8. TERMINATION:**

8.1.1 **Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

**8.1.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

**8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

**8.4. Gratuities.** City may, by written notice, terminate this Agreement, in whole or in part, if City determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about agreement performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by Contractor.

**8.5. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

**8.6. Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. **INSURANCE:**

1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
  - D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
  - E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
  - F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
3. Additional Policy Provisions Required.
- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
  - B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Agreement Parks Maint. Supt.  
 Administrator: \_\_\_\_\_  
 Contact: Tyrone Allen  
 Mailing Address: PO Box 4008, MS 906  
 Physical Address: \_\_\_\_\_  
 City, State, Zip Chandler, AZ 85244  
 Phone: 480-782-2667  
 Email: Tyrone.allen@chandleraz.gov

In the case of the CONTRACTOR

Firm Name: J&J Janitor Service  
 Contact: Diane Lydy  
 Address: 15 W. 8<sup>th</sup> Ave.  
 City, State, Zip Mesa, AZ 85210  
 Phone: 480-649-9603  
 FAX: 480-964-4425  
dianelydy@jandjjanitor.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

14.1. **No Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Contractor's proposal to the City.

14.2. **Kickback Termination.** City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from City is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. **No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

15.1. **Ownership.** All deliverables and/or other products of the Agreement (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by Contractor in performance of the Agreement) shall be the sole, absolute and exclusive property of City, free from any claim or retention of right on the part of Contractor, its agents, sub-contractors, officers or employees.

15.2. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

- 15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.
- 15.4. **Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
- 15.5. **Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 15.6. **No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney(kb)

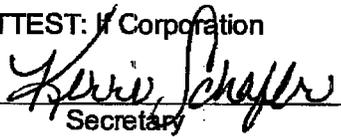
)

FOR THE CONTRACTOR

By:   
Signature

ATTEST: If Corporation

SEAL

  
Secretary

## EXHIBIT A SCOPE OF WORK

CONTRACTOR shall provide CITY with custodial services in park restrooms listed herein (Exhibit D). All specifications apply to all locations, except where noted. The fixed monthly rate for restroom custodial services shall include all necessary labor, equipment, and supplies to perform the services as required in this Scope of Work.

The specifications listed below are the *minimum* requirements and are intended to govern, in general, the requirements desired. These requirements are not intended to replace or supersede the latest industry standards or material and equipment manufacturer's recommendations. The CITY reserves the right to evaluate variations from these specifications.

1. **GENERAL:**

CONTRACTOR shall provide Contract Administrator/designee with a proposed work schedule, as well as the name of the Supervisor(s) who will oversee the work performed, and a telephone number(s) by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the functions and normal day-to-day operations of the facility.

The schedule shall identify task, frequency of work, and number of workers performing each task. The schedule shall delineate time frames for each task by day of the week. Weekly schedule shall be provided to Contract Administrator/designee no later than 8:00 am Monday of each week.

The schedule shall be subject to Contract Administrator/designee approval. Significant changes in the schedule shall be submitted in writing to the Contract Administrator/designee and accompanied by a proposed revised schedule *prior* to implementation.

The CITY reserves the right to make minor adjustments in the schedule at any time in order to avoid conflict with park construction, maintenance operations, recreation programs, or to better serve the CITY's needs.

2. **SUPERVISOR & STAFFING.** CONTRACTOR shall provide one full-time Supervisor on the job site at all times during the scheduled work. The Supervisor must be knowledgeable in their area of responsibility and have no less than twelve (12) months experience with equivalent size and scope in the last twenty-four (24) months, performing in the same capacity. The Supervisor shall have a copy of the contract at all times while on the work site.

CONTRACTOR shall be required to provide as many personnel as needed to meet the scope of work. In addition, CONTRACTOR's employees shall wear identification badges and a uniform shirt or vest bearing the CONTRACTOR's name and/or logo while on CITY's premises. The badge shall have the CONTRACTOR's employee's picture, name, and signature. Access to designated areas is forbidden by CONTRACTOR's employees. All doors shall be locked and all lights shall be turned out upon completion of cleaning.

CONTRACTOR shall submit a current list of names and addresses of all employees who will perform work under any resultant contract. Changes in the employment list during the contract period shall be reported in writing to Purchasing Office, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85224-4008, *prior to* effectiveness of change.

CONTRACTOR shall provide the Contract Administrator/designee with the names and phone numbers of all personnel who will oversee this contract. This supervisor shall assist the Contract Administrator/designee in making random, on-site facility inspections and in coordinating other operational requirements.

CONTRACTOR shall require complete extensive background investigation of any CONTRACTOR employee before beginning work and/or entering a City of Chandler facility. All background investigations shall be conducted at CONTRACTOR's expense, and shall include, but may not be limited to, background checks and criminal history checks.

3. **WORK SCHEDULE.** CONTRACTOR shall clean park restrooms during evening and/or nighttime hours. CONTRACTOR's work hours shall begin no earlier than 10:30 pm and shall be planned to coincide with the daily closing schedule of each facility. CONTRACTOR shall be responsible for securing the restrooms following cleaning.

Work shall be performed seven (7) days a week, Monday through Sunday, including holidays. All restrooms shall be cleaned by 6:00 a.m. daily. No restroom can be cleaned prior to a park closing. All work shall be completed within the calendar week in which it is scheduled unless circumstances occur which are beyond CONTRACTOR's control. All scheduled work NOT completed during the scheduled week shall be reported to the Contract Administrator/designee in writing on Monday of the following week. The report shall explain why work was not completed as well as plans for completing the work on schedule in the future.

CONTRACTOR shall conduct a daily inspection of each facility during daylight hours on a weekly basis as part of the quality control process. The Daily Work Report (Exhibit E) shall be submitted to Contract Administrator/designee on a weekly basis. City of Chandler shall provide schedules and other information that may impact the activities of the Contractor.

The Contract Administrator/designee may perform periodic inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed on a weekly basis. If deficiencies are noted, a deficiency report will be furnished to CONTRACTOR.

The Contract Administrator/designee shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract.

4. **CONTRACTOR'S RESPONSIBILITY.** CONTRACTOR shall comply with the Social Security Act, Worker's Compensation laws and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules and regulations relevant to CONTRACTOR's business and the performance of all duties associated with custodial service.

- 4.1. **INSPECTION.** CONTRACTOR shall provide on-site, full time supervision and appropriate training to assure competent performance of the work. In addition, the CONTRACTOR's supervisory personnel shall periodically inspect all premises. The CONTRACTOR shall maintain written reports of such inspections, which shall be given to the CITY representative after each inspection. CONTRACTOR 's Supervisor must be literate and fluent in the English language. CONTRACTOR 's employees must have a working knowledge of the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with CITY's Contract Administrator/designee.

All work described in this solicitation shall be performed by the CONTRACTOR in a satisfactory manner and in accordance with the applicable specifications. The CONTRACTOR's Supervisor shall perform a walk-thru every day of all premises on which the services are to be provided, to assure a high quality of work by CONTRACTOR's employees.

CONTRACTOR's employees shall be required to wear a clean uniform bearing the Contractor's

company name and/or logo. All employees shall conduct themselves in a professional and courteous manner.

CONTRACTOR employees are not to be accompanied in the work area by acquaintances, family members, or any other person unless said person is an authorized CONTRACTOR employee.

CONTRACTOR shall carry on the operation in such a manner that damage is not inflicted to existing facilities, grounds, utilities or other structures. In the event CONTRACTOR causes damage to CITY property, CONTRACTOR shall replace or repair the same at no cost to CITY as directed by the Contract Administrator/designee. If damage caused by CONTRACTOR has to be repaired or replaced by the Contract Administrator/designee, the cost of such work shall be deducted from the CONTRACTOR's monthly payments.

CONTRACTOR shall be required to sign for each key issued to them. If CONTRACTOR or CONTRACTOR's employees lose a key, they will be required to pay for the cost of having duplicates made. If a breach of security results from the loss of keys, requiring that locks must be changed or re-keyed, an additional charge per lock will be made. These charges will be deducted from monthly payments made to CONTRACTOR.

CONTRACTOR shall be required to maintain a 24 hour phone line and/or message service and return calls within one (1) hour. There shall be no additional cost to the Department for the phone, service, and/or pager.

- 4.2. DAILY.** Floors, toilet partitions, doors, sinks, toilets, urinals, and mirrors shall be washed thoroughly. A high strength detergent, containing a deodorant and a built-in anti-bacterial agent shall be approved by CITY and shall be used for this purpose. After being washed, fixtures shall be wiped dry with a clean rag, and floors shall be dried by either forced air or dry mopping. Cleaned surfaces will appear free of streaks or film. Toilets and urinals shall be kept free of hard water deposits and stains. Abrasive and caustic cleaning materials shall NOT be used in cleaning the floors, walls, toilet partitions, doors, toilets, urinals or mirrors.

Trash receptacles shall be emptied, cleaned and a new liner replaced. Trash and refuse will be bagged and removed from the restroom to designated areas. Trash shall be picked up within ten (10) feet of the restroom building.

Paper goods and soap shall be replenished as necessary. At least one full roll of toilet paper should be in evidence on each spindle each time serviced. Odor suppressant blocks and mats shall be replenished as needed in urinals. Cartridges and blue seal shall be changed as needed in waterless urinals.

All restroom facilities shall be maintained free of spider webs. Light fixtures attached to structures shall be cleaned and dust-free. Paper wads shall be removed from ceilings, walls and other surfaces.

CONTRACTOR shall immediately report any graffiti or marking of any kind on any surface in the restroom to the Contract Administrator/designee.

CONTRACTOR shall ensure that locks are used and maintained on dispensers with locking devices.

In addition, the rest rooms shall be inspected for the purpose of checking for inoperative fixtures and performing any of the above cleaning tasks, which may be necessary to maintain a neat and clean appearance in the rest rooms. CONTRACTOR shall immediately report any inoperable fixtures to the Contract Administrator/designee.

- 4.3. **WEEKLY.** Windows, walls and ceilings shall be scrubbed weekly with soap and water and wiped dry to maintain a clean, smear-free appearance.

Additional floor care as necessary to remove all foreign substances such as gum or tar.

Each facility shall be inspected by the Contractor during daylight hours once per week. The inspection shall be documented by CONTRACTOR on the Daily Work Report.

5. **RECEPTION AREA (outside of the restroom facilities).** Public telephones shall be cleaned once per day; any operational problems are to be reported to the telephone company.

Floors, doors, drinking fountains, benches and display areas within a ten (1) foot radius to the restrooms shall be thoroughly cleaned once per day.

Walls shall be scrubbed as necessary to maintain a clean, smear-free appearance, and walkways shall be swept and cleaned.

6. **PREVENTIVE MAINTENANCE REQUIREMENTS.** CONTRACTOR shall maintain in good working condition the fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins, water fountains. Stopped toilets, sinks, etc. shall be plunged to dislodge the stoppage and allow cleaning. Non-corrosive drain cleaners will be used at least one time per month and noted on the Daily Work Report.

CONTRACTOR shall notify Contract Administrator/designee of problems with plumbing fixtures, door locks, defective vents, clogged sewer lines, etc. on the Daily Work Report. CONTRACTOR shall also notify Contract Administrator/designee when light bulbs need replaced.

7. **SUPPLIES.** CONTRACTOR shall provide paper products, plastic trash liners, urinal mats, mechanical or electrical odor control, cleaning supplies, disinfectants, and equipment for cleaning. CITY will supply CONTRACTOR with cartridges and blue seal for waterless as needed.

Should the CONTRACTOR not furnish the proper supplies, CITY will make a purchase of the needed supplies and charge them against the CONTRACTOR's invoice at the CITY's cost plus 10%.

8. **GENERAL**

- 8.1. **RECORDS.** CONTRACTOR shall keep a Daily Work Report, and other reports as required, and deliver them to the Contract Administrator/designee. These reports may be modified at any time to meet the needs of the Contract Administrator/designee. CITY will supply the forms, however, it shall be the CONTRACTOR's responsibility to notify Contract Administrator/designee if more forms are needed.

The Daily Work Report will list the employees who worked and their work schedules, details of unusual activities (accidents, vandalism), lost and found articles, property and equipment not in an operating condition (listed by description and location), and other pertinent information.

**8.2. SAFETY CONSIDERATIONS.** CONTRACTOR shall furnish and place such temporary signs or notices, or temporarily close any portion of the site during cleaning operations, that the CONTRACTOR may deem necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions should be used if power equipment is operated within the vicinity of pedestrians. Caution signs shall be furnished by the CONTRACTOR at no additional cost to CITY.

CONTRACTOR and CONTRACTOR's employees shall readily notify appropriate authorities of emergencies that occur on site, and call for professional assistance when warranted; for example, in case of fire dialing 911. The Contract Administrator/designee shall immediately be notified of any incidents or conditions relative to public health or safety. Incidents or conditions of a lesser nature will be relayed during the next normal work day.

**8.3. LOST AND FOUND.** CONTRACTOR shall provide safe storage for found articles and deliver unclaimed articles weekly to the Contract Administrator/designee. All incidents of lost/found shall be recorded on the Daily Work Report.

**8.4. CONSTRUCTION WORK IN THE AREA.** When a location is under construction or otherwise taken out of service, CONTRACTOR may be relieved of all or part of the contract obligations for the area designated. Since CONTRACTOR will not be performing full service, monthly payments will be reduced. The percentage of reduction will be determined by CITY after discussing the scope and extent with CONTRACTOR.

If new locations come into service during the contract, CONTRACTOR shall be requested to submit a negotiable monthly/annual quote. Upon approval by the Contract Administrator/designee, additions will become part of the contract through properly executed forms.

**8.5. CORRECTIVE RE-WORK.** The Contract Administrator/designee will decide all questions that may arise as to the quality and acceptability of any work performed under the contract.

When notice of a performance deficiency is delivered to CONTRACTOR, CONTRACTOR shall have four (4) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Additional payments will not be made by CITY for "call in" time that the CONTRACTOR may need to schedule for corrective re-work.

Failure to correct unacceptable work within the above specified time frame may result in reduction of payment or non-payment for the item. All extenuating circumstances will be taken into consideration (delays in supply delivery, adverse weather, etc.), however, the following penalties may be deemed fair and just by the Contract Administrator/designee:

- A. Deficiency corrected within established time limit upon first notification - no reduction.
- B. Deficiency corrected within established time limit upon second notification (same problem and location) - 25% reduction of line item bid amount.
- C. Deficiency not corrected after second notification (same problem and location, current cycle) - 100% reduction of line item bid amount. No payment will be made for the line item.

If CONTRACTOR fails to correct the problem, CITY reserves the right to correct the situation by whatever means are in the best interest of CITY, with CITY personnel or by separate contract, and the cost of such actions deducted from the CONTRACTOR's monthly invoice.

- 8.6. **EQUIPMENT.** CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

CONTRACTOR's vehicles shall be clearly marked with the company name and/or logo. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.

- 8.7. **EXTRA WORK.** CONTRACTOR shall submit an hourly labor charge for extra work as part of the price sheet. The rate shall include all labor, equipment and supplies needed to perform the work. The hourly rate for laborer will remain firm for the duration of the contract.

In the event that CITY desires additional cleaning and/or service beyond the scope of this contract, the CONTRACTOR shall be requested to submit an estimate to CITY prior to work. The estimate will be reviewed by the Contract Administrator/designee. (The CITY reserves the right to perform the work by others if in the best interest of the CITY.) Upon completion of an approved service, CONTRACTOR shall be paid in accordance with the price sheet for extra work.

**EXHIBIT B  
PRICING**

All prices listed shall be tax inclusive.

| ITEM #   | NAME OF PARK  | MONTHLY PRICE | QT Y  | ANNUAL PRICE |
|--|---|---------------|-------|--------------|
| 1.   | Desert Breeze – Playground restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 2.   | Desert Breeze – Ramada restroom facility; 1,000 sq. ft.   | \$317.75      | 12    | \$3813.00    |
| 3.   | Arrowhead Park – restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 4.   | Shawnee Park – restroom facility; 800 sq. ft.   | \$317.75      | 12    | \$3813.00    |
| 5.   | Apache Park – restroom facility; 800 sq. ft.  | \$317.75      | 12    | \$3813.00    |
| 6.   | Navarrete Park – restroom facility; 800 sq. ft.   | \$317.75      | 12    | \$3813.00    |
| 7.   | Pima Park – restroom facility; 800 sq. ft.  | \$317.75      | 12    | \$3813.00    |
| 8.   | Folley Park – restroom facility; 2,000 sq. ft.  | \$449.50      | 12    | \$5394.00    |
| 9.   | Tumbleweed Park – restroom facility; 2,000 sq. ft.  | \$449.50      | 12    | \$5394.00    |
| 10.  | Tumbleweed Park – Playtopia restroom facility; 2,000 sq. ft.  | \$449.50      | 12    | \$5394.00    |
| 11.  | Tumbleweed – Park & Ride restroom facility  | \$317.75      | 12    | \$3813.00    |
| 12.  | Chandler Fashion Center Transit Station restroom facility   | \$317.75      | 12    | \$3813.00    |
| 13.  | Chuparosa Park – Restroom Facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 14.  | A. J. Chandler Park – restroom facility; 800 sq. ft.  | \$317.75      | 12    | \$3813.00    |
| 15.  | Snedigar Park – Baseball Field restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 16.  | Snedigar Park – Soccer Field restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 17.  | Snedigar Park – East restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 18.  | Nozomi Sportsplex Ball field – restroom facility; 2,000 sq. ft.   | \$449.50      | 12    | \$5394.00    |
| 19.  | Nozomi Dog Park – restroom facility; 800 sq. feet   | \$317.75      | 12    | \$3813.00    |
| 20.  | Espee Park – restroom facility; 2,000 sq. feet  | \$449.50      | 12    | \$5394.00    |
| 21.  | Tibshraeny Park – restroom facility; 800 sq. ft.  | \$317.75      | 12    | \$3813.00    |
| 22.  | Paseo Vista Park–restroom facilities<br>(2) by Archery range; 250 sq.ft ea & (2) by Playground area; 250 sq. ft<br>ea | \$317.75      | 12    | \$3813.00    |
| Additional funds for extra work at hourly rates listed below |   |               |       | \$5,000      |
|  |   |               | Total | \$106,277.00 |

**EXTRA WORK:**

Hourly rate for extra work, inclusive of equipment and supplies

\$ 15.00 per hour

**EXHIBIT B**  
**PRICING continued**

**ALTERNATE:**

**Saturday cleaning of the following restrooms from 11:00 a.m. – 4:00 p.m. during the months of March through May and September through November.**

| <b>ITEM #</b> | <b>NAME OF PARK</b>   | <b>PRICE PER SERVICE</b> |
|---------------|---|--------------------------|
| 23.           | Tumbleweed Playtopia restroom facility – Saturday service     | \$14.50                  |
| 24.           | Snedigar Soccer field restroom facility – Saturday service    | \$10.25                  |
| 25.           | Chuparosa restroom facility – Saturday service                | \$14.50                  |
| 26.           | Desert Breeze Playground restroom facility – Saturday service | \$14.50                  |
| 27.           | Desert Breeze Ramada restroom facility – Saturday service     | \$14.50                  |
| 28.           | Arrowhead restroom facility – Saturday service                | \$14.50                  |
| 29.           | Pima restroom facility – Saturday service                     | \$10.25                  |
| 30.           | Folley Park restroom facility – Saturday service              | \$14.50                  |
| 31.           | Espee Park restroom facility – Saturday service               | \$14.50                  |
| <b>TOTAL</b>  |   | <b>\$122.00</b>          |

**EXHIBIT C  
PARK RESTROOM LOCATIONS**

| <b>NAME OF PARK</b>                     | <b>ADDRESS (APPROXIMATE)</b>    |
|---|---------------------------------|
| Desert Breeze                           | 660 N. Desert Breeze Blvd, East |
| Arrowhead Meadows Park                  | 1475 W. Erie St.                |
| Shawnee Park                            | 1400 W. Mesquite St.            |
| Apache Park                             | 1300 N. Hartford St.            |
| Navarrete Park                          | 501 W. Harrison St.             |
| Pima Park                               | 625 N. McQueen Rd.              |
| Folley Memorial Park                    | 601 E. Frye Rd.                 |
| Tumbleweed Park                         | 745 E. Germann Rd.              |
| Chandler Fashion Center Transit Station | 3334 W Fry Rd.                  |
| Chuparosa Park                          | 2400 S. Dobson Rd.              |
| A. J. Chandler Park                     | 3 S. Arizona Pl.                |
| Snedigar Sportsplex                     | 4500 S. Basha Rd.               |
| Nozomi Park                             | 250 S. Kyrene Rd.               |
| Espee Park                              | 450 E. Knox Rd.                 |
| Tibshraeny Family Park                  | 270 N. Cottonwood               |
| Paseo Vista                             | 3850 S. McQueen Rd.             |

**EXHIBIT D  
DAILY WORK REPORT  
CITY OF CHANDLER - PARKS RESTROOM MAINTENANCE**

DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

*Please describe all "Yes" answers with location(s) and other detailed information. Use the back of this form for more space.*

**1. Any problems or unusual circumstances?**  
 \_\_\_ No \_\_\_ Yes Describe: \_\_\_\_\_

**2. Any damage or vandalism?**  
 \_\_\_ No \_\_\_ Yes Describe: \_\_\_\_\_

**3. Any repairs needed?**  
 \_\_\_ No \_\_\_ Yes Describe: \_\_\_\_\_

**4. Any lost and found items?**  
 \_\_\_ No \_\_\_ Yes Describe: \_\_\_\_\_

**5. Any scheduled areas not serviced?**  
 \_\_\_ No \_\_\_ Yes Describe: \_\_\_\_\_

**6. Amount of inventory used (if applicable):**  
 Trash liners \_\_\_\_\_ TP \_\_\_\_\_ Seat covers \_\_\_\_\_ Paper towels \_\_\_\_\_

**7. Inventory items that need to be ordered (if applicable):**  
 Trash liners \_\_\_\_\_ TP \_\_\_\_\_ Seat covers \_\_\_\_\_ Paper towels \_\_\_\_\_

**8. Comments:**

| <i>Employee Name</i> | <i>Time In</i> | <i>Time Out</i> | <i>Employee Name</i> | <i>Time In</i> | <i>Time Out</i> |
|----------------------|----------------|-----------------|----------------------|----------------|-----------------|
|                      |                |                 |                      |                |                 |
|                      |                |                 |                      |                |                 |
|                      |                |                 |                      |                |                 |
|                      |                |                 |                      |                |                 |

**EXHIBIT D (continued)**

***Additional Daily Check Sheet***

|                                   |  |                                  |  |
|-----------------------------------|--|----------------------------------|--|
| <b>FLOORS CLEANED (MOPPED)</b>    |  | <b>MIRRORS WASHED</b>            |  |
| <b>TOILET PARTITIONS WIPED</b>    |  | <b>FIXTURES WIPED</b>            |  |
| <b>DOORS CLEANED</b>              |  | <b>TRASH RECEPTACLES EMPTIED</b> |  |
| <b>SINKS CLEANED</b>              |  | <b>SPIDER WEBS REMOVED</b>       |  |
| <b>TOILETS CLEANED</b>            |  | <b>TRASH PICKED-UP</b>           |  |
| <b>URINALS CLEANED</b>            |  | <b>TOILET PAPER RESTOCKED</b>    |  |
| <b>FLOOR CLEANED (SWEPT, AIR)</b> |  | <b>CEILING (WALLS CLEANED)</b>   |  |